

**EXHIBIT B**

**To:** Organization Leader  
**From:** Port of Seattle Representative (Aviation Properties)  
**Re:** *License for Temporary Use and/or Occupancy – Seattle-Tacoma International Airport Main Terminal Premises and Parking at Airport Garage*

**Date:**

This will confirm the terms under which the Port of Seattle (“Port”) will grant to (Organization) (“Licensee”) a non-exclusive, revocable license (“the License”) for the temporary use and/or occupancy of approximately 1,855 square feet located at **Seattle-Tacoma International Airport Main Terminal Mezzanine Level** (“the Premises”) for office use (“the Permitted Use”) and parking at the Airport Garage. The Premises are reflected on the drawing at **Attachment 1**. The following terms apply to this License:

1. Agreement is a License. The relationship between the Port and Licensee is not one of landlord and tenant, but rather one of licensor and licensee. The incurrence of costs, if any, with respect to the Premises, Permitted Use, or parking at the Airport Garage by Licensee shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than licensee nor obligate the Port to enter into any agreement conferring such other interest. Licensee shall have no recourse against the Port for any breach hereunder.
2. Term. This License shall commence on April, 1, 2011, and terminate on the earlier of December 31, 2014, or the termination of the Port-Port Jobs Service Agreement #P-00316827. It shall not be subject to extension or renewal without the express written consent of the Port.
3. Consideration. The consideration for this License is the satisfaction of the Port’s promise to provide “in-kind contribution” to Port Jobs in addition to the monetary compensation to be paid to Port Jobs for its services under Service Agreement P-00316827.
4. Licensee shall not be responsible for payment of any tax levied on, or measured by, the access fee paid by Licensee. Per Washington State Law (RCW 82.29A) leasehold excise tax is applicable on all terms 30 days or more. The Port shall pay any applicable leasehold excise tax.
5. Security and Access Fee Waived. The Port does not require and/or waives any requirement for security to secure Licensee’s full performance of this License and does not require a fee for access or move-in to the Premises.

6. Airport Security. Licensee will comply at all times with all local, state, and federal laws, rules, and regulations relating to security ("Security Laws") at any Port facility. If the Premises are subject to a government-approved security plan ("Security Plan"), Licensee will fully and promptly comply with the Security Plan. If the Premises are not subject to a Security Plan and if Licensee undertakes any activity or handles any cargo that brings the Premises or surrounding area under the Security Laws, Licensee will be fully liable for all its costs and Port costs associated with complying with the Security Laws for the Premises and surrounding areas. Licensee will provide the Port evidence satisfactory to the Port that the appropriate government authority has approved any Licensee-prepared security plan. Licensee will be liable for any fines or penalties for its failure to comply with the Security Laws or the Security Plan whether assessed against Licensee or the Port.
7. Environmental. Licensee agrees to comply with all applicable rules and regulations of the Port pertaining to the Premises in existence or hereafter promulgated for water quality and pollution prevention, for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Licensee further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including without limitation those relating to environmental matters.
8. Utilities. The Port shall provide utility services to the Premises at the Port's cost. Licensee shall not be liable for payment of any utilities consumed by Licensee at the Premises.
9. Janitorial Services. The Port shall provide janitorial and garbage collection services at the Port's cost. Licensee shall not be liable for payment of any janitorial or garbage collection services enjoyed by Licensee at the Premises.
10. Parking. The Port shall provide 6 (six) monthly undesignated parking passes for employees of Licensee at Port cost during the term of this License. Parking stalls are located in the Airport Garage. Licensee's use of the parking in the Airport Garage is subject to all rules and regulations of the Port and/or the operator of the Airport Garage.
11. Port contact for purposes of License. The Port contact for purposes of this License, shall be Jude Barrett, Lease Administration Supervisor, at 206 787-5915 or email address [barrett.j@portseattle.org](mailto:barrett.j@portseattle.org).
12. Licensee Responsible for Safety and Property. Licensee specifically accepts the Premises in their present condition on an as-is, where-is basis. Licensee's activities within, on or about the Premises shall be at Licensee's sole risk, and the Port shall not be responsible for the safety of Licensee, its employees, agents, licensees or invitees, or for the condition or loss of any items of personal property brought onto the Premises by any of them.
13. Compliance with Laws, Rules, and Regulations. Licensee shall, at its sole cost and expense, use and/or occupy the Premises solely: (i) in the manner contemplated by this License, (ii) in an orderly manner so as to avoid unreasonably interfering with or

Commented [NL1]: Not provided in the new contract

Commented [NL2]: Not provided in the new contract

interrupting the normal business operations and quiet enjoyment of the other occupants of the Premises or adjoining properties or premises, and (iii) in full compliance with all applicable governmental laws, rules, regulations, and codes, specifically including those related to the protection of the environment and those promulgated by the Port for the general safety and convenience of its customers and the public. Licensee also shall, at its sole cost and expense, obtain any and all permits, licenses, and approvals that may be required in order to make lawful the Licensee's activities on the Premises.

14. Indemnity. The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Licensee or by others, including but not limited to all persons directly or indirectly employed by the Licensee, or any agents, contractors or subcontractors of Licensee, as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises and the areas adjacent thereto, or related in any way to Licensee's use and/or occupancy of the Premises and of areas adjacent thereto. Licensee agrees to defend and to hold and save the Port harmless from all liability or expenses (including attorneys' fees, costs, and all expenses of litigation) in connection with either (i) any such items of actual or alleged injury or damage, except when such injury or damage is caused by the sole negligence of the Port, or (ii) any breach of the terms of this License. Licensee expressly agrees that its duty to defend and indemnify the Port includes negligent acts, which are concurrent, contributory, or both by the Port, resulting in said damage or injury. Licensee also agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Licensee expressly waives its immunity under industrial insurance, Title 51 RCW, as necessary to effectuate this indemnity.
15. Insurance. *General Liability Insurance*. Licensee shall obtain and keep in force a commercial general liability policy of insurance, written on ISO Form CG 00 01 10 01 (or equivalent), that protects Licensee and the Port, as an additional insured using ISO Form 20 26 or an equivalent version, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the use or occupancy of the Premises and all areas appurtenant thereto. Such insurance shall be on occurrence basis providing single limit coverage in an amount not less than one million dollars (\$1,000,000) per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations. The policy shall contain a minimum \$250,000 sub-limit that covers damage to premises licensed to Licensee, including fire damage. All insurance to be carried by Licensee shall be primary to and not contributory with any similar insurance carried by the Port, whose insurance shall be considered excess insurance only. Upon License inception and annually thereafter, a Copy of the Insurance Certificate validating insurance coverage and a copy of the additional insured endorsement shall be submitted to the Port contact. The insurance required under License shall not be cancelable or subject to non-renewal or modification except after thirty (30) days prior written notice to the Port.
16. Licensee Responsible for Damages. Licensee assumes full responsibility for all damages or losses incurred by the Port or others arising from Licensee's entry onto,

occupancy of and/or use of the Premises, whether caused by Licensee, its employees, agent, licensees or invitees.

17. Termination of Agreement. Notwithstanding any specific term set forth in this License, the Port may terminate this License, in its sole discretion and for any reason whatsoever, effective upon delivery of written notice to Licensee at the address set forth above.

18. Applicable Law. This License shall be construed and enforced in accordance with the laws of the State of Washington.

19. Entire Agreement. This letter sets forth all covenants, promises, agreements, conditions and understandings between the Port and Licensee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Port and Licensee other than as set forth in this Agreement. No subsequent alteration, amendment, change or addition to this License shall be binding upon the Port or Licensee unless reduced to writing and signed by both parties.

Licensee must countersign and return the enclosed duplicate original of this Agreement along with any certificate of insurance, and additional insured endorsement pursuant to the instructions in the cover letter.

Attachment

Attachment 1. Drawing of Premises.

Agreed and accepted this \_\_\_ day of \_\_\_\_\_, 20..:

**(Organization)**

By: \_\_\_\_\_

Its: \_\_\_\_\_