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. Zachman
Municipal Auditorium Manager.

National Collegiate Athletic Assn. of U. S.

By ....., Manager.
Party of the Second Part.