

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 04-01

For the Purpose of Approving the Third Amendment to the Concessions and Catering Management Agreement between the Metropolitan Exposition Recreation Commission and ARAMARK/GIACOMETTI JOINT VENTURE.

WHEREAS, MERC and ARAMARK/GIACOMETTI JOINT VENTURE ("Concessionaire") are parties to a Concessions And Catering Management Agreement (hereinafter "Agreement"), dated June 16, 1999, and amended on December 19, 2001 by the First Amendment To Food And Beverage Management Services Agreement ("First Amendment"), and further amended on July 1, 2003 by the Second Amendment to the Concessions and Catering Management Agreement ("Second Amendment"); and

WHEREAS, the Agreement provides Concessionaire with certain exclusive concessions and catering rights for the sale of food and beverages in the Metro ERC Facilities including in the Convention Center, as defined in the Agreement; and

WHEREAS, prospective retail lessees would like the opportunity to sell retail food and beverages, both alcoholic and non-alcoholic, in the Convention Center;

WHEREAS, the parties have reached agreement to amend the exclusive rights granted to Concessionaire in the Agreement and to thereby allow for, accommodate and encourage retail leases to be entered into at the Convention Center;

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission approves the Third Amendment to the Concessions and Catering Management Agreement between the Metropolitan Exposition Recreation Commission and ARAMARK/GIACOMETTI JOINT VENTURE dated July 1, 1999, as amended, in a form substantially similar to the attached Exhibit "A," and authorizes the MERC General Manager to sign the amendment on behalf of the Commission.

Passed by the Commission on February 19, 2004.

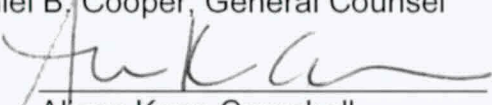


Chair



Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, General Counsel

By: 

Alison Kean Campbell
Senior Metro Attorney

**THIRD AMENDMENT TO THE
CONCESSIONS AND CATERING MANAGEMENT AGREEMENT**

This Third Amendment to the Concessions and Catering Management Agreement (hereinafter "Third Amendment") is entered into on this ___ day of _____, 2004 by the Metropolitan Exposition-Recreation Commission (hereinafter "MERC," "Metro ERC," or "Commission") and Aramark/Giacometti Joint Venture ("Concessionaire").

RECITALS

WHEREAS, MERC and Concessionaire are parties to a Concessions and Catering Management Agreement, dated June 16, 1999, and amended on December 19, 2001 by the First Amendment to Food and Beverage Management Services Agreement, and further amended on July 1, 2003 by the Second Amendment to the Concessions and Catering Management Agreement (as so amended, the "Agreement"); and

WHEREAS, the Agreement provides Concessionaire with certain exclusive concessions and catering rights for the sale of food and beverages in the Metro ERC Facilities including in the Convention Center, as defined in the Agreement; and

WHEREAS, the Convention Center's recent expansion has provided the space and opportunity to enter into retail leases and license in the Convention Center, and it is in both MERC's and the Concessionaire's interests that such retail leases and licenses be executed to increase patronage and usage of the Convention Center and its facilities;

WHEREAS, prospective retail lessees and licensees would like the opportunity to sell retail food and beverages, both alcoholic and non-alcoholic, at the Convention Center;

WHEREAS, MERC and Concessionaire would like to amend the Agreement to allow for, accommodate and encourage such retail leases and licenses in the Convention Center.

WHEREAS, MERC and Concessionaire wish to amend the Agreement to provide for the opportunity for MERC to enter into such retail leases and licenses in the Convention Center; and

NOW, THEREFORE, the parties agree as follows:

1. Effective Date.

The effective date of this Amendment is December 1, 2003.

2. Exclusive Concessions and Catering Rights.

Paragraph 5 of the Agreement entitled "Exclusive Concessions and Catering Rights" is hereby amended to add the following section:

H. The exclusive rights granted under this Agreement to the Concessionaire are not intended to be, and shall not be construed as preventing or prohibiting MERC or Metro from entering into retail leases or licenses with third parties at the Convention Center within the certain retail space at the Convention Center shown on the map attached Exhibit "A", attached hereto and made a part hereof (the "Retail Space"), as follows:

- 1) Retail leases and licenses which allow the retailer to sell, within the Retail Space, prepackaged (*i.e.*, prepared and packaged for off-premises consumption) Pacific Northwest-locally made gourmet foods such as candy, wines, nuts, mustards, jellies, smoked salmon, and similar products, and beverages (alcoholic and non-alcoholic). Notwithstanding the foregoing, however, additional food or beverage items shall not be permitted to be sold from the Retail Space, unless approved by or purchased through Concessionaire. Concessionaire agrees to provide said food and beverage items to retail lessees and licensees at a reduced rate below retail price, or pursuant to a subcontractor relationship if such relationship is also agreeable to the retail lessees/licensees and to MERC.

- 2) Retail leases and licenses which allow the retailer to conduct, sell, or provide unpackaged wine-tasting to be consumed on-premises, and packaged wine sales (by the bottle) to be consumed off-premise; provided, however, that no lessee or licensee of the Retail Space shall be permitted to engage in any activity or sell any product which may interfere with or impair Concessionaire's continuing to hold in good standing its alcoholic beverage permits for the Convention Center and to exercise fully the rights and privileges related thereto.

- 3) Retail leases and licenses which allow the retailer to sell items permitted pursuant to this Section in satellite or portable stands or locations, provided that such other stands and locations are not otherwise used by Concessionaire in accordance with the Agreement and do not interfere with Concessionaire's operations.

3. Remaining Terms.

All other terms and conditions of the Agreement and amendments thereto shall remain in full force and effect.

4. Entire Agreement.

The Agreement and this Third Amendment contain the complete and exclusive agreement between the parties, and are intended to be a final expression of their agreement. No promise, representation or covenant not included in the Agreement or this Third Amendment has been or is relied upon by any party. No modification or amendment of this document shall be in force or effect unless approved by the MERC Commission and the Concessionaire.

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

**ARAMARK/GIACOMETTI JOINT VENTURE
By: ARAMARK Sports and Entertainment
Services, Inc., a partner**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MERC Staff Report

Agenda Item/Issue: Approving the Third Amendment to the Concessions and Catering Management Agreement between the Metropolitan Exposition Recreation Commission and ARAMARK/GIACOMETTI JOINT VENTURE.

Resolution No.: 04-01

Presented By: Jeffrey A. Blosser

Date: February 19, 2004

Background and Analysis: OCC has leased space to two different entities that will be selling and sampling wine products. Given the current ARAMARK exclusivity clause for the selling of all beverages, an amendment to the ARAMARK/GIACOMETTI Concessions and Catering Management Agreement was needed to allow retail units to provide these services for wine sampling and sales. ARAMARK has approved the Third Amendment to the Agreement, attached to the resolution, for the retail units' operations.

Fiscal Impact: None

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission approves the Third Amendment to the Concessions and Catering Management Agreement between the Metropolitan Exposition Recreation Commission and ARAMARK/GIACOMETTI JOINT VENUTRE and that the Commission authorize the MERC General Manager to sign the Amendment on behalf of the Commission.