



SEATTLE CENTER CAMPUS RULES

Street Performer and Campus Rules Upheld In Court

Rules to Be Reinstated Effective April 7, 2008

In May 2005, United States District Court Judge James L. Robart declared sections of the Campus and Street Performer rules unconstitutional. Seattle Center appealed Judge Robart's decision to the Ninth Circuit Court of Appeals.

While the appeal was pending, Seattle Center did not enforce the rules that were being challenged in the litigation. Those rules were:

- 1) The street performer permit requirement and the \$5 annual permit fee (Rules F.1 and F.2);
- 2) The sixteen locations designated for street performances (Rule F.5);
- 3) The prohibition against street performers actively soliciting contributions. Passive solicitation (with, for example, a sign) is permitted. (Rule F.3); and,
- 4) The prohibition against all speech activities within thirty feet of a captive audience (Rule G.4).

On January 9, 2008, the Ninth Circuit ruled in favor of Seattle Center and upheld the constitutionality of all the rules described above. In order to reduce problems the rules were designed to alleviate, Seattle Center has decided to reinstate the rules described above effective April 7, 2008.

Seattle Center is also considering minor amendments to the rules, including expressly incorporating into the permit rule Seattle Center's practice that the street performer permit requirement applies only to performances that are aimed at gathering an audience.

Anyone who wishes to obtain a street performer permit should complete an application at the Seattle Center, Emergency Services Unit, 321 Mercer Avenue (McCaw Hall Stage Door), Seattle, WA, 98109. Applications are accepted between 10:00 A.M. and 1:00 P.M., Monday through Friday (except for City recognized holidays). Street performer permits are issued after submittal and review of a complete and accurate application. The permit is valid for one year and costs \$5.

Seattle Center Vision Statement

We are the nation's best gathering place. Supported by the people of Seattle, we are home to the finest cultural and educational organizations, sports teams, festivals,

community programs and entertainment facilities. We exist to delight and inspire the human spirit in each person and bring us together as a rich and varied community.

A: General Provisions

Seattle Center is a department of the City of Seattle. It is a beautiful 74-acre landscaped campus that includes theaters, arenas, museums, and other public facilities. Its roots reach back more than 100 years as a site of Native American celebrations. Seattle Center is a reflection of the Northwest itself: the cultural diversity; the commitment to the arts, to the environment, and to education; and the love of sports and quality entertainment. With over 10 million visitors a year, it is the fourth largest visitor destination in the United States.

B: Purpose

These rules are intended to help provide for the safe enjoyment of all that Seattle Center has to offer. Prohibited and inappropriate behavior on the Seattle Center Campus diminishes these precious assets and deprives citizens of the full use and enjoyment of the natural beauty, recreational opportunities and peaceful repose that the Seattle Center campus provides in the center of an urban setting.

All persons on the Seattle Center campus shall be governed by these rules and regulations and by order and instructions of the Seattle Center Director relative to the use or occupation of any part of the Seattle Center grounds or buildings and shall comply with written or oral instructions issued by the Director, Seattle Center employees, Seattle Center authorized agents, or Seattle Police to enforce these regulations.

C: Definitions

Unless clearly inconsistent with the context in which used, the following definitions apply:

1. **“Adequate leash”** means a leash of six (6) feet in length or shorter.

2. **“Buildings”** means all enclosed or sheltered areas on the campus, including inside buildings, under covered walkways and under building overhangs.
3. **“Camp”** means to erect a tent or other shelter, or to use sleeping equipment, such as sleeping bags, blankets, cardboard, tarps or similar coverings for the purpose of sleeping.
4. **“Campus”** means all grounds and all buildings, including gardens, lawns, open spaces, fountains, streets, roads, pathways, parking lots, garages, plazas, and sculptures that comprise the areas under the control of Director of Seattle Center, as shown on Exhibit ‘A’ attached.
5. **“Captive Audience”** means any person or group of persons: 1) waiting in line to obtain tickets or food or other goods or services, or to attend any Seattle Center event; 2) attending or being in an audience at any Seattle Center event; or 3) seated in any seating location where foods or beverages are consumed.
6. **“Commercial Activity”** means any business activity, profession, trade or occupation requiring a City of Seattle Business License; any activity that is taxable under the City of Seattle’s Business and Occupation tax; any activity engaged in with the object of financial gain, benefit or advantage, directly or indirectly, or any activity, including commercial speech, that proposes or offers an exchange of valuable consideration for goods or services at the time of the proposal or in the future, for consummation on or off campus. Commercial Activities include but are not limited to vending, food concessions, advertising, promotion, filming, exhibits, commercial photography, placement of telecommunication relay devices or fiber optic devices, airspace use, sub soil rights, and giving away products such as, but not limited to, food, gum, and medicines.
7. **“Commercial Speech”** means any speech relating to commercial activities.
8. **“Director”** means the Seattle Center Director or his or her designee.
9. **“Exclusion Notice”** means that the recipient is no longer invited, licensed, permitted or otherwise privileged to remain on the premises of the campus from which he or she was ordered to leave. The Exclusion Notice shall be in writing and shall contain the date of issuance. The Exclusion Notice shall specify the

length and places of exclusion. The issuing individual shall sign it. Warning of the consequences for failure to comply shall be prominently displayed on the notice.

10. **“Grounds”** means all outdoor areas of the campus.
11. **“License”** means a negotiated written agreement with Seattle Center, which authorizes a person or entity to engage in a specific use, or activity on a portion or all of the Seattle Center campus.
12. **“Political Speech”** means verbal or written communication intended to convey a non-commercial political, religious, and philosophical or other similar message to the public, and includes distributing literature, seeking petition signatures, picketing, demonstrating, or carrying signs.
13. **“Seattle Center Campus Rules”** means these rules or other rules so entitled and promulgated by the Director.
14. **“Speech Activities”** includes both political speech and commercial speech. Speech activities does not include activity conducted by City employees or licensed concessionaires.
15. **“Street Performer”** means a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment, and whose performance is not an official part of an event sponsored by the Seattle Center or by a Seattle Center licensee.
16. **“Street Performer Permit”** means a written authorization issued by Seattle Center pursuant to these or other applicable rules to an individual to engage, consistent with these rules and with all applicable laws, in street performances at designated locations on the Seattle Center campus.
17. **“Violation”** means an act or omission or combination thereof that is contrary to any campus rule or any civil or criminal provision of the Revised Code of Washington, the Seattle Municipal Code, or other applicable law.
18. **“Weapon”** means any firearm or any instrument designed or intended to propel a missile of any kind, or any knife having a blade of three inches or more, or any straight-edge razor, spring stick, metal knuckles, blackjack, bat, club or other bludgeon-type instrument, or any flailing instrument consisting of two or more

rigid parts connected in such a manner as to allow them to swing freely, such as nun chahkas, nunchakus or shurikens, or chains, or whips, or stars, or darts, or stun gun, or taser, or any disc having at least two points or pointed blades which is designed to be thrown or propelled.

19. **“Weapon violation”** means possession or use of a weapon in violation of Chapter 9.41 of the Revised Code of Washington, Chapter 12A.14 of the Seattle Municipal Code or other applicable statute or ordinance.

D: Director’s Authority – Rulemaking – Enforcement

The Director shall have the power to enforce these rules. The Director may, in accordance with SMC 17.04.040 of the Administrative Code, adopt, amend and rescind rules in order to manage and control the campus.

E: Licenses

The following activities require a license. Engaging in any activity requiring a license without a valid license is a violation of these rules. Licenses shall not be required for participants in Seattle Center produced or financially sponsored programs, or for activities conducted under a lease or other contract with Seattle Center.

1. Conducting any Commercial Activity on the grounds or in any buildings.
2. Other activities that constitute an exercise of dominion or control over a portion of the Seattle Center campus, thereby limiting the general public’s ability to use that area of the campus.
3. Use of the Seattle Center name or logo or any of the Seattle Center’s images, exclusive representations, copyrighted or proprietary material, for commercial purposes.
4. Posting any signs, posters, banners, notices, or A frames; placing or erecting any structure or obstruction of any kind within the campus, whether temporary or permanent.
5. Making any improvement to or on the campus or construction of a public work, or placement of visual art.

6. Using any outdoor electrical power outlet or indoor electrical power outlet for use outside; or laying cables or extending wires on the campus.
7. Festivals, programs and other events.
8. Use and/or occupancy of all or a portion of any facility, room or part or all of the campus; and constituting the exclusive use therefore.
9. The Use of sound or voice amplification equipment on the campus.
10. The placement of tables, stands, or other structures on the campus.
11. Storage of placards, boxes or supplies on the campus.
12. Posting of signs, posters, literature, notices or similar on the campus.
13. The use of any flammable liquids.

a. Terms and conditions of Licenses

The Director may condition a License or impose such terms and conditions as appropriate to protect the health, safety and welfare of the public and/or the campus; to protect property; to avoid or limit unnecessary interference with other uses or users of the campus; to minimize disturbance of the surrounding neighborhood; and to require the user to leave the area under License in a condition after the activity or event as it was beforehand. For this purpose, the Director may require the user to furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage to a member of the public as a result of the event or activity and/or make a reasonable security and damage deposit, or provide a bond. The Director shall have full discretion as to the terms of the License, and shall have the authority to immediately suspend or terminate such without prior notice upon violation of applicable law, a Seattle Center Campus Rule, or any term or condition of the license.

The Director has the authority to suspend a License during activities or events that have been granted exclusive use rights to the campus or any portion of the campus. Exclusive use activities and events can include festivals, Seattle Center

programming, Seattle Center sponsored or co-sponsored events, or exclusive licensed activities.

All Licenses shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice or, if the License so states, upon shorter notice.

b. License Fees

The Director is authorized to charge fees for licensed activities. Fees can be based solely upon or in combination with a percentage of gross sales, a one-time flat fee, a fee per each instance the licensed activity is exercised, the recovery of Seattle Center costs associated with the License issuance and authorized activities. Issuance of a License shall also be subject to payment of fees, taxes or charges as required by ordinance or authorized by resolution of the Seattle City Council, or pursuant to King County or State of Washington requirements, or all applicable laws.

c. Refund of deposits and fees

The Director is authorized to refund fees, on a prorated basis, upon cancellation of a License and to return all or any portion of any security and damage deposit when no longer needed or after costs that may be charged against the License have been paid.

F: Street Performers

The following rules govern performances by individual Street Performers on Seattle Center campus including, but not limited to, musicians, mimes, jugglers and balloon artists:

1. Individual Street Performer Permit Application Process

Applications shall be made in writing upon a form prescribed by the Director that may require all information reasonably necessary to identify the applicant and to

allow assignment of designated locations for performances on the Seattle Center campus.

A Street Performer Permit is issued upon Director's satisfaction that the information set forth in the application is true, the applicant has executed a statement stating that he or she will comply with applicable law and all provisions of the Seattle Center rules, and has paid the applicable application fee. The Permit shall be subject to suspension or revocation for material change in the matters set forth in the application, for violation of any Seattle Center rule or regulation, or for violation of any applicable law. A reasonable application fee, related to administrative costs, may be charged.

Permits, when issued, shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance. An applicant must be 18 years of age or older to obtain a Permit. Applicants under the age of 18 must have a parent or guardian who is 18 years of age or older co-sign their application.

2. Terms and Conditions of Permits

The Director may condition the Street Performer Permit or impose such terms and conditions as appropriate to protect the health, safety and welfare of the public and/or the campus; to protect property; to avoid or limit unnecessary interference with other uses or users of the campus; to minimize disturbance of the surrounding neighborhood; and to require the user to leave the area under Permit in the same condition after the activity or event as it was beforehand. For this purpose, the Director may require the user to: furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage to a member of the public as a result of the event or activity; make a reasonable security and damage deposit; or provide a

bond. The Director shall have full discretion as to the term of the Permit, and shall have the authority to immediately suspend or revoke such without prior notice upon violation of applicable law, a Seattle Center rule, including these Seattle Center Campus Rules, or any term or condition of the Permit.

All Permits shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice or, if the Permit so states, upon shorter notice.

All Street Performer Permits shall be issued only to individuals who have satisfied the requirements of the Permit application process. Street Performer Permits will not be issued to organizations, groups of people, companies or bands, and are non-transferable.

Permits shall be valid for a calendar year in which the Permit is issued unless suspended or revoked by the Director as provided herein. A performer shall be entitled to only one Permit, which shall not be transferable.

The Director shall have the authority to immediately suspend a Permit during activities or events that have been granted exclusive use rights to the campus or any portion of the campus. Exclusive use activities and events can include festivals, Seattle Center programming, Seattle Center sponsored or co-sponsored events, or exclusive Licensed activities.

3. Donations and Volume

a. Passive Solicitation of Donations Only

Donations for performances may be accepted passively in an instrument case or other receptacle provided for that purpose by the performer. The receptacle may include a written sign that informs the public that such donations are sought. No performer shall actively solicit donations, for example by live or recorded word of mouth, gesture, mechanical devices, or second parties.

- b. Performers shall immediately comply with requests of the Director to moderate the volume of their performance to a level appropriate to the surroundings.

4. **Performance Times**

Performers may perform on the Seattle Center campus only between the hours of 11:00 a.m. and 10:00 p.m. unless specifically authorized otherwise by the Director.

Specific performance times will not be assigned to a performer by the Center. Performance locations are available on a first come first served basis and performers must be present in person to establish himself or herself at a location. If the performer abandons the location, for any reason, the location may be utilized by another performer. Locations may not be “saved” or “reserved”. Performers are expected to comply with these rules as a condition of their Permit.

A performer may be required to end a performance at any time if, in the estimation of the Director, a continuing performance violates these rules and regulations or constitutes a hazard to public safety (for example due to crowding, non-compliance of the Fire Code or blocking of access so as to hinder or obstruct pedestrians or vehicles).

It is the Center’s intent that these rules be self-enforcing and that musicians police each other to achieve compliance and that musicians respect the requests of residents, visitors, and other users of the Campus.

5. Performance Locations

Performers may perform only at designated locations on the Seattle Center grounds, as specified in the permit application. A colored stencil will mark all performance locations with a number inside, unless otherwise noted below, designating the maximum number of performers whom may perform at that location. The maximum number of individual performers in any location is limited to the corresponding number stenciled within the location circle, as described in the permit application unless expressly authorized by the Director. The Director may relocate performers or require a reduction in the number of performers if, in the determination of the Director, the performance: significantly interferes with verbal communication at the nearest event or place of business; interferes with vehicular movement; aggravates foot traffic congestion in common areas at or near a performance location; or otherwise interferes with the public's ability to use the Center or facilities. Most locations will be designated as "Quiet" performance locations; percussion and brass instruments will be prohibited at these locations. Amplification is prohibited at all locations.

Upon special written request by a performer, the Director may approve an increase above the number of people designated at a specific location. Such approval may be granted under special conditions that place specific limits on the time(s) of performances and/or location of performances by extraordinary group sizes or other considerations. Performers operating under such special conditions must have the Director's written authorization on their person when performing.

A map of the performance locations will be provided with the permit application.

6. Prohibition on Commercial Activity under Street Performer Permit

Use of a street performer location for Commercial Activity is expressly prohibited. Commercial vending of products is not considered a "performance" and, as such, vendors do not qualify as "performers" under these rules and regulations.

Performers may receive donations. However, performers are prohibited from active solicitation of donations and from active sale of any product, including products associated with the performance.

7. Standards of Conduct

- a. No performer shall treat any person or animal in a manner that is aggressive, menacing, vulgar, profane or abusive.
- b. Children are permitted to accompany performers as long as they do not create a nuisance or disturbance to others, or otherwise interfere with the public's ability to use the Center or its facilities.
- c. Trading, selling, or transferring performer Permits is prohibited and may result in the immediate revocation of a permit.
- d. Drinking of alcoholic beverages or use of any controlled substance, or performing while intoxicated or under the influence of any controlled substance is prohibited.

8. Sale of Recordings

Active selling of recordings or other products is prohibited. Performers may receive donations. However, performers are prohibited from active solicitation of donations and from active sale of any product, including products associated with the performance. Performers may passively make recordings available for a suggested donation.

G: Speech Activities

1. Speech Activities on the Grounds Which Require No License

The following speech activities are allowed on the **grounds, but not in buildings**, and require no license or advance notice to Seattle Center:

a. Leafleting and gathering signatures.

No permit is required to distribute leaflets or gather signatures on the Grounds so long as no table or other structure is placed on the Grounds. Leafleting and signature gathering within (30) feet of a captive audience or building entrance is prohibited. Leafleting and signature gathering are also prohibited inside Seattle Center buildings, except as otherwise provided in a license or other agreement.

b. Carrying Signs

The carrying of signs or placards is allowed on the grounds so long as it is done in a manner consistent with these rules and all applicable laws.

2. Speech Activities on the Grounds which require a License.

- a.** Gatherings, Demonstrations and Meetings - A gathering on the grounds that is reasonably anticipated to exceed one hundred (100) people requires prior notice to Seattle Center and a license. The Center will attempt to find an appropriate location on the grounds, based on the size of the anticipated gathering.
- b.** The use of sound or voice amplifying apparatus in a building or on the grounds is prohibited without a Seattle Center License.
- c.** Tables, stands, or other structures shall not be used or placed upon the Seattle Center Grounds or within any building without a license.
- d.** There shall be no storage of signs, placards, boxes, or supplies on the Grounds or within any building without a license.
- e.** There shall be no posting of signs, literature, notices, stickers or the like on the Seattle Center Campus without a Seattle Center License.

3. The following activities are prohibited in Seattle Center buildings unless expressly authorized by the Director in a license, lease, or other agreement:

Performing, picketing, demonstrating, displaying signs, leafleting, gathering signatures, or actively soliciting donations.

4. **Speech Activities Generally - Locations**

Unless conducted pursuant to a Seattle Center License or other agreement speech activities are prohibited: in those portions of the Seattle Center not open to the general public for common use; within thirty (30) feet of any captive audience; or within thirty (30) feet of any building entrance; or within thirty (30) feet of any person engaged in any scheduled event that is sponsored or co-sponsored by Seattle Center. No person shall engage in speech activities in such a way as to interfere with or hinder pedestrian or vehicular traffic flows.

5. **Applicability of Speech Rules to Major Events**

- a. **Gated Events and Rooms or Buildings Reserved for Exclusive Use:** Inside the reserved or gated areas, whether grounds, buildings, or both, the Event organizers may control speech activities, both commercial and political, and all commercial activities. Individuals who wish to engage in commercial activities, or commercial or speech activities inside the gated areas should contact the event organizers for permission.
- b. **Ungated Events:** The Event organizers may, under the terms of the applicable event agreement, control commercial activities and commercial speech inside the event area. However, these rules regarding political speech activities apply both outside and inside the event area.

H: Property Regulations

No-Trespassing Areas – Removal or Destruction of Property – Structure or Obstructions

1. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to enter or go upon any area which has been designated and posted by the Director as “no admittance” “no trespassing”, “not open to the public”, or other similarly designated area.

2. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to remove, destroy, damage, mutilate or deface any structure, lawn, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, shrub, tree, geological formation, plant, flower, lighting system, sprinkling system, gate, barricade or lock or other property lawfully on the campus, or to remove sand, soil, plant materials, or sod on the campus.
3. It is prohibited for any person other than a duly authorized employee or agent of the Seattle Center to place or erect on the campus a structure or obstruction of any kind without a License from the Director.
4. The Seattle Center Campus is officially open from 7:00 A.M. to Midnight daily. (by Ordinance 92792)

I: Prohibited Acts

1. **Animals on campus are prohibited.**
 - a. **Exceptions:**
 1. American with Disabilities Act (ADA) service animals, defined as an animal that is individually trained to assist an individual with a disability.
 2. Animals on adequate leashes and under the control of an individual physically able to restrain the animal.
 3. Horses or dogs used by public law enforcement agencies and under the control of a law enforcement officer.
 4. Animals that are part of a Seattle Center licensed or sponsored activity.
 - b. **Adequate leash required.** Any person with an animal in his or her possession must keep the animal on an adequate leash while on campus and shall be responsible and liable for the conduct of the animal, shall carry equipment for removing feces, and shall place feces deposited by such animal in an appropriate receptacle.

- c. **Major events.** For the safety of both patrons and animals, the Director may prohibit all animals, except ADA service animals from campus during high traffic events such as, but not restricted to, festivals.

2. Animals prohibited in buildings and designated areas

It is prohibited for anyone except those individuals with ADA service animals, public law enforcement officers, authorized City employees in the performance of their duties, or Seattle Center authorized licensees to bring any animal into any Seattle Center building or other areas designated by the Director and so posted, or to allow or permit any animal under his control to enter such facilities.

3. Weapons

It is prohibited to:

- a. Sell, manufacture, purchase, possess or carry any blackjack, sand-club, metal knuckles, switchblade knife, chako sticks, or throwing stars; or
- b. Carry concealed or unconcealed on his or her person any dangerous knife unless used as a tool for work by Seattle Center employees or their authorized agents, or carry concealed on his or her person any weapon. Seattle Center employees are subject to the Seattle Center Employees Firearm Policy.
- c. Possess a firearm on the campus, except that such restriction shall not apply to any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060.

4. Contraband in Seattle Center facilities

The following items are prohibited on the Seattle Center campus: illegal drugs, weapons, explosive devices, spray paint, lasers.

The Director may, by posting notice, prohibit the following items from being brought into a Seattle Center building or to a particular event: alcoholic beverages, cameras, recording devices, bundles, packages, coats, blankets, shawls not being worn, umbrellas, mace, pepper spray, and containers or cases

(as defined as, but not limited to, pocketbooks, purses, bags, ice chests, backpacks, cans, bottles, or binocular cases).

5. Urinating or defecating prohibited except in restrooms.

Urinating or defecating on the campus, except in facilities specifically provided for the purpose, is prohibited.

6. Stickers.

It is prohibited to distribute stickers on the Seattle Center campus without the expressed authorization of the Director. It is prohibited to adhere stickers to any building, structure, or other surface on the Seattle Center campus.

7. Wheeled devices.

The use on the campus of all wheeled devices, such as bicycles, skateboards, rollarskates, inline skates, and scooters, is prohibited, except for:

- a. wheeled equipment used by disabled individuals to be ambulatory,
- b. children's strollers, or
- c. wheeled devices such as bikes, skateboards, rollarskates, inline skates, scooters, may be used only for transportation across the campus.
- d. other uses expressly authorized by the Director.

Operation of any wheeled device in a dangerous manner or in a manner that could damage property is prohibited.

8. No Wheeled Equipment in the International Fountain.

With the exception of wheeled equipment used in order to be ambulatory and strollers, all wheeled devices are prohibited from entering the International Fountain.

9. Vehicular access.

Vehicular access onto the Seattle Center campus is prohibited.

a. Exceptions:

1. In designated parking areas
2. Authorized by a unload/load pass
3. Supply deliveries to organizations and businesses on campus shall be authorized to access the campus between the hours of 7:00 a.m. and 11:00 a.m. Monday through Friday and between 9:00 a.m. and 11 a.m. Saturday and Sunday.
4. Otherwise specifically authorized by the Director

b. Use of driveways and boulevards – Speed limit.

It is prohibited to ride, or drive any vehicle over or through the campus at a speed in excess of the posted speed limit, or in excess of ten (10) miles per hour where no speed limit is posted.

c. Areas closed to general vehicular access.

Except as authorized by the Director, it is prohibited to drive, operate or park a motor vehicle in an area which is designated as being closed to general vehicular traffic access, including all landscaped areas such as turf areas, shrub areas, decorative plazas; on any pedestrian walkway; and in all other areas not specifically authorized for vehicular traffic.

10. Liquor offenses

It is prohibited on the campus to consume, or to possess liquor, as defined in SMC Section 12A.24.010 C, or other applicable law, except as authorized by a Seattle Center License or other agreement and a Permit issued by the Washington State Liquor Control Board or its successor.

11. Littering – Trash

It is prohibited to throw or deposit any refuse or other material on the campus, except in designated receptacles. It is also prohibited for any person(s) to dig in, rummage in, in anyway disturb trash in any receptacle.

12. Smoking

Smoking is prohibited in all Seattle Center buildings.

13. Motorized models

It is prohibited to operate any motorized model aircraft; dirigible, vehicle or motorized model watercraft on the campus, unless expressly authorized by the Director.

14. Fires

It is prohibited to ignite or maintain any fire or to participate in igniting, maintaining or using any fire on any portion of Seattle Center Campus unless expressly authorized by the Director.

15. Camping

It is prohibited to camp on any portion of the Seattle Center Campus unless expressly authorized by the Director.

16. Violations of These Rules or of other Applicable Law.

A violation of these rules or of other applicable laws may, in addition to any applicable civil or criminal penalties, result in the revocation of a person's permission to remain on the Seattle Center campus.

J: Campus Exclusion

The Director or his or her designee may, by delivering an Exclusion Notice to the offender, exclude from the Seattle Center Campus for a period not to exceed five (5) days anyone who violates any provision of these rules or any other applicable Seattle Center rules; anyone who violates any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law.

- The individual need not be charged, tried, or convicted of any crime or infraction in order for an Exclusion Notice to be issued or effective. The Exclusion may be based upon activities observed by the Director or a Seattle Center employee, or

upon the sort of civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.

- Upon such Notice being given, the recipient shall no longer be invited, licensed or otherwise privileged to remain on the campus.

K: Trespass on Campus

Criminal Trespass on Campus shall include:

1. Any person who knowingly:

- a. Enters or remains on the campus without permission or from which he or she has been excluded during the period covered by an Exclusion Notice pursuant to these rules;
- b. Enters, remains in, or is otherwise present within the premises of the campus during hours within which the campus is not open to the public, or within an area not open to the public, unless the person is present within the campus to participate in an activity either conducted by the Seattle Center or conducted pursuant to the terms of a License or Permit issued by the Seattle Center.

L: Discrimination prohibited

1. It is the policy of the City of Seattle, in the exercise of its police powers for the protection of the public health, safety and general welfare, and for the maintenance of peace and good government, to assure equal opportunity for full enjoyment and use of Seattle Center facilities to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.
2. It is prohibited for any person occupying or using the campus for any event, activity or exhibition open to the public, whether or not under a License or Permit

and whether or not an admission or entrance fee is charged, to deny to any other person the full use and enjoyment of such event, activity, or exhibition because of race, creed, color, sex, marital status, sexual orientation, gender identity, political ideology, age, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.

APPROVED:



Robert Nellams

Director, Seattle Center

March 5, 2008

Date