



Exhibit 1 – Facility Guidelines 2014-2015

1. GENERAL

The Facility Guidelines provides rules and regulations surrounding the use of CenturyLink Field, CenturyLink Field Event Center, and WaMu Theater. In the event of a discrepancy between the License Agreement and the Facility Guidelines, the License Agreement shall be the control document. The Facility Guidelines set forth herein may change from time to time at the discretion of FGI management.

As per the License Agreement, “CLF” and “Facility” means the entire CenturyLink Field, CenturyLink Field Event Center, and WaMu Theater inclusive of facilities available or as constructed as of November 1999 and additional facilities to be added thereafter until completion. This includes the West Hall, Concourse, East Hall, Field Plaza, Stadium Club Level and all common areas in the Event Center complex and the Stadium. “On-Site Staging Areas” means the north parking lot or such portions thereof as are available, as well as access to loading docks, perimeter drives, and the service road as available for show use during License Agreement dates.

Any violation of these Facility Guidelines shall subject the violator to immediate cancellation with forfeiture of all sums at that time paid for the use of CLF, as well as create an enforceable liability on the part of the Licensee, in the courts, for payment of any unpaid and owed sums of money together with damages.

It is the responsibility of the Licensee to notify participating contractors and exhibitors of these Facility Guidelines and ensure their enforcement. Licensee shall also be responsible for payment of all applicable fees and charges should contractors or exhibitors default or fail to meet their obligations, with respect to the Facility Guidelines.

2. LICENSE AGREEMENT

All requests for licensing of space at CLF must be made through the Sales and Marketing Department.

Verbal agreements for the use of CLF are not binding upon the Corporation or the Sales and Marketing Department of CLF. Letters of Intent and similar instruments are not binding upon the Corporation, unless signed by the Vice President and General Manager or a designee.

3. RENTAL FEES AND REIMBURSABLE EXPENSES

Terms for payment are detailed in the License Agreement. Upon execution of the License Agreement by Licensee, Licensee shall pay FGI a nonrefundable advance deposit. FGI will credit the amount of the Deposit against the final invoice. Deposits and rental payments are non-refundable, except in such cases where CLF is unable to deliver possession of the facilities in accordance with the License Agreement, where the license is subject to cancellation by CLF without further notice.



4. PRE & POST-EVENT INSPECTION

The Licensee, with a representative of CLF, shall inspect prior to occupancy those areas of the building to be used and equipment to be utilized, to ensure that they are in proper condition for the uses contemplated by the Licensee. At the conclusion of the event the Licensee, with a representative of CLF, shall inspect the same to determine damages, if any, resulting from Licensee's use of the facility and equipment. Licensee will be responsible for the costs of repairs or special cleaning needs resulting in Licensee's use of the facility.

5. DESIGNATION OF RENTAL TIME

The period of occupancy for Licensees and any third party vendors contracted by Licensee is detailed in the License Agreement. Any requests to change these times or requests for early or extended access must be made in writing to the Sales and Marketing Director or your Event Manager.

6. EXCLUSIVE SERVICE PROVIDERS

In addition to your Event Manager, we have a host of exclusive service providers who may also be of service to you. They include:

Audio/Visual: AVMS is the exclusive provider of audio/visual services. AVMS, along with the FGI Technical Operations staff, are the exclusive operators of the house sound system. AVMS is a full-service audio visual company and will provide all of your audio visual rental equipment, as well as video projection, teleconferencing, show production, staging, lighting packages, and professional technicians to assist with all your event needs.

AVMS

Tom Wade
(206) 694-4444
twade@AVMS.com
www.avms.com

Catering & Concessions: Sportservice is the exclusive food service provider for CenturyLink Field, CenturyLink Field Event Center and WaMu Theater. With award-winning fare and an exceptional hospitality staff, Sportservice provides custom menus for every occasion and can provide for all food service needs. During the planning process, your Catering Sales Manager becomes a member of the event team and an advocate for planning all food service needs. Contact the Catering Sales Team at:

Catering & Concessions

Sportservice

Angela Todero
(206) 808-8327
atodero@dncinc.com



Security: Staff Pro is the exclusive security provider and your Event Manager will work with you to schedule security staffing needs and responsibilities. Services provided by Staff Pro include but are not limited to event security, overnight security and Alcohol Enforcement.

When required, your Event Manager will arrange the scheduling of law enforcement officers, traffic control and/or Emergency Medical Technician (EMT) personnel during Event hours. FGI reserves the right to set the final, minimum staffing levels and hours of staffing required by the Event. Costs for Security, law enforcement, and EMT staffing are the sole responsibility of Licensee.

Telecommunications: All Telecommunication, Data and Internet services are handled by CenturyLink Field and include a wide range of standard and custom equipment and services to support the communication and technology requirements of every event. Detailed information regarding services and pricing can be provided by the Event Manager.

Electrical: Edlen Electrical is the exclusive provider of electrical service related to all events in CenturyLink Field, CenturyLink Field Event Center and WaMu Theater.

Edlen Electrical Exhibition Services

Mark Galstaun
General Manager
(206) 781-2411
mgalstaun@edlen.com

7. MOVE-IN AND MOVE-OUT

Deliveries – CLF will not accept delivery of event materials or freight outside of contracted dates. Freight is to be addressed to the attention of the show's official service contractor or show management. Delivery address should reference the name of the event, the location (i.e. West Hall) and a contact name. All deliveries outside of contracted dates without prior approval will be refused. All packages, cartons, crates, and containers brought into and out of the facility are subject to inspection by facility security personnel.

CLF does not assume responsibility for deliveries or loss of goods, merchandise or other articles of value. CLF is not responsible for the loss or theft of any property of the Licensee, personnel, exhibitors, or attendees.

Storage/Staging – CLF does not provide staging or exhibit crate storage. It is the responsibility of the Licensee to make arrangements for off-site storage of all crates and packing material. Licensees' contractors can only create storage/staging areas within contracted space not accessible or visible by the public and with full Fire Marshal approval.

HVAC & Lighting – Energy conservation is a prime concern to CLF. One-half normal electric lighting will be provided for move-in and move-out and set-up periods. Additional lighting, heating, and air conditioning requested by Licensee will be charged to Licensee at the prevailing rate.

Children – For safety, children under 16 are not permitted on the show floor during move-in and move-out.



Materials Left Behind – Any printed materials or materials of any kind left at the conclusion of the License Agreement are the responsibility of the Licensee. Any items left behind by Licensee, its vendors or business affiliates will not be held and will be recycled/disposed 24 hrs following the end of the contracted date and at the sole expense of Licensee.

Vehicle Access – No vehicles are permitted on the Occidental plaza, east of the bollard line, without special permission.

Any vehicle accessing the Event Center must remain inside the drive lanes.

Parking on the show floor is prohibited. Any vehicles allowed access for unloading must be removed immediately upon completion and relocated to a proper parking area.

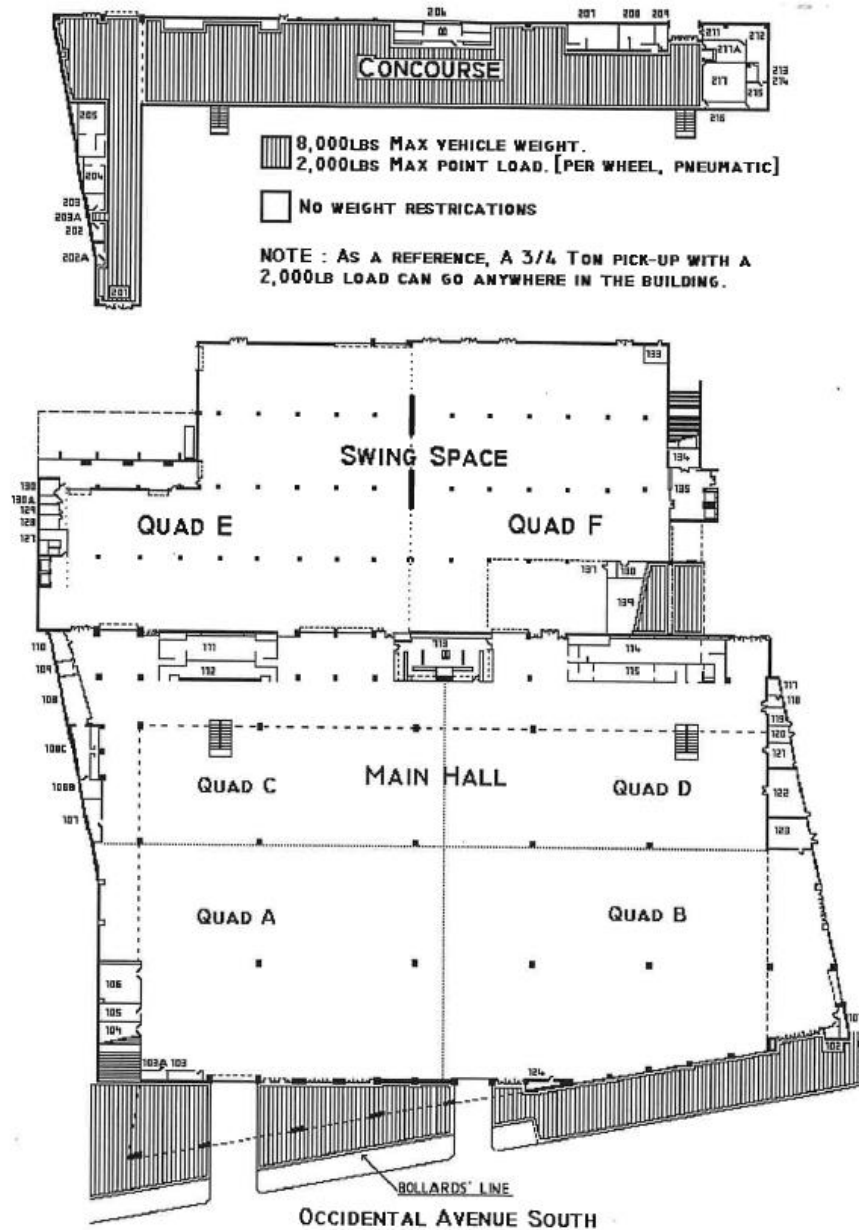
Rigging – Any event plan which includes items suspended from the columns or structural steel, must receive prior written approval. Rigging plans must be submitted thirty (30) days in advance. All rigging is subject to CLF approval and must be done by qualified, CLF approved personnel.

Freight – Loading of freight items on public elevators is not permitted. Use of the freight elevators in CLF must be coordinated and scheduled in advance.



Forklifts – FGI forklifts are not available for client use. If a forklift or other equipment is needed, Licensee may work with their Event Manager to receive a list of local vendors for rental options.

Forklifts are NOT permitted on stadium ramps, Occidental Plaza east of the bollard line or on the Royal Brougham sidewalk. In all other areas, weight restrictions as identified below must be adhered to at all times. All forklift operators must have proper, up-to-date certification.





8. REGULATION OF USE

Licensee may not use the licensed area or permit any part of CLF to be used for any purpose other than the event, and shall not permit its use:

- a) For lodging
- b) In conflict with any law, ordinance, rule or regulation of any governmental authorities
- c) In any manner which would violate the provisions of insurance coverage on or related to CLF, or increase the rate of such insurance
- d) In any manner which causes waste or nuisance
- e) In any manner which causes or threatens to cause injury or alteration to the Facility

Licensees may not obstruct or interfere with the access or occupancy of other licensees with concurrent events in CLF, or in any way injure or disrupt them.

9. APPROVAL OF FLOOR PLANS

The Licensee shall provide CLF with a floor plan that is to scale no later than thirty (30) days before the event and **before** Licensee publishes or distributes any material containing such information. Such floor plans shall indicate all spaces to be used by Licensee for exhibits, registration, demonstration areas, stages, etc., and are subject to prior approval by CLF and the Seattle Fire Marshal. Any final plan, if different from the plan originally submitted, shall be re-submitted not less than fourteen (14) days prior to the event.

10. PUBLIC SAFETY

Licensee will familiarize themselves, their contractors and sub-contractors, and employees with the safety procedures and regulations governing all parts of CLF used by the Licensee.

The Licensee is responsible for the character, acts, and conduct of all persons admitted to the premises or any portion of a licensed area. The Licensee agrees to have on hand, during all public hours of the event, sufficient security and medical personnel to maintain order and protect all persons and property.

- a) FGI shall have the right to require emergency medical staff for any event and contract period at the sole discretion of FGI. All costs for emergency medical staff shall be at the expense of the Licensee.
- b) For commercial events, consumer shows or public events, Licensee shall provide, at its sole cost, law enforcement and/or uniformed security officers on site at all times the Facility is open, should it be deemed necessary by FGI.
- c) FGI reserves the right to set minimum staffing levels and hours required by all event activities including but not limited to facility staff, security, law enforcement, and Emergency Medical Technician personnel.



- d) At least one hour before the announced start time of any function, a responsible representative of the Licensee must be present and must remain until the function has ended and all patrons have left the premises.

No portion of the sidewalks, ramps, entrances and exits, corridors, passageways, vestibules, halls, lobbies, stairways, elevators, aisles, driveways, or access to public utilities of the Facility shall be obstructed or used for any purpose other than ingress and egress. Access to fire detection and suppression systems, HVAC vents, and house lighting fixtures and controls shall not be covered or obstructed, including fire extinguishers, fire hose cabinets, and fire alarm pull stations.

11. FIREARMS

Firearms are STRICTLY PROHIBITED.

12. FIRE REGULATIONS

Fire regulations prohibit the storage of combustible materials behind the back curtains of booths, and in the service space between back-to-back booths. Written authorization by CLF and the Seattle Fire Marshal shall be required for the following:

- a) Display and operation of any heater, barbecue, heat-producing or open flame devices, candles, lanterns, torches, welding equipment, or other smoke emitting materials as part of an exhibit
- b) Display and operation of any electrical, mechanical, or chemical devices which may be deemed hazardous by the Seattle Fire Marshal
- c) All toxic and hazardous material, including flammable liquids, compressed gas or dangerous chemicals
- d) Fireworks or other pyrotechnics

Special event permits for events, exhibits, tents, lasers, open flame, pyro, or special requests are required and will be reviewed by the Fire Marshal.

13. ANIMALS

Service animals or those in training for guests with disabilities are allowed in CLF. All other animals are prohibited. No live animal, reptile, fish or bird is allowed in CLF, without prior written approval and proper precautions made to control and restrain such animal. Approval is based on whether the animal is legitimately part of an event, show, exhibit or activity requiring the use of animals. If allowed, Licensee is fully responsible for the liability and sanitary needs associated with the animals.



14. VEHICLES/BOATS/AIRCRAFT

Gasoline powered vehicles may be displayed with a maximum of a ¼ tank of gas or five (5) gallons, whichever is less, remaining in the tank. A locking gas cap must be installed or the tank must be adequately sealed in some other appropriate manner. All battery cables must be disconnected and taped to avoid potential sparks. Fuel is to be dispensed or removed with appropriate safety equipment. Liquid petroleum tanks, empty or full, are not to be stored in the building.

All electrical equipment must be UL approved.

15. MOTORIZED EQUIPMENT

The Licensee shall not, without prior written approval of CLF, put up or operate any engine, or motor, or machinery on the premises, or in CLF using oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, using any agent other than electricity for illumination, or otherwise bring combustible, explosive, or other dangerous or hazardous materials into CLF.

16. SIGNS AND DECORATIONS

All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used in exhibits shall be flame retardant to the satisfaction of the Seattle Fire Marshal. All such material is subject to inspection and flame testing by the Fire Marshal. The Licensee shall provide the Fire Marshal with a copy of the certification of flammability standard from the manufacturer.

Licensee shall not, without CLF prior written approval, bring or permit any decorative materials in or about CLF including, but not limited to: crepe paper; cellophane; confetti; cotton; cornstalk; leaves; evergreen boughs; sheaves of grain; streamers; straw; paper; vines or moss.

Oil cloth, tarpaper, sisal paper, nylon and certain other plastic materials cannot be made flame retardant and their use is prohibited.

17. CONCESSIONS/CATERING

CLF reserves for itself or its agents, contractors or concessionaires, the sole right to the following services:

- a) Sales and serving of all on-site consumable foods and beverages (alcoholic and non-alcoholic).
- b) Parking
- c) Sale of souvenirs, novelties, programs and other merchandise.

Food and beverage concession areas in exhibit halls must be accessible, open and operating during public shows unless prior approval to close them is granted by CLF.



All food and beverage services must be provided by Sportservice, the exclusive caterer and concessionaire of the facility. Food and beverage for consumption on the premises shall not be sold by any party except Sportservice or a vendor designated by CLF.

Alcohol service is subject to the approval of FGI management. All alcohol must be procured and served by Sportservice staff.

CLF must approve, in advance, all exhibitor or Licensee's requests for food or beverage sample products distributed from exhibitor booths or any other areas within the CLF. Sampling request forms are available for distribution. No selling of food or beverage is permitted.

The following will apply for sampling:

- a) Exhibitors who manufacture process or distribute food as their normal course of business and would like to distribute food samples may be allowed, provided their food samples are no larger than bite size (2 ounce), and the beverages are no larger than three (3) ounces.
- b) Exhibitors who do not manufacture process or distribute food as their normal course of business and would like to distribute food, must purchase their food samples from CLF food service contractor, at retail prices, and no restriction on the size will be applied.

18. SECURITY

CLF maintains twenty-four (24) hour security for the perimeter and select internal areas.

Licensee shall be responsible for complete security in all licensed areas of the Facility, including, without limitation, exhibit areas, meeting rooms, loading dock areas, emergency exits, and storage areas during each Event, and overnight coverage. Such services will be provided by FGI or its designee and will be charged to Licensee at the prevailing rate. All security arrangements are subject to approval by FGI or its designee.

19. FACILITY ACCESS

CLF shall have available to it at all times total and complete access to all portions of the Facility including the licensed areas.

Facility points of entry cannot be left open without FGI staff to monitor access. This includes but is not limited to Facility doors and security gates on the North and South end of the Access Road.

If security locks are required, room locks will be recored at an additional charge. There will be a \$100 per key fee assessed for any keys not returned within 5 days of contract end.

20. COMMON AREAS

The park areas, plaza, lobbies, all facility entrances and exits are considered common areas and not under Licensee control. All activities utilizing common areas are subject to prior written approval by CLF, and must take into consideration the requirements of all Licensees using the facility. Any use of common areas must be requested in writing and accompanied by detailed floor plans with specifications.



SUPPORT PERSONNEL, EQUIPMENT AND SERVICES

CLF shall provide all personnel services in support of the Licensee's activities, including but not limited to badge checkers, ticket sellers and takers, coat check, transportation attendants, entry attendants, and ushers.

Final determination of the number of personnel and the hours worked by the various categories shall be at the discretion of CLF, after consultation with the Licensee. Licensee shall pay for all event personnel at the then prevailing rates. Such arrangements shall be coordinated and approved by CLF at least thirty (30) days before the beginning of the term of the License Agreement.

21. HOUSEKEEPING

All janitorial and cleaning service beginning with the opening day of move-in, during event days, and through the final day of move-out shall be provided by CLF staff and shall be charged at the then prevailing rate. Please review special requests or requirements in advance with your Event Manager so that any associated costs can be determined.

Recycling is part of CLF's operating philosophy and as such we recycle paper, cardboard, plastic, Styrofoam and more.

FGI will provide trash disposal receptacles for trash, debris and general packing material. Costs to remove debris or trash shall be charged to Licensee at the prevailing rate. Non-hazardous fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in a manner prescribed by FGI. Licensee is responsible for arranging removal of bulk trash, crates, pallets, packing material and any other excessive trash. Licensee is responsible for any unusual amount of dirt, debris, oil or grease. Requests for special housekeeping services will be provided at an additional fee to Licensee.

HAZARDOUS MATERIALS – Any hazardous material brought into the Facility by Licensee, its vendors, or business affiliates must be accompanied by a Material Safety Data Sheet (MSDS) and disposed of following Washington state guidelines.

Licensee is responsible to instruct and ensure that decorators, contractors, subcontractors, exhibitors, and any vendors associated with the event clean up after themselves and maintain a safe working environment.

Exhibitors with displays having damp garbage or similar debris are required to place this refuse in disposable containers. These containers are the responsibility of the Licensee.

22. SERVICE COMPANIES

Licensee shall submit to CLF, in writing, sixty (60) days in advance of the first move-in date a list of contractors and subcontractors engaged to provide services for the event, including service companies exhibitor service providers. The Licensee shall be responsible for said companies to be properly licensed and insured prior to entering CLF. Licensee shall provide CLF a copy of business license and certificate of liability insurance in the amount of two million (\$2,000,000) dollars for all service companies at least thirty (30) days in advance of Licensee's move-in date.



23. DEFAACEMENT OF PROPERTY, SIGNS AND POSTERS

Licensee shall accept the premises in the condition they find them and shall return the premises in the same condition at the conclusion of the period of the License Agreement. No alterations or changes shall be made without the prior written approval of the Director of Sales and Marketing or Event Manager. Alterations in this policy include, but are not limited to, movement of interior elements, movement of equipment, or relocation of furnishings.

Licensee shall not mark or deface CLF and will not drive, or install any nails, hooks, tacks, or screws into any part of the facility.

Licensee cannot cover any code required or Life Safety signs or lights.

Only approved tape and adhesive backed materials (non-residue, easily removable) are permitted for use on floor surfaces. Use of tape on any Facility wall surface, glass or equipment is prohibited. Adhesive backed decals and stickers may not be affixed to any surfaces within the Facility nor distributed to personnel or attendees.

Licensee is responsible for the removal of all approved tape and adhesive backed materials. Any resulting residue on and/or damage to Facility surfaces and equipment following the License Agreement will be the responsibility of Licensee. Any costs incurred by CLF staff working to remove any such materials and residue or make repairs will be the responsibility of Licensee.

Licensee is responsible to instruct and ensure that decorators, contractors, subcontractors, and exhibitors follow these same guidelines and will be held responsible for damages or additional housekeeping costs incurred by the actions of their contractors, subcontractors, employees, or patrons. Any type of damage to any CLF property or equipment is to be reported immediately to CLF Security Command office.

24. BALLOONS and STICKERS

Helium or lighter-than-air balloons and stickers may not be given out in the facility. Helium balloons for decorative purposes are allowed only with prior written approval of FGI. Costs incurred for the removal of any balloons or stickers and/or repairing any damages after the event will be charged to the Licensee.

25. TICKET AND ACCOUNT CONTROL

Box Office Hours 10 pm – 5 pm Monday – Friday
 10 am – 2 pm Saturday
 Closed Sunday except June/July/August - open 10 am – 2:30 pm

All tickets sold to the public, exhibitors, and participants are subject to the specifications detailed in the License agreement. The CLF has an exclusive agreement with Ticketmaster to provide all computerized, Internet and automated ticketing services. Any promotions or sales outside of the License agreement parameters must have prior CLF written approval.



All CLF Box Office activities including but not limited to sales, window locations, promotions, handouts, and will call must be finalized with the CLF Box Office Manager thirty (30) days prior to the show. Approved handouts are to be provided no less than five (5) business days prior to the start of ticket sales.

Licensee is responsible for paying any and all sales, use, excise and any other taxes and any ticket taxes or user fees required by any governmental authority and shall obtain at its own expense all permits and licenses required by law in connection with its use of the Facility.

PARKING

Security and traffic control guards are authorized to control all traffic patterns and movement of events. All contractors, subcontractors, exhibitors, and show personnel are to follow the directions of traffic and security personnel.

All parking is subject to the location and specifications detailed in the License Agreement. Any promotions or sales outside of the License Agreement parameters must receive prior CLF written approval.

Only vehicles with proper identification provided by Licensee and approved by CLF are authorized to enter the facility for loading and unloading purposes only. Vehicles inside the facility must be shut off and the transmission must be in the "park" position. Once unloaded, the vehicle **must be removed** from inside the facility and may not remain parked on the show floor. This includes all vehicles belonging to Licensee personnel, contractors and subcontractors.

Any vehicle parked in an unauthorized area will be subject to ticketing or towed at Owner's expense.

Licensee is responsible for staging areas contracted in the North Lot and must properly staff and monitor this space. No overnight parking is allowed outside of the staging area and any vehicles placed outside of the contracted area or left overnight will be subject to the prevailing parking rate. If contracted area is not being used in full, CLF will work with Licensee to reconfigure space.

Parking availability, guidelines and rates are subject to change with the ongoing development of the North Lot,

26. PERMITS, LICENSES, AND TAXES

The Licensee shall be required to comply with, and acquire any and all applicable federal, state and/or municipal permits or licenses for doing business with the State of Washington and the municipality of Seattle.

27. ADVERTISING & SIGNAGE

All advertising for events at which an admission is charged must state the total admission price. Licensee shall not advertise any event unless, and until, contracts between all parties have been fully executed.



All advertising and promotional materials are subject to FGI review and approval **prior to public distribution**. Licensee shall use the appropriate name "CenturyLink Field", "CenturyLink Field Event Center" or "WaMu Theater" depending upon which portion of the Facility is being referenced in any print, radio, television, electronic media, and all other forms of advertising or promotional messaging, materials, tickets, directions, etc.

All advertising by Licensee will comply with the Americans with Disabilities Act ("ADA").

All signage is subject to the parameters detailed in the License Agreement. Any signage for use inside or anywhere on the exterior of the Facility is subject to FGI review and approval.

28. NO SMOKING

In accordance with Washington State law, there is no smoking permitted within twenty-five (25) feet of an entrance or air intake. All areas of CLF are non-smoking facilities.

29. OUTSIDE EXHIBITS

Under no circumstances shall Licensee place exhibits outside of the Facility or in any parking area, unless the area has been contracted for use as an exhibit space.

30. GRATUITIES

CLF policy strictly prohibits any staff from accepting gifts, gratuities, loans, favors or any other items of monetary value from parties doing business within the facilities.



Frequently Asked Questions

Q. How do I determine which entrance to use?

A. Entrances vary depending on the location of your event. Generally, if your event is in one of the Club Lounges, your attendees will park in the North Lot and enter through either the NE or NW VIP Lobbies. If your event is in the Root Sports Lounge, your attendees will generally park on the fifth floor of the CenturyLink Field Event Center Garage. Please check with your Event Manager to determine the best location for your guests before producing any materials.

Q. Where should I instruct my guests to park?

A. There are two parking locations connected to the Facility. Your Event Manager can provide the best recommendation based on your attendance, and any local traffic and event activities. Parking will be charged the daily rate unless otherwise noted in your contract. Please confirm the daily rate with your Event Manager as it is subject to change based on activities within the facility and in the surrounding area.

Q. Can my guests go on the field and sit in the stands?

A. In order to keep the field in top shape for our Seahawks and Sounders FC players, we do not generally allow access to the field or the stands for individual events. Field usage is extremely limited and additional costs for use include but are not limited to rental, field protection, lighting, staffing and security.

Q. Can I use the CenturyLink Field, CenturyLink Field Event Center, WaMu Theater, Seattle Seahawks, or the Seattle Sounders FC logo on my invitations, promotional materials, and/or web site?

A. In most cases permission is given only for use of the CenturyLink Field Event Center mark in your materials. Please submit your request via email to Monica Alfieri at MonicaA@SeahawksSoundersFC.com. We do require that all logo standards be followed and that all materials are subject to our review and approval prior to production.

The Seahawks logo and the Sounders FC logo are not available for use in individual event promotion unless permission is granted by the respective organization.

Q. Can I bring outside food and beverage?

A. No. All food & beverage must be provided by Sportservice.

Q. Is sampling allowed?

A. Sampling is allowed with prior written approval and certificates of insurance submitted. Food items sampled must be bite size and cannot exceed 2 oz, and beverages cannot exceed 3 oz. Sampling Request Forms can be provided and must be submitted for approval thirty (30) days prior to the event.