

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this _____, by and between THE CITY OF SEATTLE, a city of the first class of the State of Washington ("City" or "Licensor"), acting by and through its Department of Parks and Recreation ("DPR") and the Superintendent thereof ("Superintendent"), and **NAME**, an individual ("Licensee").

(1) **License Area and Location.** For the Term, Licensor grants to Licensee a nontransferable right and revocable license to use those certain premises identified as **Studio XXXXX consisting of XXXXX square feet**, as shown on Exhibit A (the "License Area"), in Building 30 at Warren G. Magnuson Park, located at 7448 63rd Ave NE, Seattle, WA 98115 (the "Building"). Licensor may change the location of the License Area to a different room within the Building for the convenience of the Licensor upon 30 days' written notice to the Licensee.

(2) Notice Address:

Licensor: City of Seattle
Department of Parks and Recreation
Attention: Manager, Magnuson Park,
6310 NE 74th Street
Seattle, WA 98115

Licensee: **NAME**
ADDRESS
ADDRESS

Email:

(3) **Term.** The term of this Agreement (the "Term") will commence on **DATE** ("Commencement Date") and will expire on **DATE** ("Expiration Date"), unless earlier terminated under this Agreement. Licensor may terminate this Agreement and thereby revoke the license granted herein without cause and without liability to Licensee of any kind upon 30 days' written notice to Licensee. Licensee may terminate this Agreement and thereby relinquish all license rights granted herein without cause and without liability to Licensor of any kind upon 60 days' written notice to Licensor.

(4) **Use.** Licensee will use the License Area solely as an artist studio and for no other purpose. Licensee shall not license the License Area or allow any other person to use the License Area. This Agreement provides only for a license under the terms and conditions set out herein and does not create any leasehold or other possessory interest in the License Area or any other part of the Building.

(5) **Common Areas.** During the Term, Licensee shall have the non-exclusive right to use the Building entrances, elevator, stairs, corridors, restrooms, and utility sink

rooms (the "Common Areas") in common with Licensor and other Building occupants. Licensor shall have exclusive control and management of the Common Areas and may enact reasonable rules and regulations concerning their use from time to time.

(6) **License Fee.** Licensee shall pay Licensor a fee ("License Fee") for Licensee's use of the License Area in the amount of **XXXXX per month.**

(7) **Annual License Fee Adjustment.** Beginning on the first anniversary of the Commencement Date and on each anniversary date thereafter until this Agreement terminates, the License Fee shall increase by the greater of two percent (2%) but never by more than four percent (4%) or the percentage change in the Consumer Price Index for the U.S. West Region, United States Average for All Items (1982-84=100) published by the Bureau of Labor Statistics, United States Department of Labor ("CPI") for the preceding twelve (12)-month period thereafter. If, during any year there is a decline in the CPI Index, then the License Fee for the succeeding year shall remain the same.

(8) **Payment.** Licensee shall pay the License Fee by check by the 1st day of each month. All payments shall be by check or money order, or via a system that is mutually agreed to by both parties, made payable to The City of Seattle, and shall be sent to the address shown below, or to any future address and account specified by City. City shall create and provide to Licensee an invoice for the monthly License Fee and Licensee shall reference the corresponding invoice number when submitting any payments to City.

City of Seattle Treasury
PO Box 94626
Seattle WA 98124-6926

(9) **Late and Refused Payments.** If Licensee fails to pay any sum when such amount is due to the City, Licensee shall pay to the City interest on the unpaid amount at the rate of 12% per annum from the date such amount was due until the date paid. Licensee shall pay Licensor a Twenty Dollar (\$20.00) charge for each check refused payment for insufficient funds or any other reason.

(10) **Security Deposit.** Within two (2) days of Commencement Date, Licensee agrees to provide a Security Deposit in the amount of one month's License Fee. If Licensee defaults in any of its obligations under this Agreement, Licensor may, without prior notice to Licensee, use such deposit to cure any such default and in such event, unless this Agreement is terminated under Section (14), below, Primary Licensee shall immediately redeposit an amount equal to that so withdrawn within ten (10) days after the Licensor's demand therefor. Licensor shall pay Primary Licensee the balance of the deposit, with no liability for interest thereon, within thirty (30) days after the expiration or prior termination of the Term if and only if Licensee has fully performed all of its obligations under this Agreement.

(11) **Utilities and Services.**

(a) Licensee's Responsibility. Licensee shall be solely responsible for and shall promptly pay when due all charges for telephone and internet services to the License Area.

(b) Services. Licensor shall cause the Common Areas to be maintained in reasonably good order and condition, except that Licensee shall be responsible for and shall promptly reimburse Licensor for damage occasioned by any act or omission of Licensee or any of Licensee's contractors, agents, invitees, licensees or employees. Licensee's License Fee includes an allocation for water, heat and electricity based on Licensor's estimate of usage and the square footage of the License Area. Licensor will measure the actual energy usage and carbon intensity of the Building annually and will develop a normative score consistent with standards for energy-efficient buildings developed by the U.S. Environmental Protection Agency Energy Star Portfolio Manager program, with a goal of limiting energy use for the Building to or below the normative level. To achieve this objective, the Building utilities will be set to the levels and operated as described in the Building Rules, as promulgated. No more often than once each year Licensor may impose a utility surcharge if the actual usage exceeds the normative score. Licensor shall also provide garbage and recycling facilities on the exterior of the Building. Licensor shall remove garbage and other properly sorted refuse placed by Licensee in the designated locations. Licensee shall not use or install any equipment in the License Area or do anything that exceeds or overloads the capacity of any utility facility for such location.

(c) Interruption. Licensor shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to making repairs, alterations, or improvements or due to accident, strike or conditions or events beyond Licensor's reasonable control shall be deemed an eviction of Licensee or to relieve Licensee from any of Licensee's obligations or to give Licensee a right of action against Licensor for damages.

(12) **Licensee's Obligations.** Licensee further agrees it shall, at its sole cost and expense:

(a) Maintain the License Area in good, clean, and safe condition and on the Expiration Date, return the License Area to Licensor in at least as good

a condition as it was in immediately before Licensee began using the License Area, reasonable wear and tear excepted. No work or alterations shall be performed in or to the License Area without Licensor's prior written approval, which approval may be withheld or conditioned by Licensor, in its' sole discretion;

(b) The Licensee, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and applicable rules, regulations, orders, and directives of all such governmental entities, as well as the orders and directives of authorized officials and employees thereof.

(c) Secure and maintain, during the full term of this Agreement, at no expense to the City, insurance as described herein, if Licensee uses the License Area to teach classes or as a place of business. By the Commencement Date, Licensee shall deliver to Licensor an original signed Certificate of Insurance or certified duplicate liability insurance policy, naming Licensor and its officers, employees, and agents as additional insureds, with the following coverage: comprehensive general liability insurance (broad form) in minimum amounts of \$1,000,000 each occurrence for bodily injury and property damage or as Licensor may otherwise require, **in writing**. Licensee shall keep such coverage in effect at all times throughout the Term of this Agreement;

i. Commercial General Liability insurance written on an occurrence form at least as broad as ISO CG 00 01 with minimum limits of liability of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate. Coverage shall include: License Area and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Licensor as required by contract; General Aggregate Limits of Insurance shall apply separately.

ii. The City of Seattle as Additional Insured: The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. Licensee's insurance shall be primary and non-contributory to any insurance maintained by or available to the City.

iii. Licensee's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the

limits of the insurer's liability. Licensee's insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Licensee's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy.

iv. Evidence of Insurance. On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by Licensee:

1. Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and

2. A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

3. A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents, and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement.

(d) **Participate** in not less than two "open studio" events each year that Licensor or its agents will organize and that will entail opening the License Area to the general public; and

(e) Comply with the Building Rules as they may be promulgated by Licensor from time to time.

(13) **Default.** If Licensee fails to perform any of its obligations under this Agreement and such failure continues for three (3) days after Licensor gives Licensee written notice of such failure then, in addition to any other remedy authorized hereunder, Licensor may terminate this Agreement. In that case, Licensee shall immediately remove all property and cease use of the License Area and the Building and if Licensee fails to do so, Licensor may remove Licensee's property from the License Area at Licensee's cost and expense and without liability of any kind to Licensee and Licensor may pursue all remedies afforded by this Agreement, at law or in equity.

(14) **Modification.** This Agreement may be modified only by written amendment signed by both the Licensor and Licensee.

(15) **Notices.** All notices under this Agreement shall be written and hand-delivered or sent by express or registered mail, return receipt requested, to the addresses in Section (2) on page 1 of this Agreement. Notices will be deemed given on the first to occur of (i) three (3) days after having been mailed by United States registered or certified mail, return receipt requested, or (ii) when received or refused, if hand delivered. Alternatively, notice may be sent via email to the email addresses in Section (2) of this Agreement and notice will be deemed given when the recipient responds via email to confirm receipt.

(16) **AS-IS.** Licensee accepts use of the License Area in its "as is" condition, with no representation or warranty by Licensor as to its condition or its suitability for Licensee's proposed activities, and agrees that Licensor has no obligation to improve, repair or maintain the License Area.

(17) **Waiver of Responsibility.** Licensee agrees that its use of the License Area and Common Areas shall be entirely at Licensee's own risk. Licensor shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the License Area or any other part of the Building, regardless of cause.

(18) **Signage.** Licensee may display signs only on the inside of the window on the door to the License Area. Licensee is responsible for all signage. All signage must be pre-approved by Licensor and hand-written signs will not be permitted.

(19) **Noise.** Licensee shall use no machine or equipment in or about the License Area that causes noise or vibration that may be transmitted to the structure of the Building or to any space therein, to such a degree as to be objectionable to Licensor or to any licensee in the Building.

(20) **Hazardous Substances.** Licensee shall not, without Licensor's prior written consent, keep any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), on or about the License Area or Building except customary office and cleaning supplies in normal quantities handled in compliance with applicable laws. Regarding any Hazardous Substances stored with Licensor's consent, Licensee shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to Licensor true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after Licensor's request therefor, provide evidence satisfactory to Licensor of Licensee's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and

requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Licensee shall be fully liable to Licensor for all cleanup costs and expenses and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed in connection with Licensee's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the License Area or Building. Licensee shall indemnify, defend, and hold Licensor harmless from all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon Licensor, (and Licensor's attorneys' fees and costs) because of Licensee's use, disposal, transportation, generation and/or sale of Hazardous Substances.

(21) **Wasteful and Dangerous Use.** Licensee shall not commit or suffer any waste upon the License Area and will not do or permit to be done in or about the License Area or the Building anything that is inconsistent with this Agreement, or the Park Code as now existing or amended, or that will be dangerous to life or limb, or that will increase any insurance rate upon the Building.

(22) **Joint Inspection of License Area; Licensee's Repair Obligations.** On one occasion during each six months of Term of this Agreement, upon Licensor's request, Licensee shall participate in an inspection of the License Area with the Licensor and shall take all action consistent with this Agreement that Licensor may specify as necessary to maintain and operate the License Area in a clean and safe manner. If Licensee fails to commence such work within thirty (30) calendar days after the Licensor's notice and to diligently prosecute it to completion, then the Licensor shall have the right, at its option and besides all other remedies, to undertake such work and to invoice Licensee for the costs Licensor reasonably incurs in connection therewith and Licensee shall promptly pay the same as additional charges. Licensor shall have no liability to Licensee for any damage, inconvenience, or interference with Licensee's use of the License Area because of the Licensor's performing any such work.

(23) **Surrender of License Area and Removal of Property At Termination.** Upon termination or expiration of this Agreement, Licensee shall: (1) cease use of the License Area; (2) promptly surrender and deliver to Licensor all keys that it may have to any and all parts of the Building; (3) remove all personal property, including equipment, supplies, and artwork from the License Area. Upon termination or expiration of this Agreement, Licensee will have no license or permission of any kind to enter or use the License Area and may only enter the Building subject to the same permission and use restrictions as the general public.

(24) **Removal of Personal Property.** If, after termination or expiration of this Agreement, Licensee has not removed Licensee's personal property within the time allowed, Licensor may, but need not, remove Licensee's personal property and hold it for the Licensee, or place the same in storage, all at the expense and risk of the Licensee. The Licensee shall reimburse Licensor for any expense incurred by Licensor in connection with such removal and storage. Licensor shall have the right to sell such stored property, without notice to Licensee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of

the charges for storage; and third, to the payment of any other amounts which may then be due from the Licensee to Licensor; the balance, if any, shall be paid to the Licensee.

(25) **Indemnification** Licensee shall Indemnify, defend and hold harmless Licensor, its employees and agents (“Indemnified Parties”) against all liabilities, obligations, damages, penalties, claims, cost, charges and expenses, including reasonable attorneys' fees (collectively, "Claims"), which may arise in any manner out of Licensee's use of the License Area or the Building; provided, that the above indemnification shall not extend to cover any Claims to the extent they arise or are caused by the sole negligence of Licensor.

(26) **Choice of Law; Venue.** This Lease shall be governed by the laws of the state of Washington. The sole forum for disputes arising under or related to this Agreement shall be the Superior Court for King County, Washington, and any state appellate court available under Washington law.

(27) **Joint and Several Liability.** If more than one person is identified as Licensee, then all such persons shall be jointly and severally liable to Licensor for performing all of the obligations in this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the date and year first above written:

**LICENSOR: Division Director, Seattle
Parks and Recreation**

LICENSEE: Tenant Name

Signature: _____

Signature: _____

Date: _____

Date: _____