



**CITY OF SPOKANE PARK BOARD
RIVERFRONT PARK COMMITTEE**

4:30 p.m. Monday, March 9, 2026
Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:

X Gerry Sperling – Chair
X Bob Anderson
Lindsey Shaw - ABSENT

Guests:

Elizabeth Goldsmith
Jennifer Ogden

Parks Staff:

Rhett McCall
Jonathan Moog

Summary

- Pavilion Rental Agreement with Spokane Sports Commission was presented as an action item
- February 2026 Operations Report was presented

The next regularly scheduled Riverfront Park Committee meeting is set for 4:30 p.m. April 6, 2026, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4:31 p.m. by committee chair Gerry Sperling.

Public comment:

Elizabeth Goldsmith, Friends of Comstock, inquired about when the recommendations of the security consultant's report would be returned to Riverfront. Jon Moog clarified that the scope of work was very specific to events at Riverfront and inquiries could be made once the recommendations are in hand (possibly by end of June) if there is any information that may be applicable to other parks.

Action Items:

- A. **Pavilion Rental Agreement with Spokane Sports Commission** – *Jonathan Moog* presented. Spokane Sports Commission desires to host two FIFA World Cup Fan Zones at the Gesa Pavilion as ticketed events on June 19 and July 19, 2026. As part of the AXS ticketing agreement, Riverfront will provide the ticketing for the events. Revenue collected from ticketing is required to be remitted back to Spokane Sports Commission. The maximum payable amount of \$200K is determined by maximum venue capacity and ticket price. Approval of this agreement permits the event to be hosted and enables collected ticket revenue to be paid to Spokane Sports Commission.
- **Motion #1** – Gerry Sperling moved to recommend the Pavilion Rental Agreement with Spokane Sports Commission

Bob Anderson seconded.

The motion passed with unanimous consent (2-0 vote). It is proposed to place this as a consent action item on the agenda for the March 12 Park Board meeting.

Standing Report Items:

- A. February 2026 Operations Report –*Jonathan Moog* presented. Highlights included: 1) lighting activations in the park to celebrate the Seahawks Super Bowl; 2) Gesa Summer Concert Series announcements for Sierra Ferrel, Dead South, and Slightly Stoopid; 3) Carrousel sound dampening and organ restoration; 4) Storytime at the Carrousel partnered with PBS kids and Daniel Lion made an appearance to a record-breaking crowd; and 5) upcoming events include the Shamrock Shuffle half-marathon, Leprechaun Gold scavenger hunt, Storytime at the Carrousel, Spring Market presented by ICCU, and Riverfront Easter Egg Hung presented by Gesa Credit Union.

Adjournment: The meeting was adjourned at 5:26 p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4:30 p.m. April 6, 2026, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		Committee meeting date: March 9, 2026
Requester	Jonathan Moog		Phone number: (509) 625-6243
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Pavilion Rental Agreement with Spokane Sports Commission		
Begin/end dates	Begins: 02/01/2026	Ends: 07/20/2026	☐ 06/01/2525
Background/history: Spokane Sports Commission desires to host two FIFA World Cup Fan Zones at the Gesa Pavilion as ticketed events on June 19 and July 19 2026. As part of the AXS ticketing agreement, Riverfront will provide the ticketing for the events. Revenue collected from ticketing is required to be remitted back to Spokane Sports Commission. The maximum payable amount of \$200K is determined by maximum venue capacity and ticket price. Riverfront Park will receive \$20,400 for cost of the rental. Approval of this agreement permits the event to be hosted and enables collected ticket revenue to be paid to Spokane Sports Commission.			
Motion wording: Approve the Pavilion Rental Agreement with Spokane Sports Commission			
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Spokane Sports Commission Name: Ashley Blake Email address: ashley@spokanesports.org Phone: 607-279-9067			
Distribution: Parks – Accounting alindsey@spokanecity.org Parks – Sarah Deatrich mrussell@spokanecity.org Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: \$200,000 Budget code: 1400-54341-76901-54201			
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☒ UBI: 601-816-605 Business license expiration date: 9/20/26 ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☒ Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION

PAVILION RENTAL AGREEMENT
WITH AXS TICKET PAYMENT

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **SPOKANE REGIONAL SPORTS COMMISSION**, a non-profit organization, whose address is 201 West North River Drive, Suite 130, Spokane, Washington 99201, as ("Licensee"), individually hereafter referenced as a "Party", and together as the "Parties".

For good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **PERFORMANCE.**

The City will provide use of the Riverfront Park Pavilion Amphitheater for the FIFA World Cup Fan Zone – World Cup Viewing Parties taking place on two separate dates, June 19, 2026, and July 19, 2026, in accordance with the Riverfront Park Use Agreement attached as Exhibit B. Per the terms of Exhibit B, Licensee shall pay a total of **\$20,400.00** for Pavilion, Clock Tower Meadow, and fencing rental as more specifically itemized in Exhibit B. The Licensee will be using the entire Pavilion for viewing party and will include beer/alcohol under a Washington State Special Occasion License sales via Levy or Red Redrock Catering. Event will include usage of Clock Tower Meadow for food trucks and other vendors.

2. **CONTRACT TERMS.** The Contract shall begin February 1, 2026, and run through July 20, 2026, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. **COMPENSATION.** The City Shall pay Licensee the amount City receives for attendee tickets sold for the Pavilion Viewing Parties at \$20.00 per ticket up to a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for the 5000-attendee capacity Pavilion space**, plus applicable tax. The Licensee shall pay all expenses and applicable tax prior to the City remitting proceeds from sale of tickets to Event.

4. **PAYMENT.** The Licensee shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within forty-five (45) days after the City provides written notice of receipt and acceptance of the Licensee's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Licensee and pay that portion of the invoice not in dispute. In that event, the Parties shall immediately make every effort to settle the disputed amount without judicial intervention.

5. TAXES. The Licensee understands all paid admission events held at the Premises are subject to admission taxes per Spokane Municipal Code 08.03.020 unless evidence of 501(c)(3) tax-exempt status is furnished to the City thereby rendering the limited admission tax exemption set forth in SMC 08.03.020(5) applicable to this contract.
6. COMPLIANCE WITH LAWS. Each Party shall comply with all applicable federal, state, and local laws and regulations regarding the terms of this Agreement.
7. ASSIGNMENTS. This Agreement is binding on the Parties and their heirs, successors, and assigns. Neither Party may assign, transfer or subcontract its interest, in whole or in part, without the other Party's prior written consent.
8. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.
9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
10. TERMINATION. Either Party may terminate this Agreement by thirty (30) days written notice to the other Party. In the event of such termination by the City, the City shall refund the total amount paid to the City by the Licensee.
11. INSURANCE. During the term of the Agreement, the Licensee shall maintain in force at its own expense, the following insurance coverages:
 - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Licensee's General Liability insurance policy must be a *minimum* of \$2,000,000, in order to meet the insurance coverages required under this Agreement;
 - C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Licensee or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) upon request by the City. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Licensee's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or

retention level. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. INDEMNIFICATION. The Licensee shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, that arise out of the performance of this Agreement, except for events, injuries, and damages caused by the negligence of the City.

13. DEBARMENT AND SUSPENSION. The Licensee certifies that it is in compliance with and shall not contract under the terms of this Agreement with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Licensee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Licensee under the terms of this Agreement.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Licensee shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Licensee does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Licensee and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Licensee and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, the City will maintain the confidentiality of Licensee's materials and information only to the extent that it is legally allowed in the State of Washington. The City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City receives a valid public records request for Licensee's materials or information and the City determines there are exemptions only the Licensee can assert, City will endeavor to give Licensee prompt notice. Licensee, at its own expense, will be required to go seek an injunction preventing the release of the requested records. In the event that Licensee does not get a timely injunction

preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. **DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

SPOKANE REGIONAL SPORTS COMMISSION

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment

Exhibit B – Riverfront Park Use Agreement Reservation Contract

26-010b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B

RIVERFRONT PARK USE AGREEMENT

THIS AGREEMENT is entered into on _____, 2025, between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as (“City”), and Spokane Sports, as (“Licensee”), whose principal place of business is located at 201 W. North River Dr. Suite 130, Spokane, WA 99201. The City and Licensee are herein collectively referred to as “the Parties” to this Agreement. This Agreement, along with the Attachments hereto which are incorporated by reference, comprises the complete agreement between the Parties. Based on mutual assent and valuable consideration—the sufficiency of which is expressly agreed to by the Parties—the Parties agree as follows:

1. **EVENT.** The event is described as follows *FIFA Fan Zone* and shall be referred hereafter as “the Event.”

The FIFA World Cup Fan Zone will be two World Cup viewing parties taking place inside of the Pavilion Amphitheater on two separate dates: June 19, 2026, and July 19, 2026. Admission is open to the public and ticketed for both dates. Event will use the entire Pavilion for viewing party and will include beer/alcohol sales via Levy or Red Rock Catering. Event will include usage of Clock Tower Meadow for food trucks and other vendors. Event will rent video equipment from outside vendor at its discretion.

2. **PREMISES.** The City grants the Licensee a non-exclusive revocable license to use specific area(s) and facilities (“Premises”) of Riverfront Park located at 507 North Howard Street, Spokane, Washington, for the above-identified Event. The premises are highlighted on the attached Exhibit “B” Premises Use Map and referred to as *Clock Tower Meadow, Entire Pavilion*.

3. USED DATE(S).			
Date	Time	Room	Usage
6/19/2026	All Day	Clock Tower Meadow	
	All Day	Entire Pavilion	
7/19/2026	All Day	Clock Tower Meadow	
	All Day	Entire Pavilion	

4. RENTAL FEES.						
Date	Time	Room	Usage	Price	Discount	Subtotal
6/19/2026	All Day	Clock Tower Meadow		\$1,500.00	\$300.00	\$1,200.00
7/19/2026	All Day	Clock Tower Meadow		\$1,500.00	\$300.00	\$1,200.00
6/19/2026	All Day	Entire Pavilion		\$9,075.00	\$1,815.00	\$7,260.00
7/19/2026	All Day	Entire Pavilion		\$9,075.00	\$1,815.00	\$7,260.00
Subtotal						\$21,150.00
Discounts						\$4,230.00
Tax						\$0.00
Rental Total						\$16,920.00

5. EVENT FEES.					
Events					
Time	Item/Title	Qty/Price	Subtotal	Discounts	Total
	6' Construction Fence	116 Each @15.00/Each	\$1,740.00	\$0.00	\$1,740.00
	6' Construction Fence	116 Each@15.00/Each	\$1,740.00	\$0.00	\$1,740.00
Department Totals					
		Department Events	Subtotal \$3,480.00	Discounts \$0.00	Discount Subtotal \$3,480.00
Totals					
	Event Charges				\$24,630.00
	Less Discounts				\$4,230.00
	Subtotal				\$20,400.00
	TOTAL				\$20,400.00

6. TAXES. The Licensee understands all paid admission events held at the Premises are subject to city and state admission taxes. The Licensee agrees to pay these and all other taxes imposed in connection with its Event.

7. SECURITY DEPOSIT. The Licensee shall pay a refundable security deposit of 25% to the City of: **\$5,100.00** for the use of the Premises, payable by **11/18/2025** via certified check or other form acceptable to the City within sixty (60) days from event. The deposit shall be held by the City, without interest accruing, as a security deposit to secure full performance of the Licensee's obligations under this Agreement, including payment of use fees against potential damages to the Premises, incidental expenses, and liquidated damages, as appropriate. Event fees and charges must be paid in full prior to the event. If full payment is not received by the Event date, the Event may be subject to cancellation. In accordance with SMC 08.02.043, a fifteen-dollar (\$15) penalty will be applied if payment is not received by the due date, along with an annual interest rate of twelve percent (12%) on any outstanding balance.

8. LIQUIDATED DAMAGES. If the Licensee cancels the event, or if the City reasonably deems itself insecure because of the Licensee's apparent or actual inability to perform the Agreement as fully promised, the City may declare a default, and the Licensee shall pay to the City of Spokane, a sum of **\$20,400.00** as liquidated damages for the loss of use fees. The City may apply the security deposit (if applicable) against the above sums. The Parties agree that the damages, for the City's loss of use fees are difficult to ascertain or predict. Thus, the above set forth amount of liquidated damages is a reasonable estimate of the damages which would actually be suffered by the City for the loss of use fees. This remedy is in addition to all other remedies available in contract or law.

9. MINIMUM SUPPORT PERSONNEL. The Licensee agrees to employ at its sole expense, liability, and discretion the minimum security, admission, and support personnel as reasonably necessary to assure the safety of the participants, patrons, and Premises.

10. NOTIFICATION TO PARTICIPANTS OR PARENTS OR GUARDIANS OF MINOR PARTICIPANTS. The Licensee is required by this Agreement to provide minors and parents of minors with notice that Licensee is not part of the City, is not an agent of the City, and is, other than by the express terms of this Agreement, not in any way affiliated with the City. The activities and services offered by Licensee are not the activities or services

of the City.

11. FOOD AND BEVERAGE EXCLUSIVITY. Levy Premium Foodservice is the exclusive service provider for concession food and beverage operations, alcohol sales and service and catering at the Gesa Pavilion, Loeff Carrousel and Numerica Skate Ribbon and SkyRide. Licensee and Licensee vendors will follow City's process and procedure for procuring and selling City's exclusive beverage partner products, which will be provided by Swire Coca-Cola. The exceptions are juice made from fresh squeezed fruit and fresh drip coffee & tea. A 10% commission on food and beverage sales—excluding tax, tips, and administrative fees—applies to vendors operating in non-exclusive event areas. Vendors are required to hold a current contract with Riverfront Spokane, maintain a City of Spokane business license, carry appropriate insurance, and obtain all necessary health permits. Sales reports must be submitted within seven days of each event, with commission payments due within fourteen days of invoicing.

12. CONCESSION. Levy Premium Foodservice shall be the exclusive service provider for all concessions, catering and alcohol services within the Gesa Pavilion, Loeff Carrousel, Numerica Skate Ribbon.

13. TICKETING.

A. Ticketing Sales Rights. City and AXS shall serve as the sole and exclusive provider of primary and resale ticketing software sales and services with respect to all events, free or paid, at Riverfront Park and associated Venues. AXS shall have the sole and exclusive right to sell all tickets via any means in connection with the Event. In connection with the sale, resale, or issuance of tickets, Licensee will not endorse, support, integrate with, promote, receive revenue or any other compensation from or authorize the use of, any third-party internet sign related to the sale of tickets, ticketing company, or software system related to the sale of tickets for Event. Service fees will apply per City of Spokane – AXS Ticketing master service agreement and will be outlined in the associated Use Agreement fees.

B. Ticket Proceeds. AXS shall collect all proceeds from the sale of tickets to Events make on AXS channels via AXS's merchant accounts and deposit all such proceeds, including any applicable sales taxes, into an account managed by AXS, and shall be entitled to deduct any credit card processing fees or other fees due to AXS from Event Organizer/Licensee prior to disbursing the Client Fee and the remaining net ticket proceeds. AXS will provide City/Licensee with access to reports summarizing all applicable account activity.

14. EVENT RESPONSIBILITIES.

A. The Licensee is solely responsible for planning, organizing, promoting, and implementing all aspects of the Event on the Premises.

B. The Licensee shall comply with all federal, state and local laws, including the rules and regulations of the City of Spokane Parks and Recreation Department.

C. The Licensee agrees to comply with the Terms and Conditions for all Public and Private Special Uses as outlined in the attached Exhibit "A" for current Riverfront Park Special Use Information.

D. The Licensee shall provide necessary facility infrastructure equipment and/or services such as: tables, benches, fencing, staging, sound and lights, health and safety mandated equipment or services, canopies, alternative power sources installed by a certified electrician, portable restrooms, security and other to be determined event logistics. Licensee is solely responsible for ensuring that all equipment and infrastructure is in good working condition and utilizing the equipment in a safe manner, as per oral or written instructions provided by the manufacturer

E. The Licensee shall comply with all City-approved methods of securing temporary event structures and equipment.

F. The Licensee and the City each have the right to hang and/or display mutually agreed upon sponsorship logos, signs, banners and other promotional materials on the Premises in mutually agreeable locations.

G. To the extent the Licensee elects to utilize its own overnight and Event security on the Premises, the Licensee is solely responsible for these costs.

H. Licensee food vendors shall sell exclusively Swire Coca-Cola branded products procured from City as sole source supplier per Riverfront Park Terms of Use.

I. The City shall insure that existing electrical outlets are operational and functional on the Premises. The Licensee will not be charged for electrical use. To the extent the Licensee elects to utilize electrical support greater than that provided by the City through its existing electrical outlets on the Premises, the Licensee is solely responsible for any and all additional electrical support costs.

J. The Licensee will provide the City with a site map (Exhibit "C") showing the exact location of all event elements 7 days prior to move in. The Licensee and City will mutually agree on the final site layout 7 days prior to the Event.

K. The City and Licensee will exchange contact information to be used during event dates to insure compliance with the terms of this Agreement.

15. CARE OF THE PREMISES. Licensee has inspected the Premises, accepted its condition, and agreed that there are no repairs, changes, or modifications to be made to the Premises by the City to accommodate Licensee's intended use of the Premises. Licensee accepts the Premises "as is," subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the Premises. Licensee acknowledges that the City, its agents, officers, or employees have not made any representations or warranty with respect to the Premises or the suitability for Licensee's intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises. Licensee shall not cause or permit anything to be done to injure, mark, or in any manner deface the Premises or any equipment located on the Premises as within Licensee's reasonable control. Licensee shall keep the Premises and facilities reasonably clean and safe from damage. In the event of damage to the Premises or equipment, the Licensee shall pay to the City, on demand, the reasonable sums needed to fully restore the Premises or equipment, or repair the damage. The damage shall include crowd damage as a result of failure to maintain order, and / or failure to have a sufficient security force in place necessary to maintain order.

16. LIABILITY. Licensee shall indemnify, defend, and hold the City and the City's lessees of the Premises harmless from all claims arising from Licensee's use of the Premises or the conduct of Licensee's activities, or from any activity, work or thing done, permitted or suffered by Licensee in or about the Premises. Licensee shall further indemnify, defend, and hold the City harmless from all claims, liabilities, costs, attorneys' fees and expenses arising from any breach or default in the performance of any obligation to be performed by Licensee under the terms of this License Agreement, or arising from any act or omission of Licensee or of its agents, employees, or invitees. Licensee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Licensee's own employees against the City and, solely for the purpose of this indemnification and defense, Licensee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Licensee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. In case any action or proceeding is brought against the City by reason of any claim related to this Agreement, Licensee, upon notice from the City,

shall defend the same at Licensee's expense, by counsel approved in writing by the City, except in the event of injuries or damages caused by the sole negligence of the City. Licensee, as a material part of the consideration to the City, hereby assumes all risk of and waives any claims Licensee might have in respect to the damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except that which is caused by the City's sole negligence.

Neither the City nor any officer, agent or employee of the City will be liable to Licensee, or its partners, directors, officers, contractors, agents, employees, guests, invitees, or licensees, for any loss, injury, or damage to Licensee or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless solely caused by or solely resulting from the sole negligence or willful misconduct of the City or its employees in the operation or maintenance of the Premises without contributory negligence on the part of the Licensee or any of its licensees, or its or their employees, agents, or contractors, or any other lessees or occupants of the Premises. Furthermore, neither the City, nor any officer, agent or employee of the City will be liable (i) for any such damage caused by other lessees or persons in or about the Premises or caused by quasi-public work; or (ii) for consequential damages arising out of any loss of the use of the Premises or any equipment or facilities therein, by Licensee or any persons claiming through or under Licensee. The indemnity and agreement to defend and hold the City harmless provided for in this section pursuant to this Agreement shall survive any termination or expiration of this Agreement.

Licensee shall require each participant, or the parent/guardian of a minor participant, to execute a waiver indemnifying, releasing, and holding harmless the Licensee and the City from any and all claims arising from any loss, liability, damage, death or injury to any person or property, from any act or omission of the Licensee and the City, their officers, elected officials, employees, agents, participants or subcontractors arising directly or indirectly as a result of the activities and services provided by the Licensee and the City.

17. **INSURANCE.** During the period of the Agreement, the Licensee shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000. (Include verbiage if no Worker's Comp: **The Licensee states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.**)

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Licensee's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Licensee's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Licensee or its insurer(s) to the City. As evidence of

the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Licensee’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Licensee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Licensee.

19. AGREEMENT SUSPENDED. In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

20. ASSIGNMENT. This Agreement is not assignable without prior written approval of the City, which shall not be unreasonably withheld.

21. SEVERABILITY / NON-WAIVER. The illegality or unenforceability of any of the provisions of this Agreement shall not render the remainder unenforceable. Waiver by the City of any provision of this Agreement in any specific circumstance shall not be deemed a waiver in any subsequent circumstance.

22. FORCE MAJEURE EVENT. In the event either Party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such Party and the other Party shall have no right to seek damages or terminate this Agreement. As used herein, the term “Force Majeure Event” shall mean the occurrence of an event outside the reasonable control of the applicable Party such as an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; pandemic; substantial interruption in, or substantial delay or failure of, technical facilities; artist illness, incapacity or death; accident; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

23. CANCELLATION. A refund of the Venue Deposit shall be made only if (a) Licensee is not in default under and has otherwise complied with the terms and conditions of, the Use Agreement and (b) written notice of the cancellation is received by Riverfront Park at least sixty (60) days prior to the actual date of the event. Cancellations received fifty-nine (59) days or less prior to the actual date of the event shall result in the forfeiture of the Venue Deposit paid, and in the event that payment of the Venue Deposit has not yet been made to Riverfront Park, the Venue Deposit shall nonetheless be immediately due and payable to Riverfront Park. Cancellations due to smoke: Riverfront Park will allow for venue rental cancellations with a full refund if the air quality index is in the Unhealthy – Hazardous (151 - 500) range.

24. CONTRACT DOCUMENTS. This Agreement, with attachments including but not limited to provisions in Exhibit “A” (Riverfront Park Terms and Conditions for All Public and Private Special Uses), comprises the complete understanding between the Parties. To the extent terms vary or are in conflict between this document and Exhibit A, the terms of this agreement govern.

LICENSEE: SPOKANE SPORTS

Dated: _____

By: _____

Ashlee Blake

Name Printed

Approved

Title

Riverfront Park Director

Email

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Dated: _____

By: _____

Director

Attest

Approved as to form

City Clerk

Assistant City Attorney

Attachments which are a part of this Agreement:

Exhibit "A" Premises Use Venue Map

Exhibit "B" Premises Site Map

Exhibit "C" Certificate of Insurance

