

CONTRACT AND LEASE

This Agreement, Made on the 11th day of MARCH 1942, by and between the City of Kansas City, Missouri, a municipal corporation, represented in the entering of this contract by the Municipal Auditorium Director, hereinafter designated as the Lessor, party of the first part, and

to select from the entire list of available seats **Dr. Forrest C. Allen** of his own choice, all said boxes the Advisory Board of the Municipal Auditorium, through the Director of the Auditorium, shall have the right agent or representative of Municipal Auditorium, and if given authority else in the Municipal Auditorium, then have the right to select from the entire list of boxes, seats, and other facilities, exhibition of property, that the Advisory Board of the Municipal Auditorium, through the Director of the Auditorium, shall have the right to any other matter which is pending and customary in the managing and leasing of said building. Entered party of the second part, hereinafter designated as Lessee, for the purpose of making necessary inspections of street anyone who shall present from them or him in writing a proper statement that that person is to be admitted.

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 and occupy the

and hold harmless the Lessor against any claim for damages of such character, either to the Lessee or to and agrees to make no claim against the **Arena on Tuesday, March 17, 1942.** of any nature to persons or property received in or from said building and premises and the Lessee covenants to maintain order and protect persons and property. The Lessor assumes no liability for injury person arising out of or in behalf of said Lessee, and said Lessee agrees to have on hand at all time sufficient of the Municipal Auditorium Building, situated at 13th & Wyandotte Sts., Kansas City, Missouri, for the following and no other purpose, to wit:

person admitted to said premises by Lessee, **Basket Ball game (N.C.A.A.) Playoff** by the act, default or negligence of the Lessee or of the Lessor, its agents, servants, employees or any other person. That if said premises or any portion of said building during the term of this lease shall be damaged during the hours and upon the dates hereinafter specified, to wit:

SET UP - customary basket ball set-up) said premises without the approval of the Director of the Municipal Auditorium, and no other articles be in any manner attached to articles shall be posted, nailed or otherwise attached to any part of the interior of said building in such manner and will not make nor allow to be made any holes, cuts, or other marks in any part of said building.

7:00P.M. to Midnight and will not drive or permit to be driven, nails, hooks, tracks or screws into any part of said building. **OPEN TO PUBLIC** permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced. That said Lessee shall not injure, not mar, not in any manner deface said premises, and shall not violation of law.

REMOVAL and will not do nor suffer to be done anything on said premises during the term of this lease in violation of any laws, ordinances, rules, regulations, orders, or other municipal authorities of Kansas City, and will obtain and pay for all necessary permits with such special arrangements as are here set forth and requirements of the Police Department and Fire Department.

contract, and shall be considered a violation of the whole contract, rendering it voidable at the option of the Auditorium Director. A violation of this clause is agreed and understood to be against the essence of this in any other form, habit, or manner shall be done by the Lessee without the actual and specific consent of the Director agrees to, and no drilling, distributing or advertising of any kind whatsoever in the newspapers, or advertising, and shall advertise only in such papers and by such means and in such a manner as the Auditorium Director may permit. 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 Director 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 sets of reserved seat tickets, to handle the advance sale of tickets, to provide the customary basketball set-up in the Arena and to furnish ticket sellers, ticket takers, moushers.**

receipts after deduction of federal and state taxes, to be paid at the time this contract is entered, by the sum of \$1.00

1. To pay to the said Lessor for its rights under this lease and agreement the sum of \$1.00

The Lessee hereby covenants and agrees: