

Basketball Games,  
 Arena, December 11, 1943

0961

DATE Sat. December 11, 1943

PORTION RENTED Arena

PURPOSE Basketball Games

DEPARTMENT OF  
 MUNICIPAL AUDITORIUM  
 KANSAS CITY, MISSOURI

Lessor

TO

Dr. F. C. Allen,  
 Director of Physical Education,  
 University of Kansas,  
 Lawrence, Kansas.

Lessee.

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, including strikes, lockouts, boycotts and civil insurrections shall render the fulfillment of this lease by the Lessor impossible, then and thereupon this lease shall terminate, and in the event the term of this lease shall have begun prior to any such occurrence, the Lessee shall pay rental for said premises up to the number of hours as the unit of measuring at the rate herein specified and the event of any such occurrence prior to the beginning of the term of this lease, the Lessee shall not become effective; and in either event, said Lessee hereby waives any claim for damages or compensation because of any such termination.

11. That the Lessor and its employees, servants and agents shall not be responsible for any damage or injury that may happen to the property of the Lessee, or to the Lessee, or to the Lessee's agents, servants and employees, or to property that may be on the premises, where said loss or damage occurs, except in those cases where the Lessee has, in compliance with this contract and lease, assumed the responsibility for such loss, damage, injury and claims for such loss, damage, injury and claims, and in such cases the Lessee shall be held liable therefor, and the Lessor shall not be liable therefor. The Lessor shall not be held liable for any damage or injury that may happen to the property of the Lessee, or to the Lessee, or to the Lessee's agents, servants and employees, or to property that may be on the premises, where said loss or damage occurs, except in those cases where the Lessee has, in compliance with this contract and lease, assumed the responsibility for such loss, damage, injury and claims for such loss, damage, injury and claims, and in such cases the Lessee shall be held liable therefor, and the Lessor shall not be liable therefor.

12. That the Lessee through its employees, servants and agents, shall not be held liable for any damage or injury that may happen to the property of the Lessor, or to the Lessor, or to the Lessor's agents, servants and employees, or to property that may be on the premises, where said loss or damage occurs, except in those cases where the Lessee has, in compliance with this contract and lease, assumed the responsibility for such loss, damage, injury and claims for such loss, damage, injury and claims, and in such cases the Lessee shall be held liable therefor, and the Lessor shall not be liable therefor.

13. That the Lessee reserves the right to remove from the premises any and all fixtures, furniture, equipment, and other articles, and to charge an additional rental at the rate provided in this contract and lease for the removal of such articles, and the Lessee agrees to pay to the Lessor the cost of removing such effects or the cost of such additional rental.

14. That in the handling, control, custody, and keeping of receipts, funds and moneys, whether the same are received through the box office or otherwise, the Lessor is and shall be responsible 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 interest 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 Director 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. The Lessee hereby agrees that the Lessor has the undivided right to cancel this contract and lease without refunding any money paid thereunder, or without any loss or detriment to said Lessor if the Lessee has misrepresented in any manner or in any degree the type or nature of the attraction to be held in said leased premises, if said misrepresentation in any manner influenced said Lessor in entering into this contract and lease, and said Lessee hereby agrees that said Lessor is the sole judge, through its duly appointed agent, the Director of the Auditorium, of whether or not the said misrepresentation did so influence it in entering into said contract and lease; further said Lessee assumes the duty of disclosing to said Lessor whether or not the attraction to be held in said leased premises is in any manner or means of a political nature, and failure to so disclose makes this contract and lease voidable at the election of the Lessor.

16. 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 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, represented in this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, 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 \_\_\_\_\_  
 Municipal Auditorium Director.

Director of Physical Education  
 University of Kansas.

By \_\_\_\_\_  
 Party of the Second Part.