COPY

Lawrence, Kansas
June 3, 1940

Mr. H. G. Olsen,
Ohio State University,
Columbus, Ohio.

Dear Ole:

It looks as if the political situation may necessitate another change in the management of the auditorium in Kansas City. For that reason I received a tip that it might be well to sign up for some dates next year, so last Saturday, among my other connections, I made a trip to the Municipal Auditorium and signed a contract with Mr. Eugene C. Zachman, the manager and director, for dates of the week of March 16 to 22, and from March 23 to 30, 1941.

The auditorium is to receive $1.00, payment of which is hereby acknowledged by the lessor, plus twenty per cent of all gate receipts after deduction of federal and state texas.

Ole, I am wondering if you are in a position to state when the tournament will be and whether the set up will be the same as it was last year with the eastern, western and later the final play-off. You know, there was some discussion of having eight teams meet one week in the final tournament - say Wednesday and Thursday of one week, resting Friday, and playing Saturday night for the finals. This would not entail any more time away from school than by playing the eastern and western, and then having the finals the next week for the championship.

The contract that I have with the hall will protect us if you should make such a determination. There is a paragraph in the contract at the bottom, which states: "The lessee agrees to set the permanent dates for the tournament (which are to be a part of this contract) as speedily as possible and in any event before October 1, 1940. The lessee further agrees that in the event an opportunity to rent the Arena for any of the dates reserved arises before that time, he will set permanent dates on 10 days' written notice from the lessor."

I had this put off as late as October, 1940, so that we would then be in a definite position to know exactly what we wanted to do.

There is another item, Ole, that I think I should mention that is very important. I have talked to a good many coaches that were in the tournament, or who did not get in, and most of them state that there has never been a definite statement of policy from the N.C.A.A. Tournament Committee concerning what the teams are to get, if anything. Of course, the district chairman had been advised of certain things, and so have the members of the committee, but much of the advice that they received was erroneous; namely, that this fund would be earmarked for basketball. We found this to be incorrect. Further, there was only a guarantee of expenses for the easter, western, and final play-off, and nothing for the districts. Yet if the district tournament made any money the N.C.A.A. was to receive it. And then you know in our first year we guaranteed expenses for fifteen men, then cut it to twelve, and then raised it again to fifteen.

I appreciate these difficulties that we get into, but there is a danger that unless we set these things out and have them in printed form and send them to each member, marked personal, of the National Basketball Coaches Association so they could be fully informed, then there would be no excuse for fellows like Rupp, of Kentucky, pleading ignorance as to the real set-up. I only mention Rupp, but I can also mention Frosty Cox, Sam Barry, and many of the other boys saying, "We never received any information of what we are to get or anything of the kind." Henry Iba was the most outspoken of all. For two years he has been stating that he will stick by the N.C.A.A. tournaments if the N.C.A.A. Tournament Committee will come out with a definite statement as to their policy and intentions, together with their possible distribution of the earnings.

I do not believe that we can afford to ignore these things longer, and after our meeting, if we do have one in Minneapolis, I believe we should have a definite statement to present to the coaches early next fall so that when our tournaments come up they will have been advised, and it will not be possible for them to state they knew nothing of the set-up. If we leave all this detail to the chairmen of the districts or other members of the Tournament Committee then there is still a possibility that the various coaches who are members of the N.C.A.A., will not be fully appraised of all the situations.

Would it not be well to have these points ready to submit to the N.C.A.A. governing board and get their o.k. or their rejection upon these moot points so that we in turn could be protedted to the extent of saying that this is what they approved and t is is what they rejected. If you want to get into the tournament play-off under these conditions, well and good. If not, you have been so advised.

I trust that I have brought before you these important points and that you will augment these with any others that come to you. Won't you please write me your convictions, and also in what manner you expect to handle the play-offs next year?

I have not been advised whether I am to be on the Tournament Committee next year. But I have gone ahead with these details to protect the committee.

Very cordially yours,

Chairman, 5th District N.C.A.A.

N.C.A.A. Tournament All-Stars

First Team

Forward- Howard Engleman, Kansas (Captain)

Forward- Jay McCreary, Indiana

Center- Bill Menke, Indiana

Guard- Marvin Huffman, Indiana

Guard- Bob Allen, Kansas

Second Team

Forward- Paul Armstrong, Indiana

Forward- Don Ebling, Kansas

Center- Andy Zimmer, Indiana

Guard- Dick Harp, Kansas

Guard- Bruce Voran, Kansas

HAMLINE UNIVERSITY
SAINT PAUL, MINNESOTA

Copy

Mr. Everett Dean
Basketball Coach
Stanford University
Palo Alto, California

Dear Coach:

I was glad to receive your letter and have been waiting for the good or bad news with respect to the amount of guarantee which you can give us. We entered the National Intercollegiate Basketball tournament at Kansas City and advanced as far as the fourth round before being eliminated by the championship team. Two of the boys made the second All-Tournament team and will be back next winter.

We had the smallest team in the tournament, and everyone was pulling for us to win by the time Friday rolled around. We went down more for the trip, but we were fortunate in knocking off two schools who had been champions of their respective conferences, and then Thursday night defeated the defending champion 38-33. I was weak on reserves and the boys got pretty well exhausted by the time the fourth game had rolled around. In addition I had to return Wednesday night to officiate a district tournament at New Ulm so I couldn't be with my team the latter part of the week.

I have received favorable replies from Washington State College and from San Jose State College also the College of the Pacific, and I am hoping that we can put this trip across as it means a lot to me and to the college if it can be arranged.

Congratulations on your fine season, and with sincere regards to your family, I am,

Cordially yours,

Joe

J. W. Hutton
Director of Athletics

JWH:IB

P.S. Because of the expense of the Kansas City trip I do not think I will be able to make the coaches convention as much as I would like to. JWH

0056

CONTRACT AND LEASE

This Agreement, Made on the 9th day of February 19 40, by and between the City of KANSAS CITY, MISSOURI, a municipal corporation, through its Municipal Auditorium Board of Governors represented in the entering of this contract by the Municipal Auditorium Manager, hereinafter designated as the Lessor, party of the first part, and

Mr. Forrest C. Allen, Manager

agent or representive of

National Collegiate Athletic Association of the United States

party of the second part, hereinafter designated as lessee,

WITNESSETH:

That the party of the first part, the Lessor, Kansas City, Missouri, in consideration of the covenants and agreements herein contained, and of the faithful performance of the Lessee of all such covenants and agreements hereby grants unto said Lessee the right to use

Arena on March 22, 23, and 30, 1940

of and in the building in Kansas City, Missouri, known as the Municipal Auditorium, with such special arrangements as are here set forth

Customary basket ball set up

with only such additional space as may be designated by the Manager of the Municipal Auditorium, for the term of

commencing at . M. o'clock on the day of 19 , and terminating at M. o'clock on the day of , 19 ; said premises to be used by said Lessee for the following purposes and no other, viz:

Basket ball tournament

The Lessor further agrees:

1. To permit the Lessee, upon the faithful performance of the terms of this lease, peaceably and quietly to have, hold and enjoy the use of said premises for the purposes and for the term aforesaid, accidents and unavoidable delays excepted.

2. To furnish, at the Lessor's expense, reasonable heat for the said premises for the purposes aforesaid, accidents and unavoidable delays excepted.

3. To furnish, at the Lessor's expense, light for ordinary use only, for said premises, when and as required in the reasonable opinion of the Manager of said building, for the purposes aforesaid, accidents and unavoidable delays excepted.

4. To furnish water from the Kansas City Water Works by means of the regularly installed appliances for ordinary toilet and drinking purposes only, accidents and unavoidable delays excepted.

5. To furnish standard tickets, ticket sellers, ticket takers, and ushers.

The Lessee hereby covenants and agrees:

1. To pay to the said Lessor for its rights under this Lease and Agreement

$300 per day

Both the Lessor and the Lessee agree and understand that if a flat rate is to be paid for the rights of the Lessee under this contract and lease, then the Lessee is to pay all municipal, state and federal taxes upon the receipts taken in, which are required to be paid, whether in the nature of a sales tax, amusement tax, privilege tax or any other kind of a tax, and if the Lessee claims to be exempt from any such tax the Lessee shall in advance obtain in writing a statement acknowledging its exemption from the proper governmental branch and present such statement to the Manager of the auditorium in advance of the particular performance or occasion that the exemption relates to. Further, in the absence of such a presented exemption the party of the first part is hereby granted a lien upon all moneys received in its custody for any performance, exhibition or other public use and from such money shall be entitled to take therefrom such sum as is necessary to pay the tax or taxes owing. If the party of the second part is to pay a percentage of the receipts taken in on any performance, exhibition or other public use for its rights received under this contract and lease, then the party of the first part has a general lien over all such money taken in with the right to take from such money such sum as is necessary to pay said tax or taxes, and then from the remaining amount the parties hereto take their specified percentages. Further, the party of the first part has a lien over all box office receipts with the right to take therefrom the money owed it as rental under this contract and lease.

The party of the first part and the party of the second part agree that:

1. The party of the first part will not advertise any performance, exhibition, attraction or public display except with the specific permission of the Manager of the auditorium as to the means and manner of such advertising, and shall advertise only in such papers and by such means and in such a manner as the Auditorium Manager agrees to, and no billing, distributing or advertising of any kind whatsoever in the newspapers, or in any other form, paper, or manner shall be done by the Lessee without the actual and specific consent of the Auditorium Manager. A violation of this clause is agreed and understood to be against the essence of this contract, and shall be considered a violation of the whole contract, rendering it voidable at the option of the Lessor.

2. That said Lessee will comply with all rules and requirements of the Police Department and Fire Department and other municipal authorities of Kansas City, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on said premises during the term of this lease in violation of law.

3. That said Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven, nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein; that no bills, signs or other articles shall be pasted, nailed or otherwise attached to any part of the interior of said building in such manner as to injure, deface or destroy the same, nor shall any signs, bills or other articles be in any manner attached to the exterior walls of said premises or any other portion of said premises without the approval of the Manager of the auditorium.

4. That if said premises or any portion of said building during the term of this lease shall be damaged by the act, default or negligence of the Lessee, or of the Lessee's agents, employees, patrons guests or any person admitted to said premises by Lessee, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises by or with the consent of any person acting for or in behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient police force to maintain order and protect persons and property. The Lessor assumes no liability for injury of any nature to persons or property received in or about said building and premises and the Lessee covenants and agrees to make no claim against the Lessor for damages for such injuries, and agrees to indemnify and hold harmless the Lessor against any claim for damages of such character, either to the Lessee or to any employees of the Lessee or to other persons including patrons or guests of the Lessee.

5. That said Lessee shall not assign this lease nor suffer any use of the said premises other than that herein specified, nor let nor underlet the same, nor suffer any article to be brought into or act done on said premises which vitiate or increase the premiums on the policy or policies of insurance held by the Lessor on its building, of which said premises are a part.

6. That the Board of Governors of the Municipal Auditorium and the Municipal Auditorium Manager and anyone who shall present from them or him in writing a proper statement that that person is to be admitted, shall have at all times free access to said premises for the purpose of making necessary inspections or attend to any other matter which is usual and customary in the managing and regulating of said building. Further, that the Board of Governors of the Municipal Auditorium, through the Manager of the Municipal Auditorium, shall have the right to select from the entire list of boxes, four boxes, if the performance, exhibition or display is given in the arena of the Municipal Auditorium, and if given anywhere else in the Municipal Auditorium, then the Board of Governors of the Municipal Auditorium, through the Manager of the Auditorium, shall have the right to select from the entire list of available seats number of seats of his own choice, all said boxes and seats being provided to said Manager for each and every performance, exhibition or display given, without cost or other remuneration.

7. That the keys and other locking devices shall at all times be in the possession and control of the Lessor.

8. Said Lessee agrees to abide by and conform to all rules and regulations from time to time adopted by or prescribed by the Lessor, for the government and management of said building; to take the proper care of the demised premises during said term; to quit and surrender up said demised premises to the Lessor at the end of said term in the same condition as at the date of the commence-

ment of this contract and lease, ordinary use and wear thereof only excepted. The Lessee hereby acknowledges and recognizes that certain portions of the Municipal Auditorium and certain functions that are carried on therein operate under certain union regulations and on a union basis. The Lessee agrees that if his particular function, exhibition, display, or use, is of the type that comes within these union rules recognized by the Manager of the Municipal Auditorium, then the Lessee agrees to operate under them and abide by them.

9. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or its representatives may re-enter the same either by force or otherwise without being liable for any prosecution therefor, and may at its own option relet the said premises as the agent of said Lessee and receive the rent therefor, applying the same, first, to payment of such expenses as may be incurred in re-entering and reletting said premises, and then to the payment of the rent due under this contract and lease; the surplus, if any, to be paid over to the Lessee, and said Lessee covenants and agrees hereby to pay to the Lessor, on demand, the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such reletting; but nothing herein contained shall be construed as imposing any obligation on the Lessor to relet or attempt to relet the said premises nor does the Lessor assume any such duty, nor shall anything herein contained be construed in any way to affect the obligation of the Lessee to pay the full amount of said rental in case said premises shall not be so relet.

10. That in case the Municipal Auditorium Building, or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Lessor impossible, then and thereupon this lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination on a pro rata basis using number of hours as the unit of measuring at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

11. That the Lessor shall not be responsible for any damage or injury that may happen to the Lessee, or to the Lessee's agents, servants, employees or property from any cause whatever, prior, during or subsequent to the period covered by this lease; and the said Lessee hereby expressly releases said Lessor from and agrees to indemnify it against any and all claims for such loss, damage or injury. That said building, including the demised premises, shall be at all times under the charge and control of the Manager of the Auditorium.

12. That the Lessor reserves the sole right to sell refreshments, including food, confectionery, drinks, cigars, cigarettes and other such articles, and the right to conduct check stands, and the Lessee shall not engage in any of the aforesaid business in the building, without the written consent of the Manager of the Auditorium.

13. That the Lessor reserves the right to remove from the building all effects of whatsoever nature left within it by the Lessee after the expiration of the time covered by this contract and lease; or to charge an additional rental at the same rate per date provided in this contract if written notice is given to remove such effects to the Lessee, and they are not immediately removed; and the Lessee agrees to pay to the Lessor an amount to cover the cost of removing such effects or the cost of such additional rental.

14. That in the handling, control, custody, and keeping of receipts and funds and moneys, whether the same are received through the box office or otherwise, the Lessor is acting for the accommodation and benefit of the Lessee, and that as to such receipts and funds the Lessor shall be responsible only for gross neglect or bad faith. The Lessee promises to do no act that will prejudice the insurance of the Lessor concerning the bonding of the employees of the Lessor in the handling of the box office receipts. The Lessee further agrees with the Lessor that the only persons who are to have the right to be in the box office are those employees of the Lessor directly engaged in the box office work, the Manager and Auditor of the Municipal Auditorium, and the manager of the Lessee for the purpose of checking the number of sales made, and no others.

15. And the said Lessee further covenants, agrees and understands that if any default is made in the payment of the rent or any part thereof at the time above specified, or if any default is made in the covenants or agreements herein contained, this contract and lease and the relation of landlord and tenant at the option of the Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if said term had fully expired, and the said Lessor may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, and the said Lessee shall notwithstanding said re-entering, pay the full amount of said rental as herein agreed to be paid.

The party of the first part and the party of the second part hereby agree, stipulate, and recognize that in the entering of this contract and lease that they are not in any way partners, co-partners, or in any way jointly interested in any mutual enterprise but are to each other Lessor and Lessee respectively, and occupy that status only.

This agreement shall bind the parties and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the city of Kansas City, Missouri, a municipal corporation, through its Board of Governors of the Municipal Auditorium, represented in this contract by its Auditorium Manager, has caused this contract and lease to be signed by its Auditorium Manager, for and on behalf of Kansas City, Missouri, and the Lessee has signed the same in duplicate the day and year first above written.

KANSAS CITY, MISSOURI

By Eugene C. Buchman
Municipal Auditorium Manager.

National Collegiate Athletic Assn. of U. S.

By ,Manager.
Party of the Second Part.

0056

DATE

PORTION RENTED

PURPOSE

MUNICIPAL AUDITORIUM BUILDING

KANSAS CITY, MISSOURI

Lessor,

TO

Lessee.

RENTAL

I. J. EAGLE CO. 66739

Lawrence, Kansas,
February 16, 1940.

Mr. Eugene C. Zachman,
Manager,
Municipal Auditorium,
Kansas City, Missouri.

Dear Mr. Zachman:

I acknowledge with thanks your letter of the 14th instant with ticket enclosures. It seems to me that there is quite a disparity between the prices of your stock ticket and the larger style ticket. Do I understand that you do not have a contract for the larger ticket and we are forced to go in the market and pay the top price for an extra job?

I notice that the Golden Gloves Final ticket, which you list as $80.00 a night, is better cardboard than the preliminary pink ticket. There is not so much embellishment on the preliminary ticket, and I am wondering if you would give me the price on those. Since I am manager of these tournaments for the National Collegiate Athletic Association, I am desirous of economizing as much as possible.

I have just received a letter from your booking clerk, William W. Egelhoff, asking for a copy of the contract signed by Mr. George Goldman for Mr. Clyde McBride and myself representing the Fifth District N.C.A.A. Basketball Committee.

I would like to make a pertinent inquiry from you. I have explained to you that the National Collegiate Athletic Association is the only bona fide body of college men under an organization of faculty representation and authority that puts on a basketball tournament. This body derives its power from the presidents of the colleges and the faculty representatives pass on their authority to the athletic directors and coaches. Only universities and large colleges or schools that observe the one-year residence rule are members of this organization. Yale, Harvard, Michigan, Ohio State, California, Texas, Vanderbilt, Oregon, Washington, Maine, New Hampshire, Nebraska, Missouri, and so forth, are members of this organization.

I insisted to Mr. Goldman that we pay a price for this hall commensurate with the charge that should be made to all people who come in from the outside. Naturally you make a special price to the Naismith League because it is in your own municipality.

I want to explain our set-up. On March 22 and 23, the N.C.A.A. Fifth district, incorporating the Missouri Valley Conference, The Big Six, The Southwest Conference, the Rocky Mountain Conference, and the Pacific Coast Conference, will play the semi-finals in your hall to determine the semi-finalist winner who will play the district winner of the east (1st, 2nd, 3rd and 4th districts). The 4th district is the Big Ten; the 3rd is the Southeast; the 2nd is the Eastern; and the 1st is the New England states. Their winner will meet the western winner in Kansas City on March 30 for the final National Collegiate Basketball Championship of America. This includes the large universities.

Last year Oregon defeated Ohio State at Patton Gymnasium, Northwestern University, for the championship. This was the first basketball championship of America under the guidance of the National Collegiate.

This is the pertinent question. I had known that the so-called "National Inter-collegiate Athletic Association", which is an organization of small colleges stimulated and augmented by coaches and directors and not college presidents and faculty representatives, held their tournament in Municipal Auditorium. I knew that Mr. Goldman made no charge for the hall rent. We were not asking alms and we are not now, but we feel that your Municipal Auditorium management should charge no more per night for our attraction than you charge this year for the so-called "National Inter-collegiate Athletic Association". Of course, you are the judge in the matter, but since our body is an organization of over 50 years standing, although only two national championships in basketball, we feel that we should have the same consideration as the small colleges. Do you not think so?

During the week-end of March 30 our National Association of Basketball Coaches of the United States and Canada will meet in Kansas City, and on March 28, 29, 30 the National Association of College Basketball Officials; and on March 30, 31 and April 1 the National Collegiate Rules Body, which is the Basketball Rules Committee of the United States and Canada will meet in Kansas. In view of these things we beg your very serious consideration in making the price to conform with this other group that have had their hall rent free. We are not objecting to that, however, but we do plead for the same financial consideration.

If you feel that there is merit in our argument and if you are charging $250.00 a night for the other tournament, if you would care to revise this contract scaled downward, I assure you the officers of the National Collegiate would appreciate it.

Very sincerely yours,

FCA:AH

Chairman, 5th District, N.C.A.A.

February 13, 1940.

Mr. Eugene Zachman,
Manager, Municipal Auditorium,
Kansas City, Missouri.

Dear Mr. Zachman:

With a game at Stillwater on Thursday with the Oklahoma Aggies, I find that I will be pretty definitely tied up before the week-end. Hence I will not be able to run down to see you as soon as I anticipated.

However, I am wondering if you will be kind enough to send me one of the old used tickets for the Golden Gloves and one of your regular tickets that you generally print for your ordinary performances there. I would like to see both, and I would appreciate it if you would get me the figures on a complete set so that I may make final determination on the printing.

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH

KANSAS CITY
MUNICIPAL AUDITORIUM
Geo. L. Goldman, Director
ARENA

JAN. **31** 1940

WEDNESDAY

NAISMITH BASKET BALL LEAGUE

Arena Balc. - - 40c

Admission .392 Sales Tax .008

AMERICAN TICKET CORP.
MILW. CHICAGO KAN. C.
77

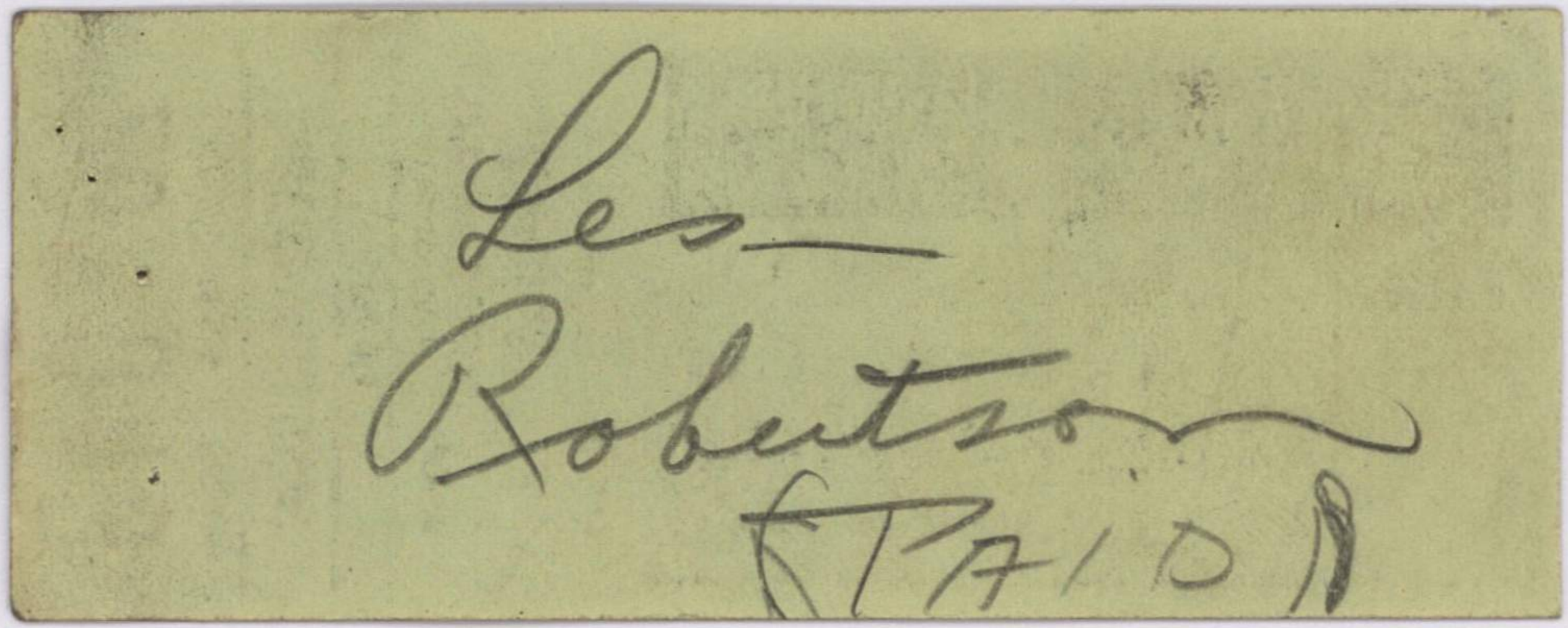
Good Only
WEDNESDAY
JANUARY **31**

ARENA

ARENA BALCONY

SEC. ROW SEAT

26 0 13



Les —
Robertson
(PAID)

ARENA - RINGSIDE $2.20

Est. Pr. 1.96 Fed. Tax .20 Sales Tax .04

4 J 4

SEC. ROW SEAT

MILWAUKEE - CHICAGO - KANSAS CITY
77 AMERICAN TICKET CORP.

GOLDEN GLOVES
FINALS
TOURNAMENT of CHAMPIONS
Sponsored by
THE KANSAS CITY STAR
MUNICIPAL
AUDITORIUM ARENA

FRIDAY FEB. 10 8 P.M.

SEC. ROW SEAT

4 J 4

ARENA RINGSIDE $2.20
Est. Pr. 1.96 Fed. Tax .20 Sales Tax .04

8

$80 a nite

$200

ARENA LOGE 85c
Est. Pr. 75c Fed. Tax 8c Sales Tax 2c

4 SEC. B ROW 2 SEAT

KANSAS CITY MUNICIPAL AUDITORIUM ARENA

THE KANSAS CITY STAR
SPONSORS
FIFTH ANNUAL
GOLDEN GLOVES
PRELIMINARIES
Tournament of Champions

TUES., FEB. 6, 1940 • 8 P.M.

FIFTH ANNUAL
GOLDEN GLOVES
SPONSORED BY
THE KANSAS CITY STAR
Tournament of Champions
MUNICIPAL
AUDITORIUM ARENA

TUES.
FEB.
6
1940

4 SEC. B ROW 2 SEAT

ARENA LOGE 85c
Est. Pr. 75c Fed. Tax 8c Sales Tax 2c

AMERICAN TICKET CORP.
MLW. CHICAGO KAN. C. 77

2

BOARD OF GOVERNORS
MAYOR BRYCE B. SMITH
CHAIRMAN
T. L. EVANS
VICE CHAIRMAN
FRED G. BUFFE
ARTHUR A. GUETTEL
FRED L. HILDEBRAND
JAMES F. LILLIS
SAMUEL J. WHITMORE
H. E. BONING, JR.

THE MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

EUGENE C. ZACHMAN
MANAGER

February 14, 1940

Mr. Forrest C. Allen, Director
Physical Education and Recreation
University of Kansas
Lawrence, Kansas

Dear Mr. Allen:

Enclosed are samples of the two types of tickets which would be available for your Basket Ball Tournament.

The small regular size ticket would cost approximately $30.00 a night for the 8,200 seats used in the Arena Basket Ball set-up; while either of the larger styles would cost approximately $80.00 a night. The great difference in prices is due to the fact that the small ticket is our standard one, and it is printed without the attraction imprint in large quantities.

Very sincerely yours,

Eugene C. Zachman

ECZ/DS

Eugene C. Zachman, Mgr.
Municipal Auditorium

2nd Annual
National Collegiate A.A. Basket Ball Championships
of America

Finals - Semi-final

Tournament of Champions

Mar 22-nd.
Mar 23rd.
Mar 30th.

February 16, 1940.

Mr. William W. Egelhoff,
Booking Clerk,
Municipal Auditorium,
Kansas City, Missouri.

Dear Mr. Egelhoff:

I am enclosing a copy of our agreement with Mr. George Goldman for the use of the Auditorium on March 22, 23 and 30, 1940.

Mr. C. E. McBride, Mr. George Edwards, Dr. H. H. King, Mr. E. O. Williams and I are members of the Tournament Committee for this District. Mr. McBride and I personally called on Mr. Goldman and that is the reason the contract is made in both of our names, representing the Fifth District N.C.A.A. Basketball Committee, which is a bona fide member of the National Collegiate Athletic Association.

Very sincerely yours,

Director of Physical Education and Recreation,
Varsity Basketball Coach.

FCA:AH
Enc.

BOARD OF GOVERNORS
MAYOR BRYCE B. SMITH
CHAIRMAN
T. L. EVANS
VICE CHAIRMAN
FRED G. BUFFE
ARTHUR A. GUETTEL
FRED L. HILDEBRAND
JAMES F. LILLIS
SAMUEL J. WHITMORE
H. E. BONING, JR.

THE MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

EUGENE C. ZACHMAN
MANAGER

February 15, 1940

Mr. Forrest C. Allen
University of Kansas
Lawrence, Kansas

Dear Mr. Allen:

In looking through our files, we discover that we do not have a copy of the agreement made between yourself and Mr. George Goldman for the use of the Arena by the National Collegiate Athletic Association of the United States.

We would appreciate it very much if you would send us a copy of this agreement in order to complete our files and to assist us in drawing up a new contract.

We are looking forward to a visit from you in the very near future at which time it will be possible for us to discuss this tournament in a more detailed manner.

Yours very truly

William W. Egelhoff
Booking Clerk

WWE:WWE

COPY

MUNICIPAL AUDITORIUM
Kansas City, Missouri

H.F.McElroy
City Manager
George L. Goldman
Director

April 28, 1939

Dr. Forrest C. Allen
Mr. Clyde McBride
Rep. 5th Dist. N.C.A.A. Basket Ball Comm.

Gentlemen:

This letter is confirmation of the following dates: March 22, 23, and 30, 1940, for the N.C.A.A. Regional and Final.

The rental charge for the use of the Arena is $300.00 per day and includes all services such as light, heat, janitor service, tickets, ticket sellers, ticket takers, and ushers.

We will be very happy to have you with us on the above mentioned dates, and our charge to you covers only the actual expenses of the Building.

Respectfully yours,

(Signed) GEO. L. GOLDMAN

GLG/DS

Geo. L. Goldman, Director
MUNICIPAL AUDITORIUM

THE MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

EUGENE C. ZACHMAN
MANAGER

BOARD OF GOVERNORS
MAYOR BRYCE B. SMITH, CHAIRMAN
T. L. EVANS, VICE CHAIRMAN
FRED G. BUFFE
ARTHUR A. GUETTEL
FRED L. HILDEBRAND
JAMES F. LILLIS
SAMUEL J. WHITMORE
H. E. BONING, JR.

February 17, 1940

Mr. Forrest C. Allen
Athletic Department
University of Kansas
Lawrence, Kansas

Dear Mr. Allen:

Thank you for your letter of February 16th, and also for the copy of the contract executed for you by Mr. Goldman. The ordinance and regulation providing for the new Management set-up at the Auditorium under a Board of Governors, require that a written form contract be executed for each rental of a Building Unit, and it was necessary for us to have a copy of Mr. Goldman's letter to you in order to prepare this required form.

In answer to your question concerning the rental, it will be necessary to make a complete explanation of the present set-up. The Ordinance, creating a Board of Governors to operate the Auditorium requires that the Board establish a definite schedule of rentals for all events, and that schedule was placed in operation about November 1. At the time the schedule went into effect, however, the Board by resolution, voted to accept all bookings made by any previous management at the rental schedule or rate agreed upon at the time the booking was made.

Since you had already made a contract with Mr. Goldman for the use of the Arena at $300.00 a day, it is possible for me to execute a new contract with you at that rate, although it is not the one now in effect, similarly, it is possible for me to execute a contract with the National Collegiate Athletic Association for its Basket Ball Tournament at the contract price agreed upon last May by Mr. Goldman, which, incidentally, is only slightly lower than the price he gave to you.

I cannot, therefore, arbitrarily make a reduction in the rate on which you were booked, which incidentally, is just about our actual cost of operation. The only counter-proposal that I am in a position to offer to you would be to book you for your tournament at the new rental schedule fixed by the Board of Governors for an Amateur Athletic event, such as your Basket Ball Tournament. That rate is $250.00 a day, with the Auditorium also having the privilege of a percentage option, in place of the guaranteed rent. If you are interested in making your booking on that basis, I would be glad to discuss the matter with you.

THE MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

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Mr. Forrest Allen:

For your information, the Naismith League this year is using the Arena this year on a percentage contract, and it has proved very satisfactory both to the League and to the Building.

In answer to your second puestion regarding the price of the tickets, the $80.00 price would be on the pink tickets which you mentioned. The embellishment on the other ticket is an artist's job, which would boost the price up possibly 20 or 25%, since it has to be done to order.

Personally, I would think the expanded small size ticket, which can be supplied at about $30.00 a set, would be satisfactory for your needs. We can obtain this ticket at such a low price, because it is the one we always use for events in the Arena. We have these tickets printed 40 or 50 sets at a time, thus getting a wholesale rate on them, and then when an event is booked into the Arena it is necessary for the ticket Company only to imprint on one set of the tickets, the name of the event and the date. That is the reason that we get so low a price.

I hope that I have answered your questions fully. If not, don't hesitate to get in touch with me.

Very sincerely yours,

Eugene C Zachman

ECZ/DS

Eugene C. Zachman, Manager
Municipal Auditorium

February 17, 1940.

Mr. Eugene C. Zachman,
Manager, Municipal Auditorium,
Kansas City, Mo.

Dear Mr. Zachman:

I would like to know the total number of seats that will be available in the loges, boxes, and so forth for the basketball tournament. I wonder if you would be kind enough to send me a seating chart so that I will be in a better position to know the arrangement. How is the seating apportioned for the Naismith League.

I would also like to advise you that we will want wooden backstops for our games, not glass.

Very sincerely yours,

FCA:AH

Director of Physical Education and Recreation,
Varsity Basketball Coach.

THE MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

EUGENE C. ZACHMAN
MANAGER

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SAMUEL J. WHITMORE
H. E. BONING, JR.

22-73

4787
1808
2979

February 19, 1940

8 Pm Semi Finn
8 30 Pm 30th Finish

Dr. Forrest C. Allen
Director of Pysical Education
University of Kansas
Lawrence, Kansas

Dear Dr. Allen:

This will acknowledge receipt of your letter of February 17th concerning the seating capacity of the Arena for your Basket Ball Tournament. In that set-up the following seats are available:

No price increase $1.68
1.12

Boxes	552	220 or 165
Loges	1222	
Balcony ~~2979~~	4787	- 1808
Upper Balcony	1784	- 40¢
	8345	

In scaling the house, we generally do not make the same charge on all of the 4,787 balcony seats. The reason is that 1,808 are in the center section and can command a higher price.

For the Naismith League Game, the charge is 40¢ for the boxes, loges, and center sections of the balcony, and 25¢ for the remainder of the balcony and the upper balcony.

Under separate cover, I am mailing you a seating chart of the Arena.

With kindest personal regards, I am

Very sincerely yours,

Eugene C Zachman

ECZ/DS

Eugene C. Zachman, Mgr.
Municipal Auditorium

Basketball Educational Bureau

209 South State Street : Republic Building : Chicago, Illinois : Telephone Harrison 7025

CONDUCTED IN THE INTEREST OF LAST-BILT PRODUCTS

A. A. Schabinger, *Director*

February 23, 1940.

Dr. F. C. Allen,
Head Basketball Coach,
University of Kansas,
Lawrence, Kans.

Dear "Phog:"

It was a pleasure to me to have a visit with you a few days ago at Lawrence.

The matter of making a picture of the final game was presented to the Last-Bilt Committee. It was explained to them that the competing teams might object to additional lighting, which would be necessary to make the type of picture we would want and we might meet with other complications. I believe it best for us not to attempt to make this picture this year, but rather study conditions and perhaps we can get at it for the 1941 season.

The Last-Bilt Basketball Educational Bureau wants to be of material assistance to you and your Committee and contribute what they can towards helping make the play-offs a success.

I shall await word from you advising the size of your program, your advertising rates, etc. to enable us to reach a decision on how much of an ad we can afford. As you know, this organization is slightly over a year old and our resources are somewhat limited. If this Bureau can be of any assistance to you and your Committee, please call on us, as we shall be happy to serve you.

With all good wishes and kindest personal regards, I am

Sincerely yours,

A A Schabinger

AAS-H

A. A. Schabinger

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(32)..

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

)KAD13 55 DL=COLUMBIA MO 7 754A

1940 MAR 7 AM 8 33

DR F C ALLEN=

UNIVERSITY OF KANSAS=

PERSONALLY BELIEVE THAT PLANS FOR POSSIBLE PLAY OFF IN WICHITA AS OUTLINED ARE BEST AND WILL BE APPROVED BY OUR COMMITTEE. SUGGEST THOUGHT THAT SINCE PURPOSE IS TO DETERMINE BIG SIX WINNER IT BECOMES A CONFERENCE MATTER RATHER THAN NCAA AFFAIR. TO PREVENT POSSIBLE CRITICISM =BELIEVE YOU SHOULD CONFER WITH DR KING ON THIS PHASE=

GEO R EDWARDS.

NCAA.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

WESTERN UNION

Wichita, Kansas
March 7, 1940.

Dr. Forrest C. Allen.

Edwards favors plan judging by telephone conversation.

Assured me they would be in. Things looking great here.

Do you need contract? Contact me before leaving for Norman.

Will see you there. Regards.

Jack Copeland, Sports Editor,

Wichita Beacon.

Lawrence, Kansas
March 27, 1940

Mr. Eugene Zachman,
Manager,
Municipal Auditorium,
Kansas City, Missouri.

Dear Mr. Zachman:

A group of Lawrence citizens have asked for my approval of a roller-skating exhibition by some of our high school students before the game Saturday night. These students will be wearing the original costumes worn in the filming of "Dark Command", to be shown in Lawrence on April 4th in the world premiere.

I have given my approval for this roller-skating exhibition, but I wanted you to make arrangements for the mops to be run over the floor after it - just before the boys start to play the game.

I am sure this will be a lovely exhibition for the great crowd that will be in the auditorium.

Sincerely yours,

FCA:AH

Manager, N.C.A.A. Basketball Tournament.