The Lessee hereby covenants and agrees:

1. To pay to the said Lessor for its rights under this Lease and Agreement the sum of $1.00 to be paid at the time this contract is signed, plus 20% of all gate receipts after deduction of Federal and State taxes.

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 Director 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, and also a lien over said box office receipts for the purpose of and with the right to deduct from said box office receipts a sufficient amount of money to pay the costs of stage hands, musicians, ushers, door men, ticket takers, spot light operators, motion picture operators, and any and all other employees of said Lessee who may be called in, either by said Lessor or by said Lessee, for the convenience of said Lessee and at the said Lessee's request, for said attraction provided for by this contract and lease, it being distinctly understood and agreed, however, that all and each of the above mentioned employees are and remain employees of the Lessee herein solely, and the Lessor is in no way or manner responsible for any moneys whatsoever claimed by said employees for work or labor done in any way in connection with said attraction.

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 Director 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 Director 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 Director. 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 or said premises or any other portion of said premises without the approval of the Director 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 time 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 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 Advisory Board of the Municipal Auditorium and the Municipal Auditorium Director 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 Advisory Board of the Municipal Auditorium, through the Director 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 Advisory Board of the Municipal Auditorium, through the Director 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 Director 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 commencement of this contract and lease, ordinary use and wear thereof only excepted. The Lessee hereby acknowledges and recognizes that certain