

# CONTRACT AND LEASE

This Agreement, Made on the 16 day of December, 1943,

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

agent or representative of **Dr. F. C. Allen,**  
**Director of Physical Education,**  
**University of Kansas,**  
**Lawrence, Kansas.**  
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 and occupy the

**Arena, December 29--30, 1943**

of the Municipal Auditorium Building, situated at 13th & Wyandotte Sts., Kansas City, Missouri, for the following and no other purpose, to wit:

**Basketball games**

during the hours and upon the dates hereinafter specified, to wit:

**SET UP Customary basketball set-up.**

**OPEN TO PUBLIC**

**7:00 P.M. to 11:59 P.M.**

**REMOVAL**

with such special arrangements as are here set forth

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 **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 and ushers.**

1. To pay to the said Lessor for its rights under this lease and agreement **20% of the total \$200.00**

The Lessee hereby covenants and agrees: