

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 representative 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.

By Eugene C. Zuchman
Municipal Auditorium Manager

\$200 per day

National Collegiate Athletic Assn. of U. S.

To pay to the said Lessor for its rights under this lease and agreement

By _____, Manager.

The Lessee hereby covenants and agrees:

Party of the Second Part.