

Lease Application
City of Seattle
Department of Finance and Administrative Services (FAS)
P. O. Box 94689
Seattle, Washington 98104

1. Applicant Information

Name (be sure to use the exact legal name of the tenant)	
Street	
City, State, Zip	
Phone, Cell	
Email	

2. Location of Proposed Activity

Property Name /PMA #	
Street Address	
Assessor Parcel Numbers/s	
Legal Description	Exhibit A
Map location and site plan	Exhibit B
Approximate square footage of the premises	

3. Proposed Activity

Tenant's primary use of the premises (i.e., describe for what purpose or purposes the premises will be used)	
Parking on site	
Brief description of existing improvements within the premises	
Describe any proposed improvements, and who will be responsible for their construction and removal at the end of the lease term	

4. Proposed Term of Lease

Lease commencement date (the earlier of (a) the date Tenant is first charged for rent, and (b) the date the Tenant takes	
--	--

possession of the premises)	
Term of lease (in days, months or years)	

5. Rent/Operating Expenses

Rent and payment interval (e.g., monthly, annually)	
Tenant's share, if any, of operating expenses	

6. Submittals

Legal Description	Exhibit A
Map location and site plan	Exhibit B
Proof of Insurance	Exhibit C
Applicable organizational documents	(prior to the City's execution of the lease, Tenant must furnish the City with any applicable organizational documents [e.g., in the case of a corporation, a certificate of good standing and a signed board resolution]) as reasonably required by the City).
Proof of fiscal ability	(prior to the City's execution of the lease, Tenant may be asked to furnish the City with materials evidencing that the Tenant has the wherewithal to pay the rent as set forth in the lease. Such materials might include financial statements, proof of available funds, a third-party guarantee, or a letter of credit).

6. Applicant Certification

I, the undersigned Applicant have read and accept the standard conditions included in this lease application. I certify that I or the company I represent has the financial wherewithal required of the Tenant under the proposed lease. I further acknowledge that I have completed this application to the best of my knowledge.

Applicant Name Signature

Date

Exhibit A

Legal description of the property on which the premises are situated

Exhibit B

Map location and site plan

Exhibit C

Proof of insurance (standard insurance requirements follow on Exhibit C-1)

Exhibit C-1

City of Seattle standard insurance requirements

INSURANCE:

Tenant shall maintain, at its own expense, insurance as specified below:

A. Minimum Coverages and Limits of Liability:

1. **Commercial General Liability (CGL) Insurance including:**
 - Premises/Operations Liability,
 - Products/Completed Operations,
 - Contractual Liability,
 - Independent Contractors Liability,
 - Employers Liability/Stop Gap (only if Worker's Compensation insurance required),
 - Fire Damage Legal Liability, and with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL), except \$100,000 Fire Damage Legal Liability.
2. **Automobile Liability insurance**, including coverage for owned, non-owned, leased or hired vehicles as appropriate with a minimum limit of liability of \$1,000,000 CSL. This requirement may be satisfied with personal lines insurance and primary insurance or any combination of primary and excess/umbrella insurance.
3. **Worker's Compensation insurance**, if required to secure Tenant's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Tenant is not required to provide coverage to individuals exempt from mandatory coverage as described in the Washington State Department of Labor & Industries Employers Guide to Industrial Insurance in Washington State. If the Tenant is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Tenant shall so certify.
4. **Property insurance**, covering Tenant's furniture, trade fixtures, equipment, inventory and tenant improvements on a replacement cost basis against (1) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (CP 10 30), (2) Loss or damage from water damage, or sprinkler systems now or hereafter installed in on the premises; and, (3) Business Interruption or Extra Expense, with sufficient limits to provide for the payment of rent and other fixed costs during any interruption of Tenant's business because of fire or other casualty. Any deductible in excess of \$1,000 shall be disclosed to, and is subject to the approval of, the City.

B. General Terms and Conditions (Not Applicable to Worker's Compensation):

1. **Additional Insured on Primary and Non-Contributory Basis:**

Such minimum insurance coverages and limits of liability as provided under items 1 and 2 in section A shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability. The limits of liability specified are

minimums only and shall not be construed to limit the liability of Tenant or any of its insurers to less than the stated limits of liability of each policy. Where the City is an additional insured, it shall have such status for the full limits of liability maintained by Tenant, whether such limits are primary, excess, contingent or otherwise.

2. Cancellation:

Coverage and shall not be reduced or canceled without thirty (30) days prior written notice to the City, except ten (10) days with respect to cancellation for non-payment of premium, unless a longer notice period is required under RCW 48.18.290. In addition, Tenant's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Tenant's insurance.

3. Security of Insurers:

All insurers must be licensed to do business in the State of Washington and rated "A-" or higher in the A.M. Best's Key Rating Guide unless issued as surplus lines under the provisions of RCW 51.

4. Change in Risk:

The City reserves the right to alter minimum coverages and/or limits of liability upon periodical review of the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such coverages or limits upon ninety (90) days prior written notice.

C. Evidence of Insurance:

Tenant shall procure a certificate of insurance from an insurer or authorized agent/broker that demonstrates compliance with the provisions of this Section that is issued to: The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669. Such certificate with an attached copy of the CGL additional insured policy provision shall be emailed in PDF format to riskmanagement@seattle.gov.

D. Waiver of Subrogation:

The City and Tenant each waive any claim against the other, or the other's employees or agents, for loss of or damage to (i) any personal property in the Premises, or (ii) the Premises or Building by reason of fire, or any other cause, to the extent such loss or damage is covered by insurance required under the terms of this Lease. This waiver shall apply even though such loss or damage may arise from the negligence of either party, its agents or employees; provided that if the Premises or Building are damaged due to Tenant's negligence, or the negligence of its agents or employees, Tenant shall reimburse the City any out of pocket amount paid under its property insurance deductible. This waiver shall be inapplicable if it would have the effect of invalidating any insurance coverage of the City or the Tenant.