



## GUIDED TOUR LICENSE AND HOLD HARMLESS AGREEMENT

**PARTIES:** The parties to this License are the Pike Place Market Preservation and Development Authority (hereafter "PDA" or "Licensor"), and **COMPANY NAME** \_\_\_\_\_ (hereafter "Licensee").

1. **THE MARKET:** The PDA is the owner and/or manager of most of the Pike Place Market Historic District (the "Market") identified in Exhibit A to this agreement. Licensee desires to conduct guided walking tours of the Market ("the Tours").
2. **LICENSE:** The PDA grants this License to Licensee to conduct the Tours in the Market under the terms and conditions as specified herein.
3. **TERM OF AGREEMENT:** This agreement is effective for the 12 month period beginning April 1, 20\_\_ unless terminated earlier pursuant to section 17 below.
4. **FEES AND REPORTING:** In consideration for this License, Licensee shall pay the PDA an annual licensing fee. Licensee shall also pay a monthly fee based on the number of participants in tours conducted or on a percentage of revenue from the Tours.

The parties to this agreement have agreed to a monthly fee of:  
\_\_\_\_\_ % of adjusted gross revenue or \$ \_\_\_\_\_ per participant.

- Adjusted gross revenue is the price paid to the tour operator by the participant, less taxes and commission charges. Participation fees are based upon persons present (excludes no-shows)
- Effective June 1, 2017
  - The standard license fee shall be \$25 per tour to a maximum of \$250 and the standard rate will be \$0.50 per customer or 1.5% of adjusted gross sales.
- Effective March 1, 2018
  - The standard license fee will be \$50 per tour to a maximum of \$500 and \$1.00 per customer or 3% of adjusted gross sales.

Monthly fees will be payable by the 20<sup>th</sup> of the following month, any payment shall be accompanied by a written report filed by the licensee with the PDA. Licensee agrees to provide PDA, upon the PDA's request, with records for inspection to confirm accuracy of calculated monthly fee.

5. **DESCRIPTION OF ACTIVITIES:** While at the Market, Licensee shall engage in only those activities set forth in Exhibit B. Any changes in activities require the prior approval of the PDA; such approval not to be unreasonably withheld. Activities shall be conducted in accordance with the Licensing Guidelines included in Exhibit C which are subject to change by the PDA on not less than Council annually, beginning each January with a 60 days advance notice.
6. **TIMES AND LOCATIONS:** The Licensee shall carry out its activities only at the times and locations set forth on Exhibit B. Any changes in time or location require the prior approval of the PDA and are subject to adjustment of monthly fees.

7. **Tour Guide Registration:** All Tour Guides working for licensee have read, acknowledged and signed the Tour Guide Rules and Agreement included in Exhibit D.
8. **MARKET NAME & CREDIT:** The Licensee acknowledges that the PDA owns the trademarks on the Market name, Market clock, logos and signs as shown in Exhibit E, and will not be used by Licensee absent the express, written consent from the PDA. (Rachel the Pig and Billie the Pig are trademarks of the Market Foundation; any commercial use or filming of Rachel or Billie requires permission from the Market Foundation.)
9. **HOLD HARMLESS & INDEMNITY:** Licensee shall indemnify and hold the PDA, its Council, agents, and employees harmless from and against any and all injuries, losses, suits, claims, actions, costs, expenses (including reasonable outside attorney's fees), penalties, fines, liabilities or other damages to persons (including death) or property of any kind or nature whatsoever directly arising out of or relating to the Project of the use of the Market by Licensee, its agents, employees, or contractors (including, without limitation, any work undertaken thereon by Licensee, its agents, employees, or contractors), except that (i) such indemnification shall not apply to damages caused or resulting from the sole negligence of the PDA, its agents or employees, and (ii) with respect to damage caused by or resulting from the concurrent negligence of the PDA, its agents or employees, and Licensee, its agents, employees, or contractors, the foregoing indemnity shall apply only to the extent of the negligence of Licensee, its agents, employees, and contractors. If the PDA claims that Licensee is responsible for any such damage or injury, or both, the PDA must notify Licensee in writing within twenty-one (21) days of the date that Licensee vacates the Market (or longer if it is not practicable for the PDA to provide such notice in this time frame), which writing shall include a detailed listing of all property damage and injuries for which the PDA claims Licensee is responsible. The PDA shall cooperate fully with Licensee in the investigation of such claims, and permit Licensee's investigators to inspect the property claimed to be damaged.
10. **INSURANCE:** Licensee shall, at its own expense, maintain liability insurance to cover all activities relating to the Project. Such insurance shall be with a reputable insurance company or companies satisfactory to the PDA in the minimum limits of One Million Dollars (\$1,000,000) for property damage, and Two Million Dollars (\$2,000,000) per accident and shall name the Pike Place Market PDA as an additional insured. Documentation of such coverage will be made available to the PDA prior to Licensee commencing any activities at the Market. (Name/address to include on the Certificate: Pike Place Market PDA; 85 Pike Street, Room 500; Seattle, WA 98101.)
11. **NON-INTERFERENCE WITH MARKET ACTIVITIES:** Licensee shall not unreasonably interfere with or interrupt any normal activities of the Market, the PDA, its lessees and their customers, or other users of the Market facilities. Licensee shall immediately suspend those activities which result in interruption of activities of the Market upon reasonable request from the PDA.
12. **TEMPORARY MODIFICATION OF FACILITIES OR GROUNDS:** Licensee shall not make any modification of facilities or grounds within the Market.
13. **PDA DIRECTIONS:** Licensee agrees that it shall and will promptly follow all reasonable orders and directions of the PDA.

14. **COMPLIANCE WITH LAWS:** Licensee shall be aware of and comply with all applicable federal, state, and local laws, ordinances, and regulations in conducting its activities at the Market, and shall be responsible for obtaining any and all permits necessary to conduct the Tours at the Market or on adjoining properties.
15. **COORDINATION WITH TENANTS:** Licensee shall coordinate its activities with the appropriate tenants at the Market if its activities occur on or affect tenants' business, and shall not use any tenant's space for the Tours except pursuant to agreement between tenant and Licensee.
16. **SPECIAL CONDITIONS:** In the event Licensee desires to conduct special Tour activity outside of regular business hours, additional approval from the PDA will be required (which may be either granted or refused in the PDA's sole discretion) and additional fees may apply. If this special Tour activity is recurring and not one-time in nature review, approval by the PDA Council will be required for access to common areas after regular business hours, consistent with the Licensing Guidelines (Exhibit C).
17. **Termination:** Notwithstanding anything contained herein to the contrary, this Agreement shall terminate:
  - a. On March 31<sup>st</sup> for standard annual agreements.
  - b. On an earlier date by mutual agreement of the parties.
  - c. On 90 day notice from the PDA in the event the tour operator fails to begin or ceases to operate under this license.
  - d. Immediately if either Licensee or PDA fail to cure any breach or defaults under any representation, warranty or covenant set forth herein, and such breach or default remains uncured for ten (10) or more days after written notice of the occurrence thereof to Licensee.
  - e. Immediately upon the breach of any representation or promise in the Licensee's application or any other documents submitted to the PDA in connection with its tours or license, or upon the discovery of the falsity of any written statement made by the Licensee to the PDA in connection with its tours or license.
  - f. If Licensee makes any assignment of this license, files a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, a receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States government or of the several states.

In event of termination, all monthly fees accrued and due to PDA under this agreement shall be payable immediately to the PDA. No credit will be given for annual license registration fees.

18. **ENTIRE AGREEMENT:** This Agreement executed by both parties constitutes the entire agreement of the parties with respect to the subject matter hereof and there are no representations, agreements, arrangements, understandings, oral or written between and among the parties hereto with respect to the subject matter hereof except as set forth herein. No amendment or supplement to this Agreement shall be valid or effective unless in writing and executed by the parties hereto.

19. **CONSTRUCTION:** The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. Both parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an Agreement shall be construed against its drafter.
20. **ATTORNEYS' FEES:** In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, the prevailing party shall be entitled to recovery of its costs and attorneys' fees actually incurred, which shall be determined and fixed by the court as part of the judgment. The parties covenant and agree that they intend by this Section to compensate for attorneys' fees actually incurred by the prevailing party to the particular attorneys involved at such attorneys normal hourly rates and that this Section shall constitute a request to the court that such rate or rates be deemed reasonable.
21. **APPLICABLE LAW:** This Agreement shall be construed and interpreted under the laws of the State of Washington. Any action to enforce this Agreement, and any action arising from or based on this Agreement or its terms or provisions, shall be brought in the Superior Court of King County, Washington or the United States District Court for the Western District of Washington, and all parties hereby consent to the exclusive jurisdiction of those courts to hear and decide all disputes relating to this Agreement.
22. **ASSIGNMENT:** Licensee may not and shall not assign its rights or benefits, and Licensee may not and shall not assign or delegate its duties or obligations, under this Agreement.

THE PDA AND LICENSEE HEREBY CERTIFY AND AGREE THAT THE FOREGOING PROVISIONS OF THIS AGREEMENT HAVE BEEN FREELY AND MUTUALLY NEGOTIATED INCLUDING THE HOLD HARMLESS PROVISIONS IN SECTION 9 ABOVE.

<b>LICENSEE</b>	<b>LICENSOR</b>
Name: <u>COMPANY NAME</u>	Name: <u>PIKE PLACE MARKET PRESERVATION &amp; DEVELOPMENT AUTHORITY</u>
Signature: _____	Signature: _____
Title: _____	Title: <u>DIRECTOR ASSET MANAGEMENT AND DEVELOPMENT</u>
Please Print Name: _____	Date: _____

Exhibit A – Pike Place Market Historic District reference map



## Exhibit B – Tour Activity Description and Special Conditions

### Tour Activity Description ( additional detail may be provided in license application) :

- Standard Tour Group Size
- Frequency and/or standard schedule
- Any request for access after regular business hours (may be denied by PDA or subject to additional location and security fees.
- Tour Route(s) (attach map if available).
- Tour script outline ( general themes and narrative highlights)
- Listing of business tenants which participate as tour locations or in providing samples. ( To be updated as necessary).

### Tour Guides

**Total number of annual Tour Guide Permits requested by the Operator**

**Names of tour guides to be registered with the Tour Operator’s License ( to be updated as necessary):**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

**Tour format:   Headset  
                      Voice Led**

### Special Conditions

**Exhibit C – Guidelines**

# Tour Guide Rules & Agreement

**Exhibit D**

Print Name: \_\_\_\_\_ Permit #: \_\_\_\_\_

Tour Operator affiliation \_\_\_\_\_ must have current license from PDA

- I will display my permit anytime I lead a tour in the Market Historical District in property owned or managed by the Pike Place Market PDA.
- I will become familiar with the history and current operations of the Pike Place Public Market;
  - I will pass a Market Knowledge Test before leading any tours; and
  - I will strive to provide accurate information regarding the history and operation of the Market on tours I lead.
- I will be responsible for ensuring that tour groups I lead do not block store entrances or hallways from regular business traffic.
- I will not lead tour groups into businesses without agreement of the business manager.
- I will report incidents and accidents to Market security promptly.
- I am responsible for my personal and professional conduct at all times while leading a tour.
- I will immediately comply with requests of Market Security and authorized PDA staff to prevent congestion and blocking of streets and hallways or disruption of business activity.
- I will not use a loudspeaker or other device to amplify sound.
- I will limit the size of tour group that I escort inside buildings to groups consistent with the size allowed by the operator license agreement.
- I will only use minimal devices, preferably clothing) to identify myself as a tour leader.
- I will not carry signs promoting the tour business I work for nor sell tickets for tours while in the Historical District.
- I will distribute PDA supplied wristbands to each tour participant for them to each wear to aid in identification of the group.

I understand and agree to abide by these conditions as a requirement to conduct tours on Pike Place Market property owned or managed by the Pike Place Market PDA.

I also understand that my permit expires on April 30th of \_\_\_\_\_.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Contact information : Email \_\_\_\_\_ Phone \_\_\_\_\_

Date received : \_\_\_\_\_ by ; \_\_\_\_\_

Date of orientation \_\_\_\_\_ by \_\_\_\_\_ ( for PDA staff)

Date of test (passing grade) \_\_\_\_\_ by \_\_\_\_\_ ( for PDA staff)

Note: Test requirement will be implemented when available , estimated fall of 2017.

## Exhibit E – Trademarks

The names Pike Place Market, Pike Place Public Market, Pike Place Farmers Market, Pike Place, and any graphic representations of the Market’s neon sign and clock are registered trademarks. Use of these marks and other iconic imagery and signage is subject to a separate trademark licensing agreement.

Rates, fee, and other conditions are subject to change. Contact PDA office or [info@pikeplacemarket.org](mailto:info@pikeplacemarket.org) with questions.

Word Marks:  
THE PIKE PLACE MARKET  
PIKE PLACE  
PIKE PLACE PUBLIC MARKET  
PIKE PLACE FARMERS MARKET

Design Marks:  
The graphic representation of the rooftop sign located at the junction of Pike Place and Pike Street. The image includes the sign’s structural framework, the words PUBLIC MARKET CENTER and the clock face; as viewed from all perspectives or as depicted by other



letter forms and graphic treatments:



*In addition, the above PDA logos are reserved for PDA identification and Market-wide advertising. No businesses inside or outside the Market are permitted to use the PDA logo on any product or for any promotional purpose.*

Businesses outside of the Market’s boundaries cannot use Pike Place Market as an identifier, unless correctly stating they are “near” or “next to” the Pike Place Market.

All other uses of the name “Pike Place Market” or the PDA’s trademark on any products or to promote any products or businesses are expressly prohibited unless a licensing agreement has been approved by the PDA Council. Generally, licenses will not be granted to organizations or individuals outside the Market unless they demonstrate that their use of the name or trademarks will enhance the goals of the PDA. In addition, any licensee will need to verify that all licensed products are manufactured in compliance with the Prohibition of Sweatshop Conditions and free of hazardous materials, among other requirements. Royalty rates will be set depending on type of use and may be required in advance.