

# Renton Pavilion Event Center Lease

## ARTICLE 1. BASIC TERMS

Article 1 contains the Basic Terms of this Lease between the Lessor and Lessee named below. Other Articles, Sections, Subsections, and Paragraphs of the Lease referred to in this Article 1 explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

### Section 1.1 Date of Lease:

January 1, 2012 – December 31, 2017

### Section 1.2 Lessor and Lessee:

City of Renton (the "City") (hereinafter "Lessor")  
1055 South Grady Way  
Renton, WA 98057  
425-430-6500

Rain City Catering (hereinafter "Lessee")  
P.O. Box 4098  
Renton, WA 98057  
206-395-5126

#### 1.2.1 Lessee's Address at Time of Execution of Lease:

The same as above in Section 1.2.

#### 1.2.2 Address of Property to be Leased by Lessee:

Renton Pavilion Event Center (hereinafter "Pavilion")  
233 Burnett Avenue South  
Renton, WA 98057

### Section 1.3 Exhibits incorporated by reference:

1.3.1 Exhibits A - D, attached hereto, are incorporated by reference as if fully set forth in this Lease.

### Section 1.4 Property Legal Description:

1.4.1 The Pavilion, identified above in section 1.2.2 is the subject property of this Lease and is described in Exhibit A, entitled "Legal Description." The Pavilion includes the land, the buildings and all other improvements located on the land

with the exceptions noted below. The Pavilion being leased to Lessee is further described as:

1.4.1.1 The Pavilion, as depicted in Exhibit B, entitled "Project Site Plan," includes approximately 2,500 square feet of patio space located on the west end of the Pavilion and approximately 860 square feet of patio space located on the east end of the Pavilion.

1.4.1.2 Subject to the legal description included in Exhibit A, Legal Description, the property being leased to Lessee does not include the parking lot or any other exterior space on the north side of the Pavilion, the public sidewalk on the west side of the building, the public sidewalk on the east sides of the building or the Piazza Park or any other exterior space on the south side of the Pavilion.

### **Section 1.5 Characterization of Property:**

- 1.5.1 Lessor has provided Lessee with a set of "as-built" architectural drawings, plus the O & M documentation, for the Lessor's Pavilion renovation completed in 2004.
- 1.5.2 Lessee acknowledges that the floor in the open hall of the Pavilion has load rating design restrictions that limit the amount of weight that can be supported by the floor as specified in Exhibit C, entitled "Floor Load Rating Specifications."
- 1.5.3 For any vehicle and for any use that involves a load requirement that may be in excess of the "stringerless" specifications in the attached Exhibit C, Floor Load Rating Specifications, Lessee shall consult a structural engineer in advance to determine whether the floor can safely handle the load and to secure written documentation of the structural engineer's determination, a copy of which Lessee shall provide Lessor in advance of the specific use.

### **Section 1.6 Lease Term:**

- 1.6.1. The term of this Lease shall be five (5) years, beginning on January 1, 2012 (the "Commencement Date"), and ending on December 31, 2017, unless otherwise terminated under the provisions of Subsections 1.6.2.
- 1.6.2 Lessee may, in its sole discretion and without any recourse by or compensation to Lessor, terminate the Lease with six (6)-months notice to Lessor, so long as such six (6)-months notice is on or after the two (2)-year anniversary of the Commencement Date.
- 1.6.3 Lessee may reserve or rent space at the Pavilion to users during the lease period.

**Section 1.7 Permitted Uses:**

- 1.7.1 Lessee shall engage in the business of providing an event, banquet and meeting facility, and shall on rent or lease for that purpose. See Article 5 for details.

**Section 1.8 Vehicle Parking Spaces Allocated to Lessee:**

- 1.8.1 Lessee shall be allowed unlimited use of two (2) parking spaces in the public parking lot to the north of the Pavilion as established and marked by signage by Lessor, for business-purposes only. Lessee shall also be provided with two (2) City Center Parking Garage passes for its own use for business-purposes only.

**Section 1.9 Base Rent and Other Charges Payable by Lessee:**

- 1.9.1 **Base Rent:** Lessee shall promptly pay Lessor the monthly Base Rent of \$1,000 (one thousand dollars) during the Lease Term. Base Rent shall be due no later than the first of each month. Failure to do so shall constitute a material breach, under Article 15 (Termination).

- 1.9.2 **Revenue Sharing:** In addition to the monthly Base Rent above, Lessee shall pay monthly to Lessor the following amounts. Such amounts shall not include any taxes paid by Lessee, gratuities or charges for on-site labor.

1.9.2.1 **Catering** – Lessor shall receive fifteen percent (15%) of the gross room rental charges catering sales, and of Lessee's net income after third-party charges for food and beverage sales and charges for the following items if provided by Lessee: Audio Visual systems, linens, flowers, tables, chairs, flatware, china and the like.

1.9.2.2 **Parking Garage** – Fees collected for group parking at the City Center Parking Garage shall be a direct one hundred percent (100%) pass-through to the City. Lessor has provided Lessee with a current parking rate chart which may be revised as the Lessor's discretion in the future.

**1.9.3 Audit:**

1.9.3.1 Lessee will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of revenue required to be reported to Lessor per this Section.

1.9.3.2 Lessor shall have the right, upon ten (10) calendar days advance written notice to Lessee, to examine such books, records and accounts at the local Renton office of Lessee or at Renton City Hall and to make copies or extracts thereof as Lessor shall desire. In conducting such examination, Lessor shall exercise its best efforts not to interfere with the normal business operations of Lessee.

1.9.3.3 Lessor shall have the right to have an independent third-party auditor inspect and audit such books, records and accounts of Lessee during normal business hours, the cost of which shall be paid by Lessor. If the third-party auditor's report that Lessee has under-reported its lease payments to Lessor, under the Revenue Sharing agreement in this Section 1.9.2, by more than 5%, then Lessee shall reimburse Lessor for the reasonable cost of the third-party auditor's audit and pay the City a 10% penalty for each period of under-reporting by the Lessee, in addition to the monies owed but under-reported.

**Section 1.10 Exhibits and Other Attachments Which are Part of the Lease:**

- 1.10.1 Exhibit "A" - Legal Description
- Exhibit "B" - Project Site Plan
- Exhibit "C" - Floor Load Rating Specifications
- Exhibit "D" - Maintenance Schedule

**ARTICLE 2. LEASE TERM**

**Section 2.1 Lease of Property for Lease Term:**

- 2.1.1 Lessor and Lessee agree that the Lessor will continue to lease the Pavilion to Lessee for the Lease Term noted in Section 1.6. The beginning and the end of the lease term shall be the dates specified in Section 1.6 unless changed pursuant to a provision of this Lease.

**ARTICLE 3. RENT PAYMENTS AND RESERVES FOR OPERATING EXPENSES**

**Section 3.1 Time and Manner of Payment:**

- 3.1.1 On or before the twenty-eighth (28<sup>th</sup>) day of the second (2<sup>nd</sup>) month of the Lease Term and each month thereafter, Lessee shall pay Lessor the Base Rent and the Revenue Sharing amounts described in Subsection 1.9 for the prior calendar month and the amount of the Leasehold Excise Tax described in Section 4.1. The Base Rent and Revenue Sharing amounts shall be payable at Lessor's address or at such other place as Lessor may designate in writing. Together with such payment, Lessee shall provide a detailed financial report that substantiates the Revenue Sharing payment for the prior calendar month, including but not limited to: (i) an itemized list of the actual event dates, users and applicable catering sales and room rental charges and (ii) a running total of the number of events that occurred to date during each twelve (12)-month period.
- 3.1.2 Upon termination of this Lease under Article 7 (Damage or Destruction), Article 8 (Condemnation), or any other termination not resulting from Lessee's default, and after Lessee has vacated the Pavilion in the manner required by this Lease,

Lessor shall refund or credit to Lessee (or Lessee's successor) any advance rent or other advance payments made by Lessee to Lessor.

- 3.1.3 In the event that Lessee files for bankruptcy, Lessor shall have priority over any and all property that on or in the Pavilion and shall have a priority as a secured creditor. Additionally, Lessee hereby agrees to give Lessor written notice of its intent to file for bankruptcy at least 10 business days before filing in bankruptcy court.

#### **ARTICLE 4. OTHER CHARGES PAYABLE BY LESSEE**

##### **Section 4.1 Taxes:**

- 4.1.1 Lessee shall be solely responsible for the payment of the Leasehold Excise Tax (described below), Business & Occupation Tax and Sales Tax, as applicable.
- 4.1.2 So long as the Pavilion is owned by Lessor and is exempt from general real estate taxes as a municipal corporation in accordance with RCW 84.36.010, Lessee shall be solely obligated to pay the applicable Leasehold Excise Tax (a.k.a. "Rent Excise Tax") on the Base Rent and Revenue Sharing payment.
- 4.1.3 Lessee shall calculate and pay the applicable Leasehold Excise Tax Leasehold monthly to Lessor during the Lease Term along with the rents described in Section 3.1.1.
- 4.1.4 Within one hundred twenty (120) calendar days after the end of each calendar year during the Lease Term or within such longer period of time as may be reasonably necessary, Lessor shall furnish to Lessee a statement of the Leasehold Excise Tax that Lessor was required to charge and collect from Lessee for the preceding calendar year.
- 4.1.5 If the preceding calendar year's required Leasehold Excise Tax charges exceed the monthly payments made by Lessee, then Lessee shall pay Lessor the deficiency within thirty (30) calendar days after receipt of the statement. If the Leasehold Excise Tax payments made by Lessee exceed the required Leasehold Excise Tax charges for the preceding calendar year, then, at Lessor's option, either Lessor shall pay Lessee the excess at the time Lessor furnishes the statement to Lessee or Lessee shall be entitled to offset the excess against the next installment(s) of rent.
- 4.1.6 At the end of the Lease Term, if Lessee is not in arrears for any payments, Lessor shall pay Lessee the excess at the time Lessor furnishes the statement to Lessee.

**Section 4.2 Utilities:**

- 4.2.1 Lessor shall be responsible for providing utilities to the Pavilion. Lessee shall pay for all water, sewer, gas, electricity, telephone, and other utilities and services used by Lessee on the Pavilion during the Lease Term.
- 4.2.2 Under no circumstances shall Lessee be responsible for any charges for water, sewer, gas, electricity, heat, telephone, and other utilities and services, which are not under the control of Lessee and for the use of providing services under this contract as a meeting, banquet and event facility. Lessee shall not be responsible for electrical costs for exterior area illumination of the areas of the park and transit center. These fixtures shall be submetered or connected to electrical sources that Lessor pays for, or the parties will determine through calculation the average monthly cost associated with these fixtures, which shall be credited to the Lessee on each monthly statement.

**Section 4.3 Insurance Policies:**

- 4.3.1 **Liability Insurance.** Lessee shall maintain throughout the duration of the Lease Term a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Lessee against liability for bodily injury, property damage (including loss of use of property) and personal injury or death arising out of the operation, use or occupancy of the Pavilion. Said liability insurance policy shall specifically list "Liquor Liability Included" as a provision.
- 4.3.2 Lessee shall name Lessor as an additional insured under such policy.
- 4.3.3 The initial amount of such insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and no less than Two Million Dollars (\$2,000,000) aggregate and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Lessor's professional insurance advisors and other relevant factors.
- 4.3.4 Lessee shall also maintain throughout the duration of the Lease Term a policy of automobile liability insurance insuring Lessee against liability for bodily injury, property damage and personal injury or death arising out of the operation or use of a vehicle by Lessee's employees, agents, contractors and invitees in connection with the operation, use or occupancy of the Pavilion.
- 4.3.5 Lessee shall name Lessor as an additional insured under such policy to the extent necessary to cover Lessor for automobile-related liability on, at or related to Lessee's Pavilion-related business.
- 4.3.6 The initial amount of such insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence.

- 4.3.7 The liability insurance obtained by Lessee under this Section 4.3 shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure Lessor against Lessee's performance under Section 5.6, if the matters giving rise to the indemnity under Section 5.6 result from Lessee's negligence.
- 4.3.8 The amount and coverage of such insurance shall not limit Lessee's liability nor relieve Lessee of any other obligation under this Lease.
- 4.3.9 Lessor may also obtain comprehensive public liability insurance in an amount and with coverage determined by Lessor insuring Lessor against liability arising out of ownership, operation, use or occupancy of the Pavilion.
- 4.3.10 Lessor's policy shall not be contributory and shall not provide primary insurance.
- 4.3.11 If Lessee requires any agent, contractor, user or invitee to secure or maintain liability insurance related to alterations to or maintenance, operation, use or occupancy of the Pavilion, Lessee shall require that such liability insurance policies include Lessor as an additional insured consistent with this section.
- 4.3.12 Subject to the provisions above, Lessor accepts liability for the use of the Pavilion restrooms for Piazza Events provided for in Subsection 5.4.1.
- 4.3.2 **Property Insurance.** During the Lease Term, Lessor shall maintain policies of insurance to be paid for by Lessor covering loss of or damage to the Pavilion in the full amount of its replacement value.
- 4.3.2.1 Such policy shall contain an inflation guard endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which Lessor deems reasonably necessary. Lessor shall not obtain insurance for Lessee's fixtures or equipment or building improvements installed by Lessee on the Pavilion.
- 4.3.2.2 Lessee shall maintain policies of insurance for Lessee's fixtures or equipment or building improvements installed by Lessee on the Pavilion.
- 4.3.2.3 Nothing in this section shall prevent Lessor from being able to recover for damage to or the destruction of the Pavilion based on the negligence, recklessness or fault of the Lessee or any of its agents, contractors, volunteers, users or invitees.

### 4.3.3 General Insurance Provisions.

4.3.3.1 Any insurance which Lessee is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Lessor not less than forty-five (45) calendar days written notice prior to any cancellation or modification of such coverage.

4.3.3.2 If Lessee fails to deliver any policy, certificate or renewal to Lessor required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Lease Term without Lessor's consent, that failure shall constitute a material breach subject to Article 15. Lessor may obtain such insurance, in which case Lessee shall reimburse Lessor for the cost of such insurance within fifteen (15) calendar days after receipt of a statement that indicates the cost of such insurance.

4.3.3.3 Lessee shall maintain all insurance required under this Lease with companies rated A-XV or better in Best's Insurance Guide, and which are authorized to transact business in the State of Washington. If at any time during the Lease Term, Lessee is unable to maintain the insurance required under the Lease, Lessee shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Lessee's type of business, as that coverage may change from time to time. Lessor makes no representation as to the adequacy of such insurance to protect Lessor's or Lessee's interest. Therefore, Lessee shall obtain any such additional property or liability insurance which Lessee deems necessary to protect Lessor and Lessee.

4.3.3.4 The parties hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Pavilion. This release only applies to claim, losses or liabilities covered by insurance.

### **Section 4.4 Maintenance of Facility:**

4.4.1 Lessee shall reimburse Lessor within thirty (30) calendar days after receipt of a statement for the cost of: (i) Lessor performing any maintenance to the Pavilion for which Lessee is responsible and which Lessee approves in writing, and (ii) Lessor performing any emergency maintenance to safeguard and preserve the integrity of the Pavilion if Lessor is unable to reach Lessee in an emergency for Lessee to perform the maintenance.

### **Section 4.5 Common Exterior Areas; Use, Maintenance and Costs:**

4.5.1 For the purpose of this Section 4.5, Common Exterior Areas are defined as the Piazza Park on the south side of the Pavilion Building and the public parking lot,



Renton Transit Center and City Center Parking Garage on the north side of the Pavilion Building as identified in Exhibit B.

- 4.5.2 If Lessor encounters damage (beyond normal wear and tear) or extraordinary trash in the Common Exterior Areas that are attributed to Lessee's use of the Premises or failure to maintain or clean, Lessor shall notify Lessee to allow Lessee to perform the required maintenance or custodial services.
- 4.5.3 If Lessee fails to perform the required maintenance or custodial services, Lessee shall reimburse Lessor within thirty (30) calendar days after receipt of a statement for the cost of performing such work so long as the damage or extraordinary trash is related to the Lessee's use of the Pavilion. Continued failure to maintain or clean as required by this Lease shall constitute a material breach of this Lease, subject to Article 15.

**Section 4.6 Late Charges:**

- 4.6.1 Lessee's failure to promptly pay Base Rent, Revenue Sharing, parking revenue or taxes may cause Lessor to incur unanticipated costs. The exact amount of such costs may be impractical or difficult to ascertain.
- 4.6.2 Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by any ground lease, mortgage or other encumbrance on the Pavilion.
- 4.6.3 Consequently, if Lessor does not receive any Base Rent, Revenue Sharing or parking revenue payment within ten (10) calendar days after it becomes due, Lessee shall pay Lessor a late charge equal to five percent (5%) of the overdue amount for each month that it is overdue.
- 4.6.4 The parties agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment.
- 4.6.5 Upon Lessee's failure to make any payment due within 30 calendar days of the due date, Lessor takes a secured creditor's interest in Lessee's equipment and property in or on the Pavilion as of the due date.
- 4.6.6 A failure to make full payment within 45 calendar days of the due date shall constitute a material breach of this Lease, subject to Article 15.
- 4.6.7 Three (3) consecutive late payments of monies due or six (6) late payments of monies due during any twelve (12) month period shall be material breach of the Lease, subject to Article 15.

**Section 4.7 Interest on Past Due Obligations:**

- 4.7.1 Any amount owed by Lessee to Lessor which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount, however, interest shall not be payable on late charges to be paid by Lessee under this Lease.
- 4.7.2 The payment of interest on such amounts shall not excuse or cure any default by Lessee under this Lease.
- 4.7.3 If the interest rate specified in this Lease is higher than the rate then permitted by law, the interest rate shall be decreased to the maximum legal interest rate then permitted by law.

**ARTICLE 5. USE OF PROPERTY****Section 5.1 Permitted Uses:**

- 5.1.1 Lessee shall have exclusive control and access to the Pavilion, except as detailed in this Lease. Lessee may use the Pavilion only for the Permitted Uses set forth in Section 1.7 and subject to the floor load restrictions of Section 1.5.
- 5.1.2 Lessee shall not allow smoking inside the building, and shall provide adequate ashtrays in the patio areas outside to accommodate any smoking, which shall only be permitted in accordance with the conditions of state law. Failure to comply with this provision may constitute a material breach of this Lease.
- 5.1.3 Any animal show at the Pavilion must be approved by Lessor in writing prior to the event. Incidental animal activities such as magic shows and service animals such as guide dogs for the blind shall not require Lessor approval.
- 5.1.4 Lessee shall not allow the use of rice, confetti, birdseeds, flower petals and the like outside the Pavilion. Bubbles shall be permitted outside.
- 5.1.5 Lessee shall not allow any obscene use of the Pavilion.
- 5.1.6 The maximum occupancy of the Pavilion shall be 655 people.

**Section 5.2 Manner of Use:**

- 5.2.1 Lessee shall professionally market, maintain and operate the Pavilion as a quality meeting, banquet and event space.
- 5.2.2 Lessee shall not cause or permit the Pavilion to be used in any way that violates any law, ordinance, or governmental regulation or order.

- 5.2.3 Lessee shall obtain and pay for all permits, other than a Certificate of Occupancy, required for Lessee's occupancy of the Pavilion and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Lessee of the Pavilion, including Occupational Safety and Health Administration requirements.
- 5.2.4 Subject to the provisions above, Lessee or Lessee's users shall secure any required liquor license, banquet license or food handling permit for Pavilion use. Failure to comply with this provision of the Lease may constitute a material breach.
- 5.2.5 Lessee shall not obstruct, cover or block Pavilion windows, including but not limited to window coverings and moveable partitions, except as necessary during events and meetings. Any such window coverings and moveable partitions shall be immediately opened or removed on a daily basis after any event or meeting.

### **Section 5.3 Use of Piazza Park**

- 5.3.1 Lessor shall provide Lessee with an annual schedule of City-Sponsored Events for the Piazza Park. Although Lessor reserves the right to schedule City-Sponsored Events at the Piazza Park at any time, if possible, Lessor will attempt to schedule additional City-Sponsored Events on dates where there are no conflicting uses scheduled at the Pavilion.
- 5.3.2 Lessor acknowledges that users and invitees for events at the Pavilion Building may occupy a portion of the Piazza Park for incidental use without the prior, written consent of the Renton Park Board.
- 5.3.3 For the purpose of this provision, incidental use shall mean the ability to use or congregate in a portion of the Piazza Park so long as:
- 5.3.3.1 City of Renton's Park Rules and Regulations are maintained,
- 5.3.3.2 Food or non-alcoholic beverages are only served in the Piazza Park to Lessee's contracted customers,
- 5.3.3.3 Objects erected for Lessee's events shall not impede or restrict public access or use of the Piazza Park by others. For purposes of this subsection "Objects" include, but not limited to, stanchions, barricades, stands, chairs, tables, tents, fixtures or the like, and
- 5.3.3.4 The hours of use of the Piazza Park are dawn to dusk and Lessee shall not permit Pavilion patron use of the Piazza Park outside of these hours.
- 5.3.4 In order for users or invitees of the Pavilion to occupy any portion of the Piazza Park for any use other than specifically provided for above, Lessee or user of the

Pavilion must pay any applicable fee and secure the Renton Board of Park Commissioners' prior, written approval.

5.3.5 Lessee shall provide Pavilion users with a copy of City of Renton's Park Rules and Regulations. Lessee shall make Pavilion users and invitees aware of the City of Renton's restriction against the use of alcohol in the Piazza Park, and of the restrictions related to use of the Piazza Park as described above. Failure to comply with this provision may constitute a material breach of this Lease.

**Section 5.4 City Use of Facility:**

**5.4.1 City-Sponsored Events:**

5.4.1.1 Lessor shall have the right to schedule up to a maximum of twelve (12) City-Sponsored Events per year at the Pavilion. The parties may agree to more.

5.4.1.2 For the purpose of this Subsection 5.4.1, City-Sponsored Events shall refer to any event sponsored or co-sponsored by the City as submitted to Lessee by the Office of the Mayor or the Mayor's designee.

5.4.1.3 Responsibility for any injury or damage to persons or property that occurs in any way as a result of these City-Sponsored Events shall be apportioned based on fault. These events shall be allowed on a space available basis by Lessee, and subject to the restrictions of Subsection 5.4.4.

5.4.2 Lessee shall only be responsible for allowing access to the Pavilion, and providing custodial services before, during and after the event.

5.4.3 The Lessor shall pay Lessee the following for City-Sponsored Events unless the parties specifically agree in writing to another amount:

Base Fee: \$250

Hourly Attendance Fee: \$35

Excessive Cleanup Surcharge: Reimbursement of Lessee's actual costs.

5.4.3.1 These fees and charges shall not include services other than access to an empty, clean Pavilion with a comfortable temperature and well-stocked restrooms. Additional services such as catering shall be billed at Lessee's normal rates, and the exclusivity of Lessee's right to provide such services shall remain in affect during these City Sponsored Events. The room rental revenue (but not the catering revenue) from these City-Sponsored Events to Lessor shall not be subject to the Revenue Sharing provisions of Subsection 1.9.2.

5.4.3.2 Lessee reserves the right to be the sole provider of catering at all City-Sponsored Events at the Pavilion, as well as the right to waive that provision, as long as Lessee does not owe any amounts past due or late charges.

5.4.4 Scheduling of these City-Sponsored Events shall not fall within the following times and dates unless otherwise approved by Lessee in writing:

Friday Evenings after 3:00pm  
Saturdays  
Sundays  
Holidays

5.4.4.1 However, the exclusions in this Subsection 5.4.4 shall not apply during the annual Renton River Days event and for the annual Holiday Tree Lighting festivities.

5.4.5 **Piazza Events:**

5.4.5.1 Lessor may schedule a maximum of thirty-six (36) City-Sponsored Events in the Piazza Park such as the Renton Farmers' Market, the Cinema on the Piazza summer movies, festivals and the like where Lessee shall provide access to Pavilion restrooms (but not the entire building).

5.4.5.2 Lessor shall provide Lessee with at least sixty (60) calendar days advance notice for such events. Lessee agrees to work with other potential users of the Pavilion for the dates of such Piazza events to coordinate shared use of the Pavilion restrooms, if possible. However, if Lessee has another use scheduled for the Pavilion where shared use of the restrooms is not possible for one (1) or more of the above Piazza events, Lessee shall provide Lessor with at least fifteen (15) business days advanced notice, in which case Lessee shall not provide access to the Pavilion restrooms and Lessor or the Piazza event sponsor shall secure commercially available portable toilets at its own expense, if desired.

5.4.5.3 If there is no other event scheduled or another event scheduled where the Pavilion restrooms may be shared, Lessee shall make the restrooms at the Pavilion available for \$50.00 for each eight (8) hour period per event for Farmers' Market, Return to Renton Car Show & River Days vendors & volunteers only. Said fee shall be paid by Lessor or the Piazza event sponsor within thirty (30) calendar days of receipt of invoice from Lessee. Lessee shall be responsible for opening, monitoring, cleaning, restocking and locking the Pavilion restrooms for each such event. Responsibility for any injury or damage to persons or property that occurs in any way as a result of the use of the Pavilion restrooms for such Piazza events shall be apportioned by fault. The \$50.00 payments for use

of the Pavilion restrooms described in this Subsection 5.4.2 shall not be subject to the Revenue Sharing provisions of Subsection 1.9.3.

5.4.5.4 Lessee shall have and maintain control of keyed access and conditions of use for restrooms during Piazza events.

5.4.5.5 If another event is scheduled during one (1) of the above-mentioned or similar Piazza events, Lessee shall inform the Pavilion user for such date of the Piazza event so that the user is aware in advance of potential impacts from the Piazza event on the user's event or meeting on the Pavilion.

**Section 5.5 Signs:**

5.5.1 Lessee shall not place any interior or exterior signs on the Pavilion without Lessor's prior written consent.

**Section 5.6 Indemnity:**

**5.6.1 Lessee's Indemnification of Lessor:**

5.6.1.1 Lessee, shall indemnify, defend and hold Lessor harmless from and against any and all costs, claims, fees, losses or liability, or any portion thereof, arising from: (a) Lessee's use of the Pavilion; (b) the conduct of Lessee's business or anything else done or permitted by Lessee in or about the Pavilion, including any contamination of the Pavilion property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Lessee; (c) any breach or default in the performance of Lessee's Lease obligations; (d) any misrepresentation or breach of warranty by Lessee; or (e) other acts or omissions of Lessee.

5.6.1.2 Lessee shall defend Lessor against any such cost, claim, fee, loss or liability at Lessee's expense with counsel reasonably acceptable to Lessor or, at Lessor's election, Lessee shall reimburse Lessor for any legal fees or costs incurred by Lessor in connection with any such claim. As a material part of the consideration to Lessor, Lessee assumes all risk of damage to property or injury to persons in the Pavilion arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor, except for any claim arising out of Lessor's sole negligence. As used in this Section 5.6, the term "Lessee," for purposes of triggering indemnification, shall include Lessee, and Lessee's officers, employees, agents, contractors, volunteers and invitees.

5.6.1.3 This indemnification provision shall not be applicable to any sums payable under RCW Title 51 and does not waive the protections of Title 51 RCW. The parties have freely negotiated this provision.

5.6.1.4 The provisions of this Subsection 5.6.1 shall survive the termination or expiration of this Lease.

**Subsection 5.6.2 Lessor's Indemnification of Lessee:**

5.6.2.1 Subsection 5.6.2 shall apply only to Lessor's liability and responsibility for (i) the City-Sponsored Events provided for in Subsection 5.4.1; and (ii) the use of the Pavilion restrooms for Piazza events provided for in Subsection 5.4.2. Lessor shall provide no other indemnification for Lessee.

5.6.2.2 Subject to the above limitations, Lessor shall indemnify, defend and hold Lessee harmless from and against any and all costs, claims, losses or liability, or any portion thereof, arising from: (a) Lessor's use of the Pavilion, that materially harms Lessee; (b) the conduct of Lessor's business or anything else done or permitted by Lessor in or about the Pavilion, including any contamination of the Pavilion or any other property resulting from the presence or use of Hazardous Material caused or knowingly permitted by Lessor, that materially harms the Lessee; (c) any material breach, subject to Article 15, or default in the performance of Lessor's obligations under this Lease, that materially harms Lessee; (d) any material misrepresentation or breach of warranty by Lessor under this Lease, that materially harms Lessee; or (e) other acts or omissions of Lessor, that materially harms Lessee. Subject to the limitations above, Lessor shall defend Lessee against any such cost, claim, loss or liability at Lessor's expense with counsel reasonably acceptable to Lessee or, at Lessee's election, Lessor shall reimburse Lessee for any legal fees or costs incurred by Lessee in connection with any such claim.

5.6.2.3 As a material part of the consideration to Lessee, Lessor assumes all risk of damage to property or injury to persons in the Pavilion arising from the negligence of the Lessor or its agents, and only as to that negligence Lessor hereby waives all claims in respect thereof against Lessee, except for any claim arising out of Lessee's negligence. As used in this Section 5.6, the term "Lessor," for purposes of triggering indemnification, shall include Lessor's elected officials, officers, employees, agents, contractors, volunteers and invitees.

5.6.2.4 This indemnification provision shall not be applicable to any sums payable under RCW Title 51 and does not waive the protections of Title 51 RCW. The parties have freely negotiated this provision.

5.6.2.5 The provisions of this Subsection 5.6.2 shall survive the termination or expiration of this Lease.

**Section 5.7 Lessor's Access:**

- 5.7.1 Lessor may access the main electrical room on the northeast side of the Pavilion at any time and without notice for the purpose of using or maintaining the electrical service, exterior lighting controls for the Piazza Park, and communications/CCTV equipment. Lessor may also access the restrooms at the Pavilion for Piazza events as provided for in Subsection 5.4.5.
- 5.7.2 Lessor or its agents may enter the Pavilion at all reasonable times to show the Pavilion to potential buyers, investors, lessees or others as Lessor sees necessary. Lessor shall give Lessee reasonable prior notice of such entry, except in the case of emergency. Lessor may place customary "For Lease" signs on the Pavilion at any time during the Lease. Lessee may take down the "For Lease" signs during events, but shall replace them immediately afterwards.

**Section 5.8 Quiet Possession:**

- 5.8.1 If Lessee pays the Base Rent, Revenue Sharing, parking revenue and complies with all other terms of this Lease, Lessee may occupy and enjoy the Pavilion for the full Lease Term, subject to the provisions of this Lease. Subject to the provisions above, Lessee acknowledges that the Pavilion is located adjacent to the Piazza Park and the Renton Transit Center and that, as such, the use of the Pavilion may be impacted by the day-to-day activities in the adjacent spaces or City-sponsored or endorsed activities in the Piazza Park, including but not limited to the Piazza events described in Subsection 5.4.

**Section 5.9 Hazardous Material:**

- 5.9.1 Lessor represents and warrants to Lessee that, to the best of Lessor's knowledge, there is no "Hazardous Material" (as defined below) on, in, or under the Pavilion as of the Commencement Date except as otherwise disclosed to Lessee in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Pavilion as of the Commencement Date, which has been or thereafter becomes unlawfully released through no fault of Lessee, then Lessor shall indemnify, defend and hold Lessee harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Lessee either during or after the Lease Term as the result of such contamination.
- 5.9.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, used in or about, or buried or disposed of on the Pavilion by Lessee, its officers, agents, employees, contractors, volunteers or invitees, except after written notice to the Lessor at least five (5) business days before such possession or use on or near the Pavilion, and in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances.



- 5.9.3 If Lessee breaches the obligations stated in the preceding sentence, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, fees, costs, liabilities or losses including, without limitation, diminution in the value of the Pavilion, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Pavilion, or elsewhere, damages arising from any adverse impact on marketing of space at the Pavilion, damage related to any environmental contamination, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Lessor either during or after the Lease Term. This indemnification by the Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial action under RCW 70.105D, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in or under the Pavilion, or in its soil or its ground water. Lessee also agrees to grant Lessor the right to enter the Pavilion for the purpose of conducting tests and monitoring for the purpose of determining whether hazardous substances are present or have been released on or in or below the Pavilion.
- 5.9.4 Lessee shall immediately notify Lessor in writing of any inquiry, investigation or notice that Lessee may receive from any third-party regarding the actual or suspected presence of Hazardous Material on the Pavilion, and forward any related documents or materials to the City.
- 5.9.5 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Pavilion by Lessee, its officers, agents, employees, contractors, volunteers or invitees, results in any unlawful release of Hazardous Material on, in or underneath the Pavilion or any other property, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Pavilion or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that Lessor's approval of such actions shall first be obtained, which approval may be withheld at Lessor's sole discretion.
- 5.9.6 As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government due to its potential harm to the health, safety or welfare of humans, animals or the environment.

**ARTICLE 6. CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS****Section 6.1 Existing Conditions:**

6.1.1 Lessee accepts the Pavilion in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation as to the condition of the Pavilion or the suitability of the Pavilion for Lessee's intended use. Lessee represents and warrants that Lessee has made its own inspection of and inquiry regarding the condition of the Pavilion and is not relying on any representations of Lessor or any Broker with respect thereto. As the Lessee of the Pavilion before this current Lease is executed, Lessee has not given Lessor notice of any existing condition to resolve.

**Section 6.2 Exemption of Lessor from Liability:**

6.2.1 Lessor shall not be liable for any damage or death or injury to the person, business (or in any loss of income there from), goods, wares, merchandise or other property of Lessee, Lessee's officers, agents, employees, volunteers, invitees, customers or any other person in or about the Pavilion, whether such damages or injury is caused by or results from: (a) fire, steam, electricity, water, gas, snow, rain, or volcanic activity; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air condition or lighting fixtures or any other cause; or (c) conditions arising in or about the Pavilion or upon other portions of the Project, or from other sources or places.

6.2.2 Lessor shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage, death or injury are not accessible to Lessee. The provisions of this Section 6.2 shall not, however, exempt Lessor from liability for Lessor's negligence or misconduct.

**Section 6.3 Maintenance and Repairs:**

6.3.1 Lessee shall have total responsibility for maintenance as described in Exhibit D, Maintenance Schedule, routine repairs and custodial services for the Project.

6.3.2 Exhibit D details Lessee's maintenance and custodial duties.

6.3.3 Lessee shall maintain records on the Pavilion that document Lessee's performance of preventative maintenance, inspections and service to the HVAC and other building systems included in Exhibit D, Section II (Mechanical). Such records shall be available for inspection by Lessor.

6.3.4 Lessor will conduct periodic inspections of the Pavilion and the above records with ten (10) calendar days notice to assure compliance with the maintenance and custodial requirements. Lessor reserves the right to perform emergency

maintenance services to safeguard and preserve the integrity of the Pavilion and to perform maintenance, repairs or custodial services if Lessee fails to perform them within thirty (30) calendar days of notice. Lessor will bill Lessee for emergency or other services provided by Lessor and Lessee shall make payment along with the rent described in Section 1.10. Lessee's repeated failure to maintain the Pavilion shall constitute a material breach, subject to Article 15.

- 6.3.5 Lessee is responsible for any processes, procedures, or construction activities that require environmental review, permits, or similar approvals. Qualified individuals, as approved by the Lessor, shall perform all maintenance, design or construction work on the Pavilion.
- 6.3.6 Lessor shall be responsible for all exterior damage repair and maintenance of the Pavilion Building, unless caused by Lessee's use, or the Lessee's agents, employees, contractors, volunteers or invitees. Lessor shall assume responsibility for all items of HVAC major maintenance identified in Exhibit D, or related to such maintenance.
- 6.3.7 Lessor has provided Lessee at no charge with instruction regarding the operation and maintenance of HVAC and other mechanical systems located in the Pavilion Building and the use of the Maintenance Schedule included in Exhibit D. Lessor shall be responsible for water treatments for the chiller loop and for the annual boiler inspection and maintenance.
- 6.3.8 Subject to the provisions of Article 7, if Lessee properly performs the required preventative maintenance, inspections and service included in Exhibit D, Section II, Lessor shall be responsible for repairing failures to the following equipment, systems or components on the Pavilion: structural components, HVAC, plumbing, electrical distribution and electronic control systems. However, this provision shall not apply to items that may need repair or replacement by Lessee due to normal wear and tear during the Lease Term including, but not limited to, door openers and closers, roll up door rollers, toilet flush valves, restroom fans, light bulbs and other consumable items.

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#### **Section 6.4 Alterations and Other Changes:**

- 6.4.1 Lessee shall not make any alterations to the Pavilion or install interior or exterior signage without Lessor's prior written consent.
- 6.4.1.1 Lessee shall pay for any alterations approved by Lessor.
- 6.4.1.2 The term "Alterations" shall mean any addition, modification, improvement or removal, other than the installation of carpet, shelves, movable partitions, Lessee's equipment, and trade fixtures which may be performed without damaging existing improvements, fixtures, walls, floors, or the structural integrity of the Pavilion, and Lessor's consent

shall not be required for Lessee's installation of those items. However, Lessee agrees to coordinate any carpet installation in advance with Lessor to insure that the carpet is installed in a manner that allows appropriate service access to all HVAC service areas in the plenum.

6.4.1.3 Lessor may require Lessee to provide demolition and/or lien and completion bonds in form and amount satisfactory to Lessor. Lessee shall immediately remove any alterations, additions, or improvements constructed in violation of this Section 6.4 upon Lessor's written request.

6.4.1.4 All alterations shall be done in a good, code-compliant and workmen-like manner, in conformity with all applicable laws and regulations, and by a contractor approved by Lessor. Before commencement of any alteration, Lessee shall provide Lessor with all plans, blueprints, and designs for review. Upon completion of any such work, Lessee shall provide Lessor with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Lessee shall not be required to remove or pay the cost of removal of any Alterations upon the termination or expiration of the Lease for any reason.

6.4.1.5 All alternations shall become the property of Lessor upon termination or expiration of the Lease.

6.4.2 Lessee shall pay when due all claims for labor and material furnished to the Pavilion. Lessee shall give Lessor at least twenty (20) calendar days prior written notice of the commencement of any work on the Pavilion, regardless of whether Lessor's consent to such work is required. Lessor may elect to record and post notices of non-responsibility on the Pavilion. Lessee shall reimburse Lessor for any legal fees or costs incurred by Lessor in connection with defending itself against any claims for labor or material furnished to the Pavilion.

## **Section 6.5 Pavilion Condition Upon Termination of Lease**

6.5.1 Upon the termination of the Lease, under Article 15, Lessee shall surrender the Pavilion to Lessor, broom clean and in the same condition as received except for ordinary wear and tear which Lessee was not otherwise obligated to remedy under the provisions of this Lease. Holes in walls or floors shall not constitute ordinary wear and tear. However, Lessee shall not be obligated to repair any damage which Lessor is required to repair under Article 7.

6.5.2 All alterations shall become Lessor's property upon the expiration or early termination of the Lease, except that Lessee may remove any of Lessee's machinery or equipment which can be removed without material damage to the Pavilion, provided that Lessee has paid Lessor all monies owed.

- 6.5.3 Lessee shall repair, at Lessee's expense, any damage to the Pavilion caused by the removal of any such machinery, specialty cabinets installed by Lessee, computer, telephone or other communication or electronic equipment, or other equipment.
- 6.5.4 In no event shall Lessee remove any of the following materials or equipment (agreed to be Lessor's property) without Lessor's prior written consent: any power wiring or power panels; lighting or lighting fixtures, wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates or security systems; or other similar building operating equipment and decorations.
- 6.5.5 Within thirty (30) calendar days after the expiration or early termination of this Lease, Lessee shall remove from the Pavilion, at its sole expense, all equipment, furnishings, and other personal property owned and placed in or on the Pavilion by the Lessee unless otherwise provided for in the Lease. If Lessee fails to removed such equipment, furnishings, and other personal property within the time allowed, Lessor may, but need not, remove said personal property and hold it for the owners thereof, or place the same in storage, all at the expense and risk of the owners thereof, and Lessee shall reimburse Lessor for any expenses incurred by Lessor in connection with such removal and storage. Lessor shall have the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) calendar days or more, the proceeds of such sale to be applied first to the cost of sale, second to payment of any charges for storage, and third to the payment of any other amounts which may then be due from Lessee to Lessor, and the balance, if any, shall be considered forfeited and deposited into the City's general fund.

## **ARTICLE 7. DAMAGE OR DESTRUCTION**

### **Section 7.1 Partial Damage to Property:**

- ~~7.1.1~~ Lessee shall notify Lessor in writing immediately upon the occurrence of any damage to the Pavilion. If the Pavilion is only partially damaged, [i.e., less than fifty percent (50%) of the Pavilion is not leasable as a result of such damage or less than fifty percent (50%) of Lessee's operations are materially impaired], and if the proceeds received by Lessor from the insurance policies described in Subsection 4.3 are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Lessor shall repair the damage as soon as reasonably possible. Lessor may elect (but is not required) to repair any damage to Lessee's fixtures, equipment, or improvements, subject to an agreement that Lessee pay for such repair. Lessee shall pay Lessor, if the damage was due to an act or omission of Lessee, or Lessee's employees, agents, contractors, volunteers or invitees, the "deductible amount," if any, under Lessor's insurance policies.

- 7.1.2 If the insurance proceeds received by Lessor are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Lessor maintains under Section 4.3, Lessor may elect to (i) repair the damage, (ii) Lessor may chose to continue honor the this Lease and/or (iii) Lessor may terminate this Lease as of the date the damage occurred.
- 7.1.2.1 Lessor shall notify Lessee within thirty (30) calendar days after receipt of notice of the damage whether Lessor elects to terminate the Lease.
- 7.1.2.2 Lessee shall pay Lessor, if the damage was due to an act or omission of Lessee, or Lessee's employees, agents, contractors, volunteers or invitees, the "deductible amount," under Lessor's insurance policies.
- 7.1.2.3 If Lessor elects to terminate the Lease, under Article 15, Lessee shall pay the cost of such repairs, except that upon satisfactory completion of such repairs, Lessor shall deliver to Lessee insurance proceeds to cover the cost of Lessee's repairs.
- 7.1.2.4 If the Lessor elects to not terminate the Lease, Lessee shall repair any damage to the Pavilion.
- 7.1.3 If the damage to the Pavilion occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) calendar days to repair, either Lessor or Lessee may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within thirty (30) calendar days after Lessee's notice to Lessor of the occurrence of the damage. This opportunity to terminate shall not absolve Lessee of its responsibility to repair and/or indemnify Lessor for the Lessee's negligence or damage to Lessor's property.

**Section 7.2 Substantial or Total Destruction:**

- 7.2.1 If the Pavilion is substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Pavilion is greater than partial damage as described in Section 7.1, and regardless of whether Lessor receives any insurance proceeds, this Lease shall terminate as of the date the destruction occurred). Subject to the preceding sentence, if the Pavilion can be rebuilt within six (6) months after the date of destruction, Lessor may elect to rebuild the Pavilion, and may chose to have this Lease remain in effect. Lessor shall notify Lessee of such election within thirty (30) calendar days after Lessee's notice of the occurrence of total or substantial destruction.

**Section 7.3 Temporary Reduction of Rent:**

- 7.3.1 If the Pavilion is destroyed or damaged and Lessor or Lessee repairs or restores the Pavilion pursuant to the provisions of this Article 7, any rent payable during the period of such damage repair and/or restoration shall be reduced according to the degree, to which Lessee's use of the Pavilion is impaired, unless the damage was the result of Lessee's negligence. Except for such possible reduction in Base Rent, Lessee shall not be entitled to any compensation, reduction, or reimbursement from Lessor as a result of any damage, destruction, repair, or restoration of or to the Pavilion.

**Section 7.4 Destruction Waiver:**

- 7.4.1 Lessee waives the protection of any statute, code or judicial decision which grants a lessee the right to terminate a lease in the event of the substantial or total destruction of the leased Pavilion. Lessee agrees that the provision of Section 7.2 above shall govern the rights and obligations of Lessor and Lessee in the event of any substantial or total destruction to the Pavilion.

**ARTICLE 8. CONDEMNATION**

- 8.1.1 If all or any portion of the Pavilion is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the floor area of the building in which the Pavilion is located, or which is located on the Pavilion, is taken, either Lessor or Lessee may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession).
- 8.1.2 If neither Lessor nor Lessee terminates this Lease under Article 15, this Lease shall remain in effect as to the portion of the Pavilion not taken, except that the Base Rent shall be reduced in proportion to the reduction in the Pavilion floor area.
- 8.1.3 Any Condemnation Award or payment shall be distributed in the following order: (a) first, to any mortgagee or beneficiary under a deed of trust encumbering the Pavilion, the amount of its interest in the Pavilion; (b) second, to Lessee, only the amount of any award specifically designated for loss of or damage to Lessee's trade fixtures or removable personal property; and (c) third, to Lessor, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise.

- 8.1.4 If this Lease is not terminated, Lessor shall repair any damage to the Pavilion due to Condemnation, except that Lessor shall not be obligated to repair any damage for which Lessee has been reimbursed by the condemning authority.
- 8.1.5 If the severance damages received by Lessor are not sufficient to pay for such repair, Lessor shall have the right to either terminate this Lease or make such repair at Lessor's expense.

## **ARTICLE 9. ASSIGNMENT AND SUBLETTING**

### **Section 9.1 Lessor's Consent Required:**

- 9.1.1 No portion of the Pavilion or of Lessee's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Lessee (hereafter collectively referred to as a "transfer") without Lessor's prior written consent. Lessor has the right to grant or withhold its consent as provided in Section 9.3 below.
- 9.1.2 Any attempted transfer without Lessor's prior written consent shall be void and shall constitute a non-curable material breach subject to Article 15. If Lessee is a partnership or limited liability company, any cumulative transfer of more than twenty percent (20%) of the entity's interests shall require Lessor's consent.
- 9.1.3 If Lessee is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation, cumulatively over the life of the Lease, shall require Lessor's consent.

### **Section 9.2 No Release of Lessee:**

- 9.2.1 No transfer shall release Lessee or change Lessee's primary liability to pay the Base Rent, Revenue Sharing and to perform all other obligations of Lessee under this Lease. Lessor's acceptance of Base Rent or Revenue Sharing from any other person is not a waiver of any provision of this Article 9. Consent to one transfer is not consent to any subsequent transfer.
- 9.2.2 If Lessee's transferee defaults under this Lease, Lessor may proceed directly against Lessee without pursuing remedies against the transferee, or against both the Lessee and its transferee. Lessor may consent to subsequent assignments or modifications of this Lease by Lessee's transferee, without notifying Lessee or obtaining its consent, and without relieving Lessee of liability under this Lease.

### **Section 9.3 Lessor's Consent:**

- 9.3.1 Lessee's request for consent to any transfer described in Section 9.1 shall set forth in writing the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of



the proposed transfer (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Lessor deems relevant. Lessor shall have the right to withhold consent, or to grant consent, based on the following factors: (i) the business of the proposed assignee or sublessee and the proposed use of the Pavilion; (ii) the net worth and financial reputation of the proposed assignee or sublessee; (iii) Lessee's compliance with all of its obligations under the Lease; and (iv) such other factors as Lessor may reasonably deem relevant in its sole discretion.

## **ARTICLE 10. DEFAULT OR FAILURE OF CONSIDERATION**

- 10.1.1 Lessee's performance of each of Lessee's obligations under this Lease is a condition as well as a covenant. Lessee's right to continue in possession of the Pavilion is strictly conditioned upon such performance, including but not limited to rent, revenue sharing, parking revenue and maintenance. Time is of the essence in the performance of all covenants and conditions.
- 10.1.2 Lessor may terminate the Lease, under Article 15, and take possession of the Pavilion in the event that the Lessee shall have failed to perform any of the covenants or conditions of the Lease, and such default or deficiency in performance was not remedied by the Lessee within thirty (30) calendar days after receiving notice in writing stating the nature of the default or deficiency and the Lessor's intention to terminate the Lease if not corrected.
- 10.1.3 Under such circumstances as noted in this article, the Lessee is still responsible for any outstanding amounts, as well as penalties, and any other liabilities, attorney's fees, filing fees, costs and assessments.
- 10.1.4 The vacating or abandonment of the Pavilion shall constitute a default and a material breach by Lessee.
- 10.1.5 The making by Lessee or any general assignment, or general arrangement for the benefit of creditor, the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Pavilion or of Lessee's interest in the Pavilion, or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Pavilion or of Lessee's interest in the Pavilion shall constitute a default, and a material breach by Lessee.

## **ARTICLE 11. PROTECTION OF LENDERS**

### **Section 11.1 Subordination:**

- 11.1.1 Lessor shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Pavilion, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Lessee shall cooperate with

Lessor and any lender which is acquiring a security interest in the Pavilion or the Lease.

11.1.2 Lessee shall execute such further documents and assurances as such lender may require, provided that Lessee's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Lessee shall not be deprived of its rights under this Lease. Lessee's right to quiet possession of the Pavilion during the Lease Term shall not be disturbed if Lessee pays the Base Rent, Revenue Sharing and performs all of Lessee's obligations under this Lease and is not otherwise in default.

11.1.3 If any ground Lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Lessee, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

**Section 11.2 Attornment:**

11.2.1 If Lessor's interest in the Pavilion is acquired by any ground Lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Lessee shall attorn to the transferee of or successor to Lessor's interest in the Pavilion and recognize such transferee or successor as Lessor under this Lease. Lessee waives the protection of any statute or rule of law which gives or purports to give Lessee any right to terminate this Lease or surrender possession of the Pavilion upon the transfer of Lessor's interest.

**Section 11.3 Signing of Documents:**

11.3.1 Lessee shall sign and deliver any instrument or documents required to evidence any such attornment or subordination or agreement to do so.

11.3.2 If Lessee fails to do so within twenty (20) calendar days after written request, Lessee hereby makes, constitutes and irrevocably appoints Lessor, or any transferee or successor of Lessor, the attorney-in-fact of Lessee to execute and deliver any such instrument or document.

**Section 11.4 Estoppel Certificates:**

11.4.1 Upon Lessor's written request, Lessee shall execute, acknowledge and deliver to Lessor a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Lessor is not in default under this Lease (or, if Lessor is claimed to be in default, stating why); and (v) such other

representations or information with respect to Lessee or the Lease as Lessor may reasonably request or which any prospective purchaser, encumbrancer, or interest-holder of the Pavilion may require.

- 11.4.2 Lessee shall deliver such statement to Lessor within twenty (20) calendar days after Lessor's request. Lessor may give any such statement by Lessee to any prospective purchaser, encumbrancer, or interest-holder of the Pavilion. Such person or persons may rely conclusively upon such statement as true and correct.
- 11.4.3 If Lessee does not deliver such statement to Lessor within such twenty (20) day period, Lessor, and any prospective purchaser, encumbrancer, or interest-holder may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Lessor; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Lessor; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Lessor is not in default under the lease. In such event, Lessee shall be estopped from denying the truth of such facts.

## **ARTICLE 12. LEGAL COSTS**

### **Section 12.1 Legal Proceedings:**

- 12.1.1 If Lessee or Lessor shall be in material breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any costs or expenses that the Nondefaulting Party incurs in connection with any material breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees, filing fees and costs. The losing party in such action shall pay such attorneys' fees and costs.
- 12.1.2 Lessee shall indemnify Lessor against and hold Lessor harmless from all costs, fees, expenses, demands and liability Lessor may incur if Lessor becomes or is made a party to any claim or action (a) instituted by Lessee against any third-party, or by any third-party against Lessee, or by or against any person holding any interest under or using the Pavilion by license of or agreement with Lessee; (b) for foreclosure of any lien for labor or material furnished to or for Lessee or such other person; (c) otherwise arising out of or resulting from any act or transaction of Lessee or such other person; or (d) necessary to protect Lessor's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended.

12.1.3 Lessee shall defend Lessor against any such claim or action at Lessee's expense with counsel reasonably acceptable to Lessor or, at Lessor's election, Lessee shall reimburse Lessor for any legal fees or costs Lessor incurs in any such claim or action.

**Section 12.2 Lessor's Consent:**

13.2.1 Lessee shall pay Lessor's reasonable attorneys' fees incurred in connection with Lessee's request for Lessor's consent under Article 9 (Assignment and Subletting), or in connection with any other act which Lessee proposes to do and which requires Lessor's consent.

**ARTICLE 13. MISCELLANEOUS PROVISIONS**

**Section 13.1 Non-Discrimination:**

13.1.1 Lessee promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, age, sex, sexual orientation, mental or physical disability, religion, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Pavilion or any portion thereof, unless exempted by applicable state or federal legislation or judicial or quasi-judicial decisions. Discrimination shall be a material breach, subject to Article 15.

**Section 13.2 Lessor's Liability; Certain Duties:**

13.2.1 As used in this Lease, the term "Lessor" means only the current owner or owners of the fee title to the Pavilion or the leasehold estate under a ground lease of the Pavilion at the time in question. Each Lessor is obligated to perform the obligations of Lessor under this Lease only during the time such Lessor owns such interest or title. Any Lessor who transfers its title or interest is relieved of all liability with respect to the obligations of Lessor under this Lease to be performed on or after the date of transfer. However, each Lessor shall deliver to its transferee all funds that Lessee previously paid if such funds have not yet been applied under the terms of this Lease.

13.2.2 Lessee shall give written notice of any failure by Lessor to perform any of its obligations under this Lease to Lessor and to any ground Lessor, mortgagee or beneficiary under any deed of trust encumbering the Pavilion whose name and address have been furnished to Lessee in writing. Lessor shall not be in default under this Lease unless Lessor (or such ground Lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Lessee's notice. However, if such non-performance reasonably requires more than thirty (30) calendar days to cure, Lessor shall not be in default if such cure is

commenced within such thirty (30) calendar day period and thereafter is diligently pursued to completion.

**Section 13.3 Severability:**

13.3.1 A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease.

**Section 13.4 Interpretation:**

13.4.1 The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Lessee, the term "Lessee" shall include Lessee's officers, agents, employees, contractors, volunteers, invitees, successors or others using the Pavilion with Lessee's expressed or implied permission. In any provision relating to the conduct, acts or omissions of Lessor, the term "Lessor" shall include Lessor's elected officials, officers, agents, employees, contractors, volunteers, invitees, successors or others using the Pavilion with Lessor's expressed or implied permission.

**Section 13.5 Incorporation of Prior Agreements; Modifications:**

13.5.1 This Lease is the only agreement between the parties pertaining to the lease of the Pavilion and no other agreements are effective. All amendments to this Lease must be in writing and signed by all parties. Any other attempted amendment, unless in writing and signed by each party shall be void.

**Section 13.6 Notices:**

13.6.1 All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return-receipt requested, postage prepaid. Notices to Lessee or Lessor shall be delivered to the address specified in Section 1.2. All notices shall be effective upon delivery. Either party may change its notice address by written notice to the other party.

**Section 13.7 Waivers:**

13.7.1 All waivers must be in writing and signed by the waiving party. Lessor's failure to enforce any provision of this Lease or its acceptance of rent or revenue sharing shall not be a waiver and shall not prevent Lessor from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Lessee or in a letter accompanying a payment check shall be binding

on Lessor. Lessor may, with or without notice to Lessee, negotiate such check without being bound to the conditions of such statement.

**Section 13.8 No Recordation:**

13.8.1 Lessee shall not record this Lease without prior written consent from Lessor. However, either Lessor or Lessee may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees required to accomplish recordation.

**Section 13.9 Binding Effect; Choice of Law:**

13.9.1 This Lease binds any party who legally acquires any rights or interest in this Lease from Lessor or Lessee. However, Lessor shall have no obligation to Lessee's successor unless the rights or interest of Lessee's successor are acquired in accordance with the terms of this Lease. The laws of the State of Washington shall govern this Lease.

**Section 13.10 Entity Authority:**

13.10.1 If Lessee is an entity other than an individual or partnership, each person signing this Lease on behalf of Lessee represents and warrants that he or she has full authority to do so and that this Lease binds the entity. Within thirty (30) calendar days after this Lease is signed, Lessee shall deliver to Lessor a certified copy of a resolution of Lessee's Board of Directors or other governing body authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Lessor. If Lessee is a partnership, each person or entity signing this Lease for Lessee represents and warrants that he, she or it is a general partner of the partnership, that he, she or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Lessee shall give written notice to Lessor of any general partner's withdrawal or addition. Within thirty (30) calendar days after this Lease is signed, Lessee shall deliver to Lessor a copy of Lessee's recorded statement of partnership or certificate of limited partnership.

**Section 13.11 Joint and Several Liability:**

13.11.1 All parties signing this Lease as Lessee shall be jointly and severally liable for all obligations of Lessee.

**Section 13.12 Force Majeure:**

13.12.1 If Lessor cannot perform any of its obligations due to events beyond Lessor's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events beyond Lessor's control.

Such events include, but are not limited to, Acts of God, war, civil commotion, labor disputes, strikes, fire, earthquake, flood or other casualty, shortages of labor or material, government regulation or restriction, volcanic eruption, and weather conditions.

**Section 13.13 Execution of Lease:**

13.13.1 This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Lessor's delivery of this Lease to Lessee shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

**Section 13.14 Survival:**

13.14.1 All representations and warranties of Lessor and Lessee shall survive the expiration or early termination of this Lease.

**ARTICLE 14. BROKERS**

14.1 Nothing contained in this Lease shall impose any obligation on Lessor to pay a commission or fee to any party. Lessee represents and warrants to Lessor that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease. Lessee shall indemnify, defend, and hold harmless Lessor against any loss, cost, fee, liability or expense incurred by Lessor as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Lessee. This Article shall not apply to brokers with whom Lessor has an express written brokerage agreement.

**ARTICLE 15 TERMINATION**

~~15.1 This Lease may be terminated by either party for a material breach that is non-curable or that has not been cured upon notice in a reasonable time. A material breach may be a breach that has not been identified as a material breach in this Lease.~~

15.2 This Lease may be terminated for convenience if agreed to by both parties.

15.3 As a result of a default and/or material breach of the this Lease, Lessor may terminate Lessee's right to possess the Pavilion by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to the Lessor. If this circumstance arises, Lessor shall be entitled to recover all damages, fees, costs, and expenses incurred by Lessor by reason of Lessee's default, and forfeit monies held or owed to Lessee by Lessor.

15.4 Lessor shall not be in default unless Lessor fails to reasonably perform the requirements of this Lease, upon reasonable written notice by Lessee.

**ARTICLE 16. ACKNOWLEDGMENTS**

16.1 Lessor and Lessee have signed this Lease on the dates specified adjacent to their signatures below and have initialed all Exhibits and/or Riders which are attached to or incorporated by reference into this Lease.

**"LESSOR"**  
**City of Renton**

**"LESSEE"**  
**Rain City Catering**

By Denis Law  
Denis Law, Mayor

By: Kenneth Rogers  
Kenneth Rogers, Principal

Date: 4-16-12, 2012

Date: 3-16-12, 2012

Attest:

By Bonnie S. Walton  
Bonnie Walton, City Clerk

Attest:

By Lawrence J. Warren  
Lawrence J. Warren, City Attorney





**EXHIBIT "A"**

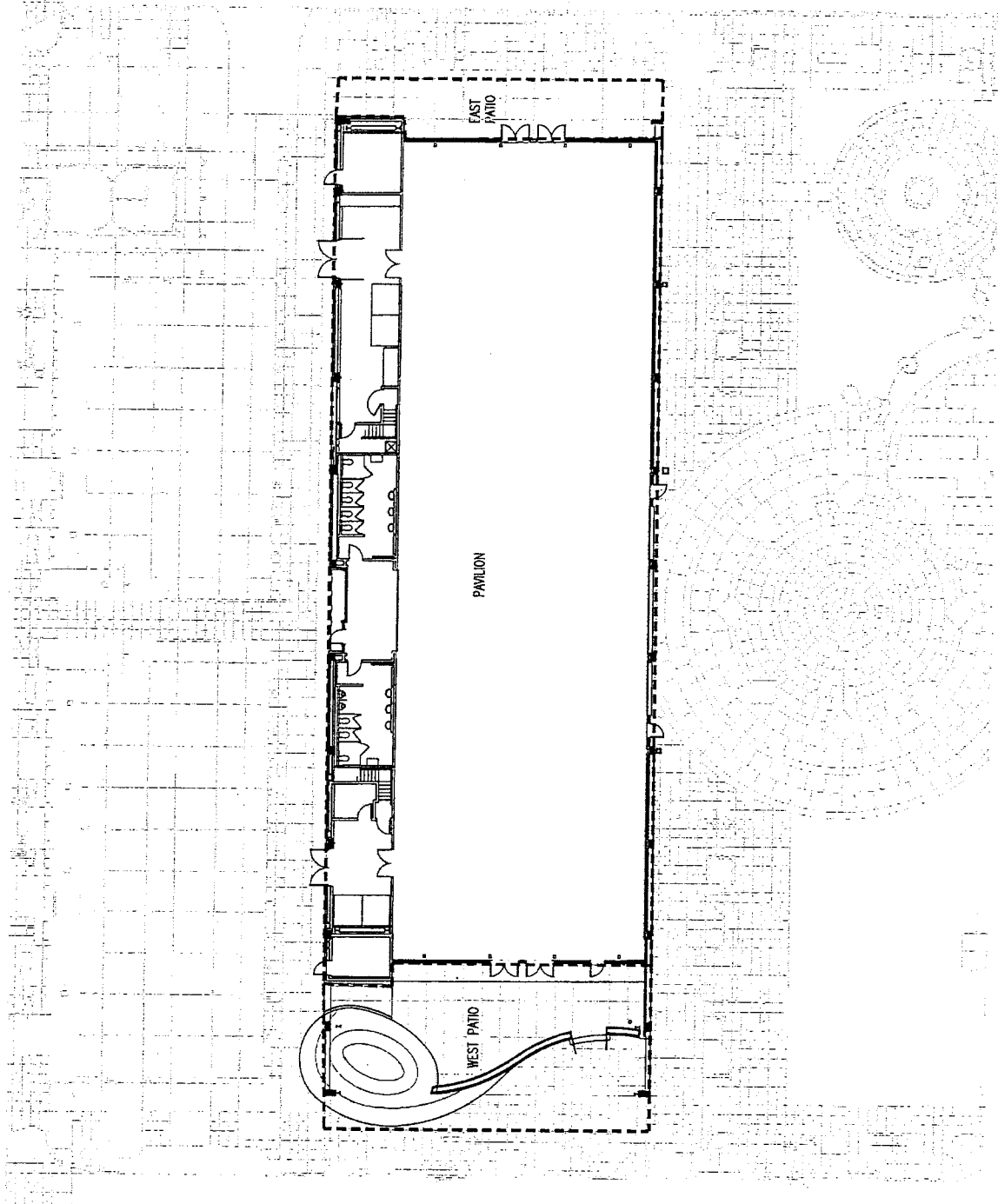
**LEGAL DESCRIPTION**

Lots 2, 3, 16, 17 and 18, Block 2, Motor Line Addition to Renton, according to the plat thereof recorded in Volume 9 of Plats, Page 150, Records of King County, Washington.

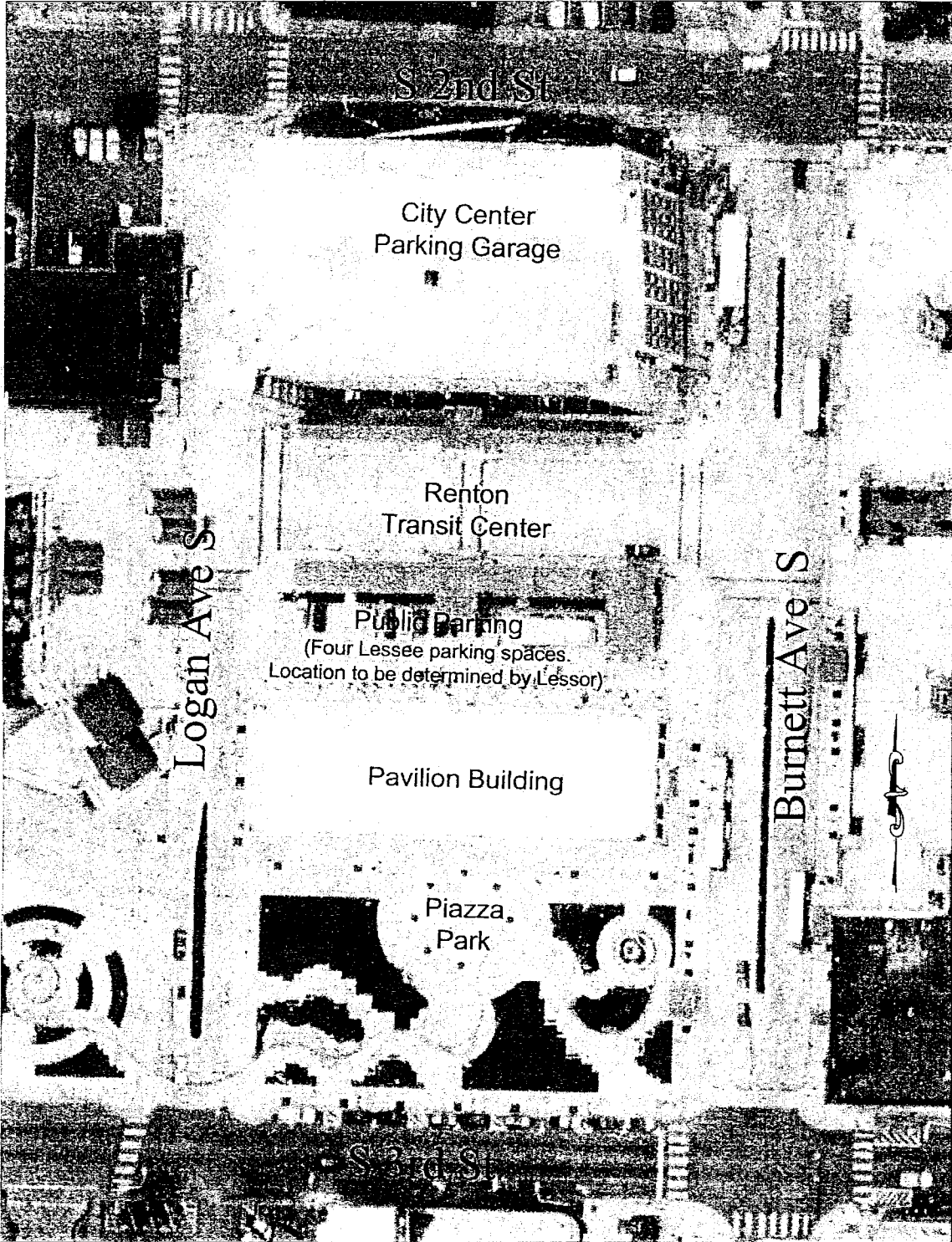
All situate in the Southeast Quarter of Section 18, Township 23 North, Range 5 East, W.M., in the City of Renton, King County, Washington.

**EXHIBIT "B"**  
**PROJECT SITE PLAN**

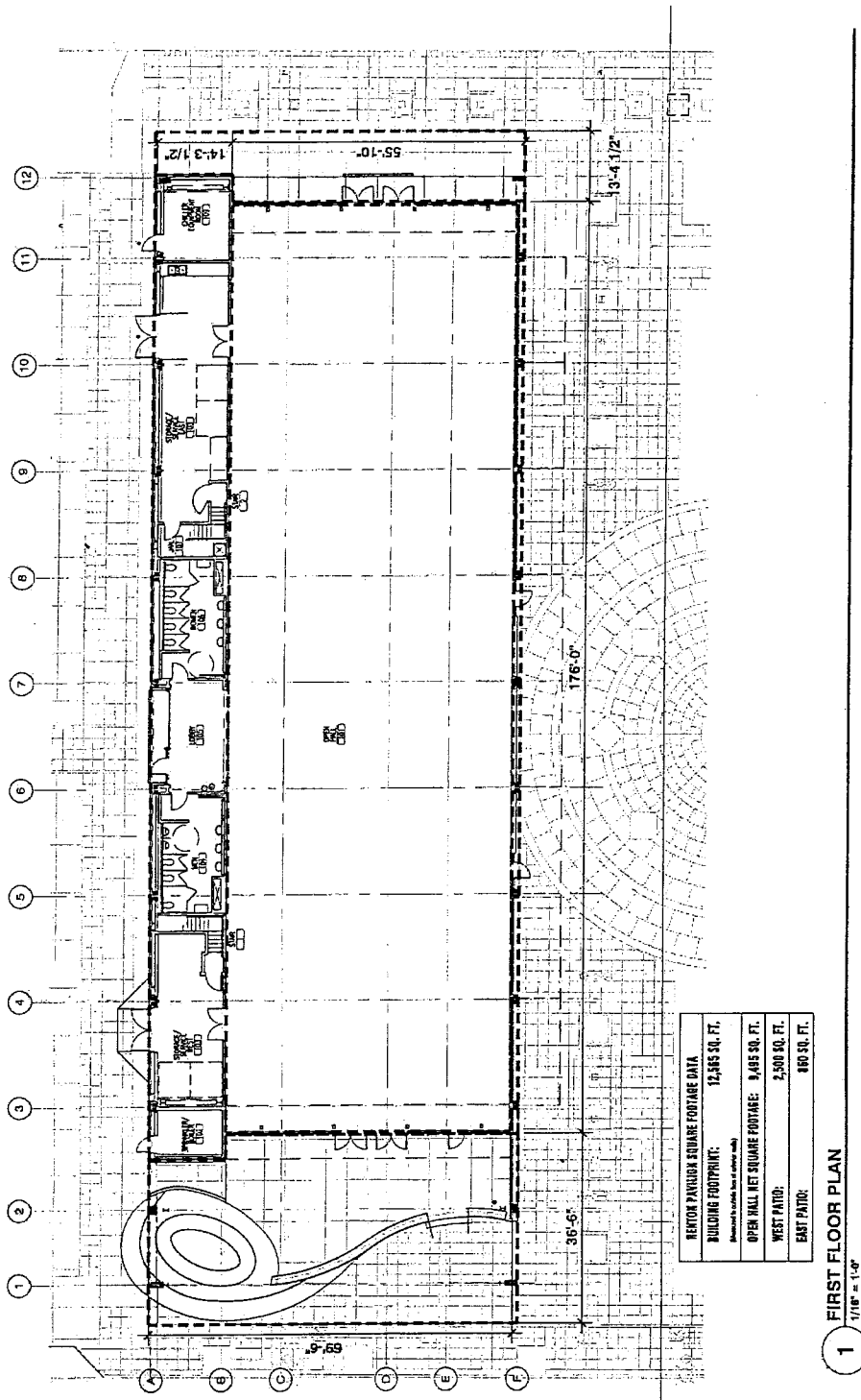
**Pavilion Building Site Plan:**



Vicinity Map with the Pavilion Building and Common Exterior Areas (including the Piazza Park on the south side of the Pavilion Building and the public parking lot, Renton Transit Center and City Center Parking Garage on the north side of the Pavilion Building):



Pavilion Building Square Footage Data:

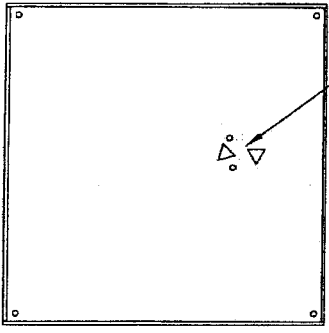


**EXHIBIT "C"**

**FLOOR LOAD RATING SPECIFICATIONS**

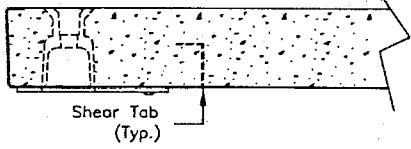
The stringerless load ratings in the following InterfaceAR TecCrete Panel specifications sheet apply to the Pavilion floor.

<b>InterfaceAR™</b>	<b>TecCrete™ Panel</b>	Cat. No. CFPXCL13
---------------------	------------------------	-------------------



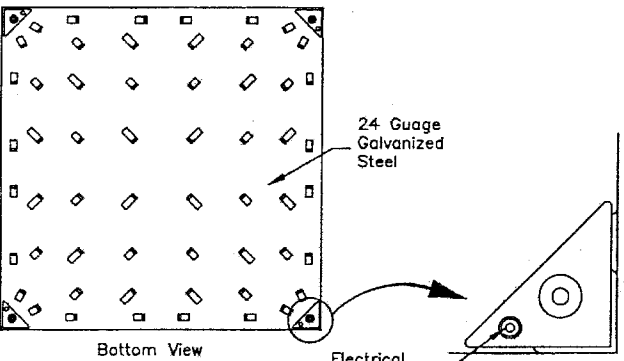
Lightweight High-strength Concrete (Bare Finish)

Top View



CFPXCL13 Corner Lock Panel Corner Section (Full Insert)

Shear Tab (Typ.)

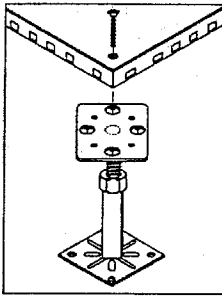


24 Gauge Galvanized Steel

Bottom View

Electrical Continuity Contact

Corner Insert Enlarged



Typical Bare Tec-Crete Corner Lock Configuration

**Specifications:**

Lightweight High-strength Concrete  
 24 Gauge hot-dipped Galvanized Steel  
 Panel Size (Nominal): 24" x 24" 1-1/8"  
 Finished Floor Height: 2-1/2" to 91"  
 Overall Pedestal Adjustment: 2" (FFH>6")  
 Tolerance: Nominal panel size ±0.015"; flatness & squareness within ±0.015"

**Tec-Crete performance ratings**

- Rolling loads are expressed in pounds per caster; all other data is stated in maximum pounds of load and inches of deflection or permanent set.
- Total System Weight = 11.5 lbs./sq. ft. (up to 23" FFH).

**Key to performance ratings**

InterfaceAR has tested its flooring system to "Recommended Test Procedures for Access Flooring"—Ceiling and Interior Systems Construction Association (CISCA). Uniform and Impact tests have also been conducted. Stringers are edge supporting. Testing reflects weakest point, top surface deflection in accordance with CISCA.

- Uniform load data is based on maximum deflection of 0.040". Typical slabs under access floors have uniform load capacities less than the rating of the lowest uniform load capacity of any C-TEC series floor.
- Rolling tests used in the CISCA test procedures are performed as follows: 10 passes with a 3" x 1-13/16" caster; 10,000 passes with a 6" x 1-1/2" caster. Worst-case permanent set (inches) is shown for each system.
- Impact tests are based on 36" drops onto a 1 inch square indenter without ultimate failure of the system.

Rolling <sup>2</sup>				Impact <sup>3</sup>		Concentrated		Uniform <sup>1</sup>		Ultimate	
Stringerless		Stringer		Stringerless	Stringer	Stringerless	Stringer	Stringerless	Stringer	Stringerless	Stringer
10 passes	10,000 Passes	10 passes	10,000 Passes			PSI	PSI	PSF	PSF	PSI	PSI
1200<.010	800<.010	1200<.010	800<.010	150	150	1300<.080	1600<.080	400<.040	450<.050	1600	2400

Interface Architectural Resources      Internet: [www.interfacear.com](http://www.interfacear.com)  
 3700 32nd Street SE, Grand Rapids, MI 49512-1824      Telephone: 616-977-8600      Fax: 616-977-8617

Manufacturer reserves the right to change specifications without notice

**EXHIBIT "D"****MAINTENANCE SCHEDULE**

Lessee shall provide all equipment and cleaning supplies, including, but not limited to: paper products (toilet paper, seat covers, sanitary napkins/tampons, paper towels), sani-fresh soap, air fresheners, and light bulbs. Lessee shall submit samples of all materials and supplies to the City for approval before use.

**I. CUSTODIAL****General Building Specifications****A. Daily Services (if building occupied):**

1. Empty waste receptacles and dispose of waste daily and recycling 1-2 times per week.
2. Replace liners.
3. Spot clean work surfaces for spillages and stains.
4. Arrange furniture in a neat and orderly manner.
5. Vacuum all carpeted areas and spot clean as needed.
6. Spot clean walls around light switches and doorframes.
7. Sweep and damp mop hard surface floors where applicable.
8. Clean entry area and entry area windows and doors.

**B. Weekly Service**

1. Dust window ledges and other horizontal surfaces within reach.
2. Dust and clean accessible surfaces. Use glass cleaner where applicable.
3. Change light bulbs as needed, (to be provided by contracted firm).
4. All telephones to be sanitized clean including public pay phone.

**C. Monthly Services:**

1. Vacuum heating and air return vents.
2. Detail vacuum corners and edges of carpeted areas.
3. Perform dusting of high and low ledges and surfaces.
4. Walls to be spot cleaned and dusted.

**Restrooms Specifications****A. Daily Services (if building occupied or restrooms utilized)**

1. Dust mop and sweep floor surface.
2. Damp mop floor surfaces with pH neutral disinfectant cleaner.
3. Empty and clean all waste containers, including sanitary napkin receptacles, and replace liners.
4. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap. (All paper products, hand soap and air fresheners furnished by Lessee.)
5. Clean and polish mirrors and dispensers.

6. Clean counters, washbasins and soap dispensers.
7. Clean and sanitize toilets, toilet seats and urinals.
8. Clean and polish chrome fixtures.
9. Clean walls around sinks, towel dispensers, urinals, partitions and doorframes.
10. Change light bulbs as needed.
11. Fill sanitary napkin/tampon dispensers.

B. Monthly Services

1. Wipe down walls not done daily.
2. Vacuum air vents.
3. Machine scrub floors.
4. Dust tops of partitions, mirrors and frames.

C. Annual Services (once per year)

1. Re-seal concrete floors, unless the floor is carpeted or the existing seal is deemed adequate by Lessor.

**Common Area Lobbies/Hallways Specifications**

A. Daily Service (if building occupied)

1. Empty and reline waste receptacles (interior and exterior).
2. Spot clean entry door glass.
3. Sanitize and polish drinking fountain.
4. Vacuum carpeted areas in lobbies daily and spot clean as needed.
5. Police and dispose of litter and debris in entranceways.
6. Change light bulbs as needed, (to be supplied by Lessee).

B. Annual Service (once per year)

1. Extraction clean all carpeted areas.
2. Carpet-protector application to cleaned carpet.
3. Vinyl floors stripped and waxed.

II. MECHANICAL

See the following schedules.



P-01	Hot Water Pump	Heating Water Pump	OP									OP		
P-02	Hot Water Pump	Heating Water Pump	OP									OP		
P-03	Pump Circulation	Domestic Recirculation Pump	OP									OP		
P-04	Chilled Water Pump	Chilled Water Pump	OP									OP		
P-05	Condenser Water Pump	Condenser Water Pump	OP									OP		
P-06	Pump	Preheat Coil Pump	OP									OP		
P-07	Pump	Preheat Coil Pump	OP									OP		
EXT-01	Expansion Tank	Bladder Expansion Tank	OP									OP		
EXT-03	Expansion Tank	Bladder Expansion Tank	OP									OP		
EXT-04	Expansion Tank	Bladder Expansion Tank	OP									OP		
EXT-05	Expansion Tank	Bladder Expansion Tank	OP									OP		
B-01	Boiler Gas Oil	Condensing Fire Tube Boiler										AN		
DHWT-01	Water Heater	Water Heater										AN		
HX-01	Heat Exchanger	Plate Heat Exchanger										AN		
HX-02	Heat Exchanger	Plate Heat Exchanger										AN		

<b>TAG #</b>	<b>EQUIPMENT TYPE</b>	<b>DESCRIPTION</b>	<b>PREVENTATIVE MAINTENANCE SCHEDULE</b>
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EF-03	Exhaust Fan	Exhaust Fan	OP												OP
EF-04	Exhaust Fan	Exhaust Fan	OP												OP
EF-05	Exhaust Fan	Exhaust Fan	OP												OP
UH-01	Heater	Unit Heater	AN												
UH-02	Heater	Unit Heater	AN												
UH-03	Heater	Unit Heater	AN												
UH-04	Heater	Unit Heater	AN												
UH-05	Heater	Unit Heater	AN												
UH-06	Heater	Unit Heater	AN												
UH-07	Heater	Unit Heater	OP							OP					OP
UH-08	Heater	Unit Heater	OP							OP					OP
EH-01	Heater	Unit Heater	OP												OP
BB-01	Heater	Unit Heater	OP												OP
PRC-01	Heating Coil	Heating Coil	OP												OP
PRC-02	Heating Coil	Heating Coil	OP												OP
CH-01	Chiller	Chiller	AN												OP
CT-01	Cooling Tower	Cooling Tower	AN												OP

TAG #		EQUIPMENT TYPE	DESCRIPTION	PREVENTATIVE MAINTENANCE SCHEDULE



## Preventative Maintenance Schedule - Key to Abbreviations

<b>Abbreviations</b>	<b>Full Description</b>
MI	Minor Inspection
AN	Annual Inspection
OP	Operational Inspection
FC	Filter Change Only
CC	Coil Cleaning
BC	Belt Change

**Chiller Scroll – Water Cooled  
Minor Inspection  
Preventative Maintenance Task List\***

**Site Visit Baseline**

- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection

**Operational Inspection**

- Verify operation
- Document performance & deficiencies

**Performance**

- Record runtime and start counts
- Check and record evaporator pressure
- Check and record evaporator water temps.
- Check and record chilled water temps.
- Check and record condenser pressure
- Check and record condenser temperatures

**Condition Monitoring**

- Check for improper vibration

**Safeties**

- Check pressure switches for leaks
- Check pressure relief valves

**Electrical**

- Check for loose or burnt wiring
- Check all electrical connections

**Controls**

- Exercise controls where possible
- Check cabinets for debris

**Drive Motors**

- Check all hold down bolts
- Check motor fan
- Check end bells for dirt or debris

**Drive Components**

- Check sheaves for wear and alignment
- Check long coupling alignment
- Lube coupling as needed
- Check coupling for looseness or wear
  
- Check drive belt for wear

**Evaporator**

- Check for leaks

- Record pressures/temperatures
- Check expansion valve

**Compressor**

- Check and record oil pressure
- Check and record oil level
- Check for leaks
- Inspect sightglass for leaks

**Lubrication**

- Lube motor bearings as required
- Lube solid coupling as required

**Housekeeping**

- Wipe off excess lubricants
- Clean up work area

**Optional Tasks**

\* Not all tasks are applicable to all equipment

**Fan Supply  
Minor Inspection  
Preventative Maintenance Task List\***

- Clean up work area

**Site Visit Baseline**

- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection

\*Not all tasks are applicable to all equipment

**Operational Inspection**

- Verify operation of unit
- Note any abnormal vibration or noise

**Safeties**

- Check for loose or burnt wiring

**Controls**

- Check all terminations in control panel

**Drive Motor**

- Check for dirt & debris around end bell
- Check motor cooling fan
- Check motor mounting fasteners
- Check bearings for wear and end play
- Check motor mounting bracket

**Drive Components**

- Check sheaves for wear

**Fan**

- Check for correct fan rotation during wind down
- Check fan for obstructions or debris
- Check fan blades for cracks
- Check fan blades for dirt build-up
- Check fan to housing clearances
- Check rain guard

**Lubrication**

- Lubricate motor and fan bearing

**General Maintenance**

- Check for corrosion

**Housekeeping**

- Wipe off any excess lubricant

**Boiler Gas/Oil  
Operational Inspection  
Preventative Maintenance Task List\***

**Site Visit Baseline**

- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection

**Operational Overview**

- Verify overall operation
- Check water level devices
- Check boiler pressure
- Check pressure relief valve
- Inspect sacrificial anode
- Perform blowdown

**Electrical**

- Check operating voltage
- Check Hi Temp/Hi Pressure cutout
- Check function of step controller
- Check fuses and their blocks
- Check wiring
- Take amperage readings

**Plumbing**

- Visually inspect for water leaks
- Visually inspect valves
- Clean feedwater strainers
- Check sightglasses

**Gas**

- Check for gas leaks
- Check flame quality and orifices
- Check ignition operation
- Check for soot
- Assure fuel shutoff
- Check gas pressure regulator
- Check induced draft operation
- Check blower static pressure

\*Not all tasks are applicable to all equipment

**Water Heater Gas  
Operational Inspection  
Preventative Maintenance Task List**

**Site Visit Baseline**

- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection

**Operational Inspection**

- Verify overall operation

**Performance**

- Drain several gallons from tank to remove sediment
- Check water temperature

**Safeties**

- Check for loose or burnt wiring
- Check trip all trip points

**Electrical**

- Check electrical contacts for wear & pitting
- Check and tighten electrical connections

**Burner**

- Check ignition system
- Check burners
- Check flame quality
- Check for CO traces
- Check flue

**Thermostat**

- Check operation with amp meter

**Pressure Relief Valve**

- Check valve operation
- Check for leaks
- Check for corrosion

**General Maintenance**

- Check for water leaks
- Check for corrosion

**Operational Tasks**

- Check sacrificial anode
- Check pressure relief valve

\*Not all tasks are applicable to all equipment



**Air Handler with Coils****Minor Inspection****Preventative Maintenance Task List\*****Site Visit Baseline**

- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection

**Operational Overview**

- Note current outside air temp and weather conditions
- Verify overall operation
- Note any abnormal vibration or noise

**Indoor Coils**

- Note cleanliness of coil
- Check for refrigerant leaks
- Check for condensate pan and drain
- Check for water leaks

**Controls**

- Check all terminations in control panel

**Economizer Section**

- Check for dirt accumulation

**Return Fan Section**

- Inspect bearings for excessive wear and end play
- Number and size of belts
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

**Supply Fan Section**

- Inspect bearings for excessive wear and end play
- Number and size of belts
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

**Exhaust Fan Section**

- Inspect bearings for excessive wear and end play

- Number and size of belts
- Inspect Fan blade
- Verify proper operating of fans
- Lubricate fan and motor

**Filter Section**

- Note filter condition
- Change filters per schedule
- Note condition of outside air filters/screens

\*Not all tasks are applicable to all equipment

**Miscellaneous Inspection  
Preventative Maintenance Task List**

**Six-Month Inspection and Preventative Maintenance**

- \* Roll Up Doors

**Annual Inspection and Preventative Maintenance**

- \* Storefront and standard access doors, hardware and locking mechanisms
- \* Roof system

**Annual Inspection**

- \* Backflow prevention valve

**Miscellaneous Inspection  
Preventative Maintenance Task List**

PAVILLION	DESCRIPTION	LOCATION	MANUFACTURER/MODEL
EF-1	EXHAUST FAN	WEST STORAGE ROOM	GREENHECK/SE1-8-426-D-1
ANNUAL	Check operation clean fan and housing lubricate motor if required. Print states wall mount.		
EF-2	EXHAUST FAN	WEST BATHROOM	BCF-106-4
ANNUAL	Check operation manual, states belt driven check V Belt lubricate fan motor 1/4 Hp. Required, clean fan and housing. Serves West washroom.		
EF-3	EXHAUST FAN	EAST BATHROOM	BCF-106-4
ANNUAL	Check operation manual, states belt driven check V Belt lubricate fan motor 1/4 Hp. Required, clean fan and housing. Serves East washroom.		
EF-4	EXHAUST FAN	EAST STORAGE ROOM	GREENHECK/SE1-8-426-D-1
ANNUAL	Check operation, clean fan and housing lubricate motor if required. Print states wall mount.		
EF-5	EXHAUST FAN	ELECTRICAL ROOM/ CHILLER	GREENHECK/SE1-8-426-D-1
ANNUAL	Check operation clean fan and housing lubricate motor if required. Print states wall mount.		
UH-1	UNIT HEATER	BOILER ROOM	ENGINEERED AIR/ H2
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		
UH-2	UNIT HEATER	WEST STORAGE AREA	ENGINEERED AIR/ H2
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		
UH-3	UNIT HEATER	EAST STORAGE AREA	ENGINEERED AIR/ H3
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		
UH-4	UNIT HEATER	CHILLER ROOM	ENGINEERED AIR/ H2
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		
UH-5	UNIT HEATER	MAIN AREA	ENGINEERED AIR/ H7
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		
UH-6	UNIT HEATER	MAIN AREA	ENGINEERED AIR/ H7
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		

**Miscellaneous Inspection  
Preventative Maintenance Task List**

UH-7	UNIT HEATER	WEST FAN ROOM	ENGINEERED AIR/ H11
4month	Change air filters 2ea [20x20x1] and 2ea [16x20x1] on 4 month or required by building usage to be determined.		
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		
UH-8	UNIT HEATER	EAST FAN ROOM	ENGINEERED AIR/ H11
4month	Change air filters 2ea [20x20x1] and 2ea [16x20x1] on 4 month or required by building usage to be determined.		
ANNUAL	Check coil clean if necessary make visual inspection lubricate fan motor if required.		
FB-1	FAN BOX	MAIN AREA	NAILOR / D38SW
4month	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		
ANNUAL	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
FB-2	FAN BOX	MAIN AREA	NAILOR / D38SW
4month	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		
ANNUAL	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
FB-3	FAN BOX	MAIN AREA	NAILOR / D38SW
4month	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		
ANNUAL	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
FB-4	FAN BOX	MAIN AREA	NAILOR / D38SW
4month	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		

**Miscellaneous Inspection  
Preventative Maintenance Task List**

<b>ANNUAL</b>	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
<b>FB-5</b>	<b>FAN BOX</b>	<b>MAIN AREA</b>	<b>NAILOR / D38SW</b>
<b>4month</b>	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		
<b>ANNUAL</b>	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
<b>FB-6</b>	<b>FAN BOX</b>	<b>MAIN AREA</b>	<b>NAILOR / D38SW</b>
<b>4month</b>	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		
<b>ANNUAL</b>	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
<b>FB-7</b>	<b>FAN BOX</b>	<b>MAIN AREA</b>	<b>NAILOR / D38SW</b>
<b>4month</b>	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		
<b>ANNUAL</b>	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
<b>FB-8</b>	<b>FAN BOX</b>	<b>MAIN AREA</b>	<b>NAILOR / D38SW</b>
<b>4month</b>	Change air filter [10x18x1] on 4 month or required by building usage to be determined.		
<b>ANNUAL</b>	Check operation clean as required lubricate fan motor 2 locations, Fan boxes 2,3,5,6,9, Installed upside down no access to motor. Manual states no lube, inspection shows oil ports on motor.		
<b>EH-1</b>	<b>ENTRANCE HEATER</b>	<b>BACK ENTRANCE</b>	<b>ENGINEERED AIR/ CUH2</b>

**Miscellaneous Inspection  
Preventative Maintenance Task List**

<b>4month</b>	Inspect pumps for cleanliness, clean exterior surface only, Remove dirt and grease from motor on motor housing Inspect for leaks seals or gaskets. Clean strainers. Lubricate motor if required.		
<b>P-3</b>	<b>DOMESTIC HOT WATER RECIRC</b>	<b>BOILER ROOM</b>	<b>TACO/ 5</b>
<b>4month</b>	Inspect pumps for cleanliness, clean exterior surface only, remove dirt and grease from motor on motor housing Inspect for leaks seals or gaskets. Clean strainers. Lubricate motor if required.		
<b>P-4</b>	<b>WEST PREHEAT RECIRC</b>	<b>WEST FAN ROOM</b>	<b>TACO/ 112</b>
<b>4month</b>	Inspect pumps for cleanliness, clean exterior surface only, remove dirt and grease from motor on motor housing Inspect for leaks seals or gaskets. Clean strainers. Lubricate motor if required.		
<b>P-5</b>	<b>EAST PREHEAT RECIRC</b>	<b>EAST FAN ROOM</b>	<b>TACO/ 112</b>
<b>4month</b>	Inspect pumps for cleanliness, clean exterior surface only, remove dirt and grease from motor on motor housing Inspect for leaks seals or gaskets. Clean strainers. Lubricate motor if required.		
<b>B-1</b>	<b>BOILER/CONDENSING FIRE TUBE</b>	<b>BOILER ROOM</b>	<b>AERCO/KC-1000</b>
<b>6month</b>	See Maintenance Manual pages 7-1 to7-6,Inspect spark igniter, inspect Flame Detector		
<b>ANNUAL</b>	See Maintenance Manual pages 7-1 to7-6 Replace Spark igniter Replace Flame detector		
<b>DHWT-1</b>	<b>HOT WATER TANK/GAS FIRED</b>	<b>BOILER ROOM</b>	<b>A.O.SMITH/ FPSH-75</b>
<b>6month</b>	Lubricate blower motor every 6 months per maintenance manual.		
<b>ANNUAL</b>	See Maintenance Manual pages 14 &15 flush tank to help prevent sediment inspect flueway for cleanliness, clean as required		
<b>AHU-1</b>	<b>AIRHANDLER UNIT</b>	<b>WEST FAN ROOM</b>	
<b>4month</b>	Check Operation change all air filters , to include intake air filter , Lubricate fan bearings and Motor if required, Check v Belts and fan Check coil surface clean as necessary See O&M pages OM-5 to OM-13		

**Miscellaneous Inspection  
Preventative Maintenance Task List**

<b>ANNUAL</b>		Check Operation change all air filters, to include intake air filter, Lubricate fan bearings and Motor if required, Check v Belts and fan sleeves Check coil surface and clean as necessary See O&M pages OM-5 to OM-13 Check Glycol freeze point on air intake coils.	
<b>AHU-2</b>	<b>AIRHANDLER UNIT</b>	<b>EAST FAN ROOM</b>	
<b>4month</b>	Check Operation change all air filters , to include intake air filter , Lubricate fan bearings and Motor if required, Check v Belts and fan Check coil surface clean as necessary See O&M pages OM-5 to OM-13		
<b>ANNUAL</b>		Check Operation change all air filters, to include intake air filter, Lubricate fan bearings and Motor if required, Check v Belts and fan sleeves Check coil surface and clean as necessary See O&M pages OM-5 to OM-13 Check Glycol freeze point on air intake coils.	
<b>CT-1</b>	<b>COOLING TOWER</b>	<b>MEZZANINE LEVEL</b>	<b>BALTIMORE AIR/VTL027-F</b>
<b>4month</b>	Check O&M maintenance Manuel pages 6 threw 15 For full information. Check float and strainer pan check belts and lubricate fan and motor bearings as required check sump heater and heat tape. Verify that chemical treatment is being done.		
<b>ANNUAL</b>		Check O&M maintenance Manuel pages 6 threw 15 For full information. Clean cooling tower , Check spray nozzles, check float and strainer pan install new filter over fan to clean intake air, check belts and lubricate fan and motor bearings check sump heater and heat tape.	
<b>CH-1</b>	<b>MODULAR CHILLER</b>	<b>CHILLER ROOM</b>	<b>MULTISTACK/MS20C1H1W</b>
<b>3month</b>	Daily Log sheet is needed when chiller is running copy in O&M Manuel, check operation of mechanical equipment.		
<b>ANNUAL</b>		SEE OPERATION AND MAINTENANCE MANUAL FOR MULTISTACK for complete information needed. Check Contactors and tighten all electrical connections, CLEAN ALL STRAINERS, check operation, auto blow down, and check oil level while unit is running.	