EXHIBIT B

The Seattle Public Library

FACILITY USE AGREEMENT
Part A - Signature Form

PARTIES

This Agreement is entered into by The City of Seattle ("City"), acting by and through the City Librarian or such official's designee (hereinafter called "Director") and **Seattle City Club** ("Licensee") as of the date set forth below:

FACILITY(IES) / PURPOSE / PERIOD(S) OF USE / FACILITY USE FEES

Subject to all of the terms and conditions of this Agreement and the Seattle Public Library Meeting Room User Guidelines, City hereby grants Licensee permission to occupy and use the facility specified below at the times and for the fee stated, for only the following event: ("Event"):

Day	Use Period*	Use	Facility	Facility Use Fee
7/14/16	4:00pm-7:00	7th Congressional District candidate debates	Microsoft Auditorium	$ 625.00

*A Use Period constitutes the hours during which the facility may be occupied by Licensee and/or Licensee's invitees and contractors.

FACILITY USE FEE

Licensee shall pay Facility Use Fees in the amount of SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS upon execution and delivery of this Agreement as follows:

▪ Rental Fee	$ 400.00
▪ Custodial Fee for Events with Food and Beverage	
▪ Additional Security Officer	
▪ AV Technician on-site	225.00
▪ Additional AV Equipment	
▪ Other:	
TOTAL Facility Use Fee	**$ 625.00**

If any additional expenses are incurred as a result of Licensee's use of the facility, SPL will bill Licensee accordingly. Additional expenses shall be paid within 30 days of the Event.

SPECIAL CONDITIONS

EVENT TECHNOLOGY SERVICES

SPL will provide Licensee with a list of audio/visual vendors so that Licensee may rent or lease equipment and services not provided by SPL.

CATERING

Licensee shall use the services of one or more of the SPL-approved caterers to provide any food and/or beverage served for consumption at the Event. SPL requires caterers demonstrate they have obtained liability insurance, a health permit and a business license. If alcohol is served, it shall be served only by SPL-approved caterers who are licensed by the State of Washington to serve alcohol at catered Events.

FOOD AND BEVERAGE SALES AND SAMPLES

Licensee shall not sell or distribute, nor allow any third party to distribute, food and beverages at the Event without the Director's written authorization.

BROADCAST AND RECORDING RIGHTS

Licensee's Initials:	AJ

Licensee shall have the right to broadcast the Event live or make a video or audio recording of the Event without prior written approval of the Director.

INSURANCE:

☑ No insurance required.

☐ See Insurance Addendum and Transmittal Coversheet

CANCELLATION

All cancellations must be submitted in writing no later than 15 days prior to the Event, and are subject to a $50 administration fee. If an Event is cancelled within 14 days of the Event, a cancellation fee equal to 50% of the meeting room rental charge and the $50 administration fee will be assessed. Refunds will not be granted if the Event is cancelled by the SPL Events staff due to noncompliance with the Seattle Public Library Meeting Room User Guidelines.

U.S. FUNDS

All dollar amounts indicated in the Agreement are in U.S. Funds.

AMENDMENTS

No alteration or modification of the terms of this Agreement shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

EFFECTUATION OF AGREEMENT

This Agreement must be signed by Licensee and returned to the City at the address set forth below, on or before **Thursday, July 21, 2016 together with the Facility Use Fees.** Both parties agree that a faxed copy of the completed Facility Use Agreement containing Licensee's signature shall be valid as though it were an original. Payments should be made to The Seattle Public Library Foundation, 1000 Fourth Avenue, Seattle, WA 98104. The Agreement must be approved and signed by the Director to be binding.

AGREEMENT CONTENTS

This License consists of this Part A - Signature Form; any Addenda referenced herein, and Part B - General Terms and Conditions. These constitute the entire agreement of the parties hereto; there are no other understandings or agreements, written or oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows.

Licensee's Initials:	KJ

CITY	LICENSEE	LICENSEE
By:	By:	By:
Authorized Representative	Authorized Representative	Authorized Representative
Valene Wander		
Date: 7/14/2016	Date: 7/14/2016	Date:

Licensee's address for communications:

240 2nd Ave S. #208
Seattle, WA 98104

FOR OFFICE USE ONLY

Facility Use Fees	**625**	License #	
Contingency Fee		File #	
TOTAL FEES DUE		Paid:	Initials_____

Licensee's Initials:	AJ

PART B
GENERAL TERMS AND CONDITIONS

1. PERSONAL LICENSE ONLY: This License is personal to Licensee and shall not be assigned without the Director's consent.

2. NON-EXCLUSIVE USE: SPL may enter the Facility(ies) at any time for the purpose of inspection and repair, but such entry shall not unreasonably interfere with Licensee's use unless an emergency exists.

3. LAWFUL USE: Licensee shall abide by, and conform and comply with, and shall take reasonable precautions to ensure that every person admitted to the Facility(ies) abides by and complies with, all applicable laws of the United States and the State of Washington, the Charter and ordinances of The City of Seattle, rules and regulations of The Seattle Public Library, and licenses, permits, and any directives issued by any authorized official thereof. If Licensee or its authorized representative is informed of any violation of any such law, Charter provision, ordinance, rule, regulation, license, permit or authorization committed by Licensee or any person admitted to the Facility(ies), Licensee immediately shall desist from and/or take reasonable measures to prevent or correct such violation.

4. ATTENDANCE AND SAFETY STANDARDS: Licensee shall not admit to the Facility(ies) a larger number of persons than can safely and freely move about in said Facility(ies), which number shall be determined by the Seattle Fire Marshall or such official's designee in such official's sole discretion and in no case shall the number of persons admitted exceed the number designated in The Seattle Public Library meeting room capacity document. Licensee shall permit no chair or movable seat to be or remain in any passageway or fire exit in the Facility(ies) and shall keep all passageways and fire exits clear at all times. Sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to said Facility(ies) shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Facility(ies).

5. DAMAGE OR DEFACEMENT OF FACILITY(IES): Licensee shall not damage or in any manner deface the Facility(ies) and shall not cause anything to be done whereby such Facility(ies) shall be in any manner defaced or damaged. Licensee shall take reasonable precautions to prevent persons admitted to the Facility(ies) from damaging or defacing the Facility(ies). In the event that during the Period of Licensee's Use, the Facility(ies) are damaged or defaced, Licensee shall pay to the City such sum as is necessary to restore that damaged portion of such Facility(ies) to its condition immediately prior to Licensee's actual use of the Facility(ies), unless such damage is the consequence of a City act or omission.

6. INDEMNIFICATION: Licensee shall defend, indemnify and hold The Seattle Public Library and The Seattle Public Library Foundation harmless from any and all claims, liabilities, damages, costs, and expenses, including attorneys' fees and costs, arising out of Licensee's use or occupancy of the Facility(ies) or arising from any breach of this Agreement by Licensee; and in the event that any suit or action is brought against The Seattle Public Library or The Seattle Public Library Foundation, Licensee shall, upon notice of the commencement thereof, defend the same at its sole cost and expense, and promptly satisfy any final judgment adverse to The Seattle Public Library or The Seattle Public Library Foundation, or to The Seattle Public Library or The Seattle Public Library Foundation and Licensee, jointly.

7. DEFAULT BY LICENSEE: In the event Licensee fails in any material respect to perform the obligations imposed upon it by, or violates a material provision of this Facility Use Agreement SPL may terminate this Agreement, whereupon paid fees will be forfeited. Upon receipt of notice from the Director of its default and the termination of this Agreement, Licensee shall immediately vacate the Facility(ies), remove all items brought into the Facility(ies) by the Licensee and leave the Facility(ies) clean, orderly, and undamaged.

8. RELICENSURE UPON TERMINATION OF LICENSE OR ABANDONMENT OF FACILITY(IES): In the event this License is terminated for any reason or Licensee abandons the Facility(ies) and its license therefore, SPL may license others to use said Facility(ies) during any portion of the Use Period remaining under this Agreement had it not been terminated or abandoned, and may receive Facility Use Fees therefore.

9. RESOLUTION OF INCONSISTENCIES OR CONFLICTS: In the event of any inconsistency or conflict between or among any parts hereof, the controlling document or portion thereof shall be as follows: First - any provision set forth in Part A - Signature Form; Second - any provision set forth by means of an Addendum or Endorsement incorporated herein by reference, and Third - any provisions of this Part B - General Terms and Conditions.

10. NO WAIVER OF DEFAULT: No waiver by SPL or the Licensee of any default of any of the terms and conditions hereof shall be construed or operate as a waiver of any subsequent default of any of the terms and conditions hereof.

11. FEE FOR LATE INFORMATION REGARDING EVENT REQUIREMENTS: Licensee shall provide to SPL those Event details that are necessary for scheduling SPL personnel and equipment at least 30 days before the first date of such Event-.

12. ADVERTISING: Any advertising done by Licensee for the Event shall list the Facility(ies) in which the Event is to be held as: THE SEATTLE PUBLIC LIBRARY (NAME OF ROOM), i.e., THE SEATTLE PUBLIC LIBRARY MICROSOFT AUDITORIUM, The Seattle Public Library Washington Mutual Room, The Seattle Public Library Howard S. Wright and Janet W. Ketchum Room, etc.

13. TIME OF ESSENCE: Time is of the essence of this Agreement.

14. EXCUSE AND SUSPENSION OF OBLIGATIONS (FORCE MAJEURE): If a party's performance under this Agreement (other than any monetary obligations) is prevented by an unforeseeable act of Nature; war or war-like operations; civil commotions, riot; labor dispute including a strike, lockout or walkout to which Licensee is not a party; sabotage; Federal or State regulation or control; or other condition beyond the reasonable control of such party, then performance of such affected obligation shall be suspended (excluding, however, any monetary obligations), but only for the duration of such condition.

    If such condition prevents SPL from delivering occupancy and use of the Facility(ies) on the date(s) of the Event, but such condition ceases prior to 30 days after the first scheduled date of the Event, then Licensee and SPL shall use their best efforts to find and agree upon a rescheduled date for the Event. SPL shall not charge a transfer fee or additional Facility Use Fee for a rescheduled date and any paid Facility Use Fees shall be applied to the rescheduled date. If the parties cannot agree on a rescheduled date or if the force majeure condition continues beyond such 30 days, then SPL shall retain from the Facility Use Fee an amount sufficient to cover all Event related costs and expenses incurred by SPL and shall refund the remainder to Licensee. If the paid Facility Use Fee is insufficient to cover such costs and expenses, Licensee shall pay SPL the balance. Licensee hereby waives any claim for damages or compensation from SPL on account of any failure to perform pursuant to this Section.

Licensee's Initials:	AJ