

MAIN ARENA 12,000 seating capacity

MUSIC HALL
2,572 seating capacity

LITTLE THEATRE
600 seating capacity

EXHIBITION HALL 120,000 square feet

COMMITTEE ROOMS (23 seating capacities 25 to 500

#### MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

EUGENE C. ZACHMAN, Director LOUIS G. LOWER, Ass't Director

June 30, 1942.

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

Dear Dr. Allen:

In going over the 1943 contracts I came across your contract with the Bldg. for January 29th, Dr. Allen, this contract is dated January 29, 1942 and of course this contract should read January 29, 1943. Please change your contract to read 1943.

Trusting that you will overlook this small mistake and that you will correct your contract. Thanking you,

I am respectfully,

Marwen Roseman.
Booking Clerk.



Mr. Marven Roseman, Booking Clerk, Municipal Auditorium, Kansas City, Mo.

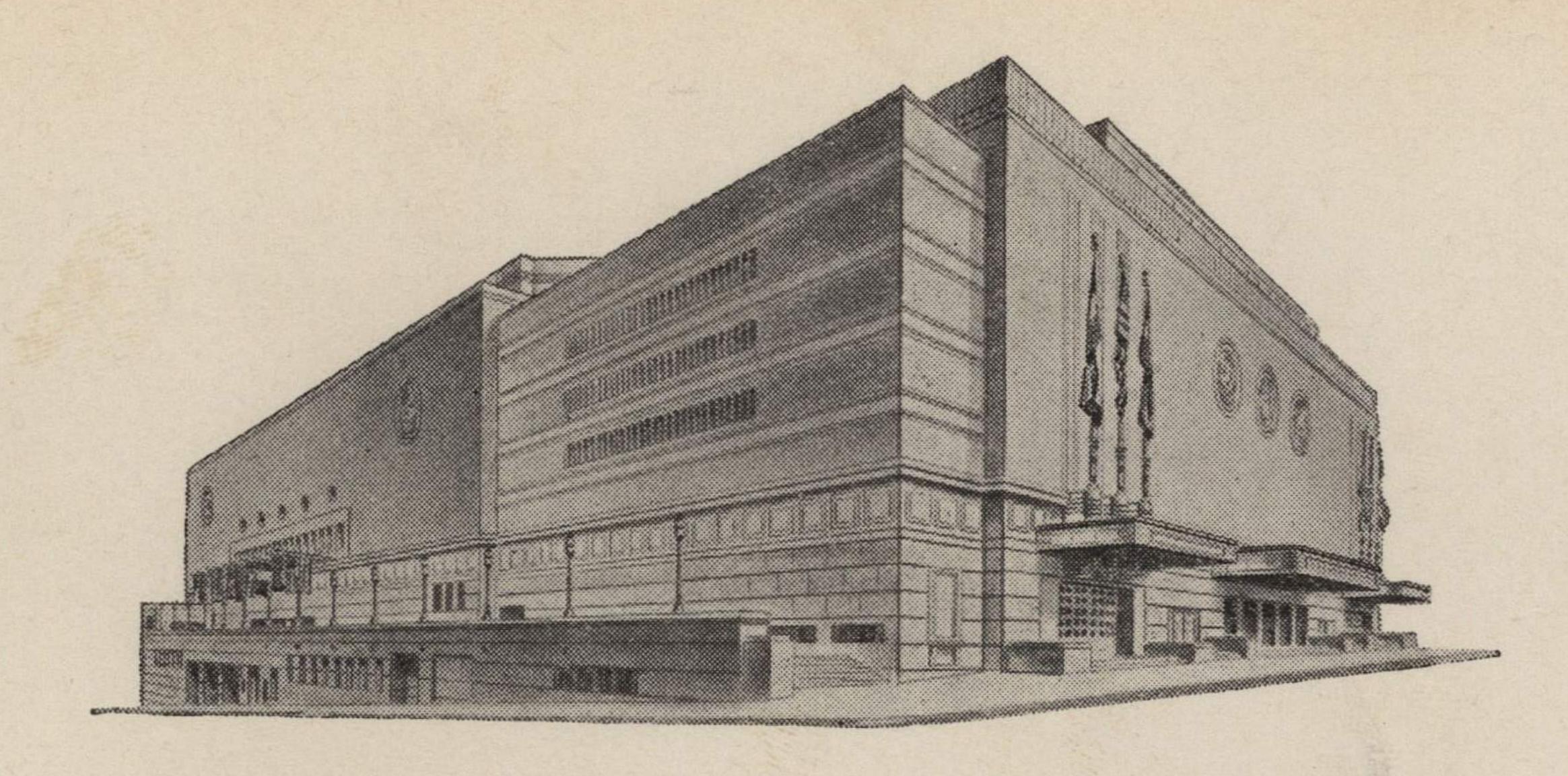
Dear Mr. Roseman:

This will acknowledge receipt of the contracts for use of the Auditorium on the night of January 29, 1943, for our game with the Naval Aviation Pre-Flight School of Iowa City.

I am signing and returning one copy for your files, and retaining the other copy for our files.

Very sincerely yours,

FCA:AH Eno. Director of Physical Education, Varsity Basketball Coach.



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#### MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

EUGENE C. ZACHMAN, Director LOUIS G. LOWER, Ass't Director

June 22, 1942.

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

Dear Dr. Allen:

I am enclosing the contracts for the use of the Arena for your engagement with the Naval Aviation Pre-Flight School of Iowa City on January 29, 1942.

As you have done in the past, please sign the original contract and return it to the Municipal Auditorium at your convenience.

Hoping that the games will again be the success that they have in the past and thanking you.

Respectfully,

Marven Rossman.
Booking Clerk.



#### the end of said term in the same CONLL STACL SEAND or TEASE

of the demised premises during said term; to quit and surrender up said demised premises to the Lessor at

by or prescribed by the Lessor, for the government and management of said building; to take the proper care This Agreement, Made on the 12th day of by and between the City of Klansas 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. Rolles in Caby Jioneats of his own choice, all said boxes

the Advisory Board of the Municipal Auditorium, through the Director of the Auditorium, shall have the right

adent or rebresentative of Municipal Auditorium, and it given anywhere effect municipal Auditorium, then

recognizes that certain

to any other matter which is usual and customery in the managing and regulating of said building. Further, that the Advisory Board of the Municipal Auditorium, shall

party of the second part, hereinafter designated as Lessee, bulbose of making necessary inspections of affend anyone who shall present from them or him in writing a proper statement that that person is to be admitted,

MILNESSELH's Advisory Board of the Municipal Auditorium and the Municipal Auditorium Director and its building, of which said premises are a part.

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 ants and agrees to make no claim against the Lattone out Latternary Journal 50, 1019 rees to indemnify of any nature to persons or property received in or about said building and premises and the Lessee coven-

person acting for 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 tollowing and no other barbose, to mit; eir present condition. The Lessee hereby assumes full responsibility by the act, default or negligence of the Lessee, gerecher 138 consecutive, 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

police force to maintain order and protect persons and property. The Lessor assumes no liability for injury

4. That it 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:

SEL AB constonara pasketps 17 extantements and 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

articles shall be pasted, nailed or otherwise att. OObtum for III bb. meriding in such manner and will not make nor allow to be made any alterations of any kind therein; that no bills, signs or other

ObENILOnd will not drive or permit to be driven, nails, hooks, tacks or screws into any part of said building **ball C** permit anything to be done whereby the said premises shall be in any manner injured, married or 3. That said Lessee shall not injure, nor mar, nor in any manner defade said premises, and shall not

KEWOAYE, and will not do nor suffer to be done anything on said premises during the term of this lease in iment and other municipal authorities of Kansas City, and will obtain and pay for all necessary permits

Lessor.

violation of law.

with such special arrangements as are here set forth and reductioned of the bolice Debattment and Fire De-

advertising, and shall advertise only in such papers and by such means and in such a manner as the Auditorium Lye Fessor tarther sacres: part will not advertise any performance, exhibition, attraction, or public dis-

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 nuahoidaple delahs excebted. are and remain employees of the Lessee herein solely, and the Lessor is in no

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, paper, or manner shall be done by the Lessee without the actual and specific consent of the

Director agrees to, and no billing, distributing or advertising of any kind whatsoever in the newspapers, or

nded for by this contract and lease, it being distinctly understood and agreed, however, that all and each of 2. To furnish, at the Lessor's expense, reasonable heat for the said premises for the purposes aforesaid, accidents and muanoidable defans excepted ployees of said Lessee who may be called in, either by said Lessor money to pay the costs of stage hands, musicians, ushers, door men, theket takers, spot fight operators, motion

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 qejaks excepted. Said tax of taxes, and then from the remaining amount the parties hereto take their specified

part has a general lien over all such money taken in with the right to take from such money such sum as is 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.

taken in, which are required to be paid, whether in the nature of a sales tax, amusement tax, privilege tax or

under this contract and lease, then the Lessee is to pay all municipal, state and federal taxes upon the receipts

Both the Lessee agree and understand that if a flat rate is to be paid for the rights of the Lessee

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, and ushers. Low the broket Romannian product and bresent any other kind of a tax, and is the Lessee claims to be exempt from any such tax the Lessee shall in advance

mediculan of Federal and State taxes,

be paid at the time this contract is signed, plus 20% of all gate receipte after A to 1. To ply to the said Lessor for its rights this Lesse and Agreement the sum of \$1,00 to

The Lessee hereby covenants and agrees:

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

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

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 Director 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 unforseen 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 in the event of any such occurrence prior to the beginning of the term of this lease, then this lease 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 property of the Lessee's agents, servants and employees, or to property that may belong to any other person, including any of the general public that may attend said leased portion of the Auditorium, where said loss arises from theft, fire or any other circumstance, and said Lessee hereby expressly releases Lessor from said losses and agrees to indemnify it against any and all claims for such loss, damage or injury in cases both where the Lessee is the actor and in cases where the Lessee has, in compliance with this contract and lease, entered into a sub-lease or sub-contract.

12. That the Lessor, through its concessionaire, 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 Director 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 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 unqualified 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.

By Municipal Auditorium Director.

This contract is subject to clause # 17 University of Kansas Basketball Coach.

which is on the back of this contract.

By Party of the Second Part.

ing said premises, and then to the payment of the rent due under this contract and lease; the surplus, if any, therefor, applying the same, first, to payment of such expenses as may be incurred in re-entering and reletttherefor, and may at its own option relet the said premises as the agent of said Lessee and receive the rent its representatives may re-enter the same either by force or otherwise without being liable for any prosecution 9. That if the said premises, or any part thereof, shall become vacant during said term, the Lessor or ium, then the Lessee agrees to operate under them and abide by them. or use, is of the type that comes within these union rules recognized by the Director of the Municipal Auditor-

union regulations and on a union basis. The Lessee agrees that if his particular function, exhibition, display,

portions of the Municipal Auditorium and certain functions that are carried on therein operate under certain

herein contained be construed in any way to affect the obligation of the Lessee to pay the full amount of said to relet or attempt to relet the said premises nor does the Lessor assume any such duty, nor shall anything from such reletting; but nothing herein contained shall be construed as imposing any obligation on the Lessor the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting to be paid over to the Lessee, and said Lessee covenants and agrees hereby to pay to the Lessee, and demand,

rental in case said premises shall not be so relet.

erein sectified, and inothe event of any such occurrence prior to the beginning of the terix of this lease, the the Lessee shall pay rental for said premises up to the number of hours as the unit of measuring at the rate this lease shall terminate; and in the event the term of this lease shall have begun prior to any such occurrence, and civil insurrections, shalf-render the fulfillment of this lease by the Lessor impossible, then and thereupon fire or any other cause, or if any other casualty or unforseen occurrence, including strikes, lockouts, boycotts 10. That in case the Municipal Auditorium Building, or any part thereof, shall be destroyed or damaged by

additional rental at the same rate per date Fovided in this contract of Britgin notice is given to remove such within it by the Lessee after the expiration f to time covered by Line cognact and lease; or to charge a he Director of the Auditoriual id business in the biglding, without the written consent of nd the Wessee shall not engage in any et 12.0 That the Lessor, through its or sother such articles and se right to conduct check stands, ret mid lease, entering intora sub-lease or sub-contract. in pases both with all eclessee is the actor and in case ssesdind agrees to indemnify it against 100, where said loss arises figm theft, lire or any other circum. So any other person iggluding any of the general public that he sessee, or to the property of the Lessee's agents, servants Legor and its employees, servants and agents shall not be responsible for any damage Sof an such terminstion.

the Lessor directly engaged in the box office work, the Director and Auditor of the Municipal Auditorium, and with the Lessor that the only persons who are to have the right to be in the box office are those employees of bonding of the employees of the Lessor in the handling of the box office receipts. The Lessee further agrees bad faith. The Lessee promises to do no act that will prejudice the insurance of the Lessee promises to do no act that will prejudice the of the Lessee, and that as to such receipts and funds the Lessor shall be responsible only for gross neglect or same are received through the box office or otherwise, the Lessor is acting for the accommodation and benefit 14. That in the handling control, custody, and keeping of receipts and funds and moneys, whether this amount to cover the cost of removing such effects or the cost of such additional rest

effects to the Lessee, and they are not imsediately removed; and the sees to pay to the Lessor a

the manager of the Lessee for the purpose of checking the number of sales made, and no others.

disclose makes this contract and lease voidable at the election of the Lessor. attraction to be held in said leased premises is in any manner or means of a political nature, and failure to so said contract and lease; further said Lessee assumes the duty of disclosing to said Lessor whether or not the Director of the Auditorium, of whether or not the said misrepresentation did so influence it in entering into lease, and said Lessee hereby agrees that said Lessor is the sole judge, through its duly appointed agent, the premises, if said misrepresentation in any manner influenced said Lessor in entering into this contract and has misrepresented in any manner or in any degree the type or nature of the attraction to be held in said leased without refunding any money paid thereunder, or without any loss or detriment to said Lessor if the Lessee 15. The Lessee hereby agrees that the Lessor has the unqualified right to cancel this contract and lease

to be paid. and the said Lessee shall notwithstanding said re-entering, pay the full amount of said rental as herein agreed mer estate therein, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, said term had fully expired, and the said Lessor may re-enter the said premises and hold the said the said bessor may re-enter the of the Lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if or agreements herein contained, this contract and lease and the relation of landlord and tenant at the option payment of the rent or any part thereof at the time above specified, or if any default is made in the covenants 16. (And the said Lessee further covenants, agrees and understands that if any default is made in the

interested in any mutual enterprise but are to each other Lessee respectively, and occupy that status the entering of this contract and lease they are not in any way partners, co-partners, or in any way jointly The party of the first part and the party of the second part hereby agree, stipulate, and recognize that in

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

17. The parties hereto being cognizant that the United States is at war and that a war emergency exists and that demands have been made by the United States Government upon the City and its facilities, and that other demands may in the future be made, it is therefore understood and agreed between the parties hereto that in the event the United States Government, or any department or agency thereof, desires to lease or use any part of the Municipal Auditorium Building involved or affected by this lease, then this lease may be immediately cancelled by the lessor without notice thereof; and furthermore the lessor also reserves the right to change the dates herein specified at lessor's discretion, and the lessee hereby waives any claim he may have or which might arise by reason of such cancelation or change of dates abucate the day and year little this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, has caused this

Party of the Second Part,

# THE UNIVERSITY OF KANSAS SCHOOL OF FINE ARTS LAWRENCE

OFFICE OF THE DEAN

June 26, 1942

Mr. Forrest C. Allen, Director, Department of Physical Education, University of Kansas.

My dear Dr. Allen:

I have talked over the matter of the Band playing at the basketball games in Kansas City in the Municipal Auditorium on January 29 and 30, and as far as we can look ahead now it seems that this can be worked out on the basis suggested in your letter, namely, that the expenses of transportation there and back on both nights be fully covered by the management of this attraction so there will be no expense to the Band in any way. I am sure it will be a big occasion and we are happy the Band can be with you at that time.

Incidentally, we shall have to hitch a string to this whole thing and that is that the Band going, I believe, should be worked out on the basis that the K. U. team will win both of the games; otherwise, I think you and I ought to talk it over a bit.

Kind regards.

Cordially yours,

D. M. Swarthout

Dean

m

Dean D. M. Swarthout, School of Fine Arts, University of Kansas.

Dear Deen Swarthout:

We have signed contracts to play basketball games in Mansas City in the Manieipal Auditorium on the night of January 29 with the Naval Aviation Pre-Flight School of Iowa City, and on January 30 with the Great Lakes Training Station.

The University Band did so wonderfully well last year when we had them over there that we would like to get them again this year, if possible. The Auditorium management and the managers of the service teams will have to agree to the expense, and it is too early to talk to them about that now. But I did want to bring it to the attention of our school authorities. Last year the Chancellor was very enthusiastic about the band going, and we will speak to him again this year. However, I feel sure that he will give his consent.

Two such "Kansas nights" would mean a lot to the University when such fine audiences turn out for these patriotic affairs. I will talk to you later about the arrangements, and I do hope it will be possible for the band to play on those two nights.

Very sincerely yours,

Director of Physical Education, Versity Basketball Coach.

FCA:AH

Professor Russell L. Wiley, Director of the Band, University of Kansas.

Dear Frofessor Wiley:

I am enclosing carbon copy of the letter I have written Dean Swarthout with reference to the University Band playing in the Kansas City Musicipal Auditorium on the nights of January 29 and 30 when we play basketball games there with the service teams.

We hope that your work will be arranged so that it will be possible for you to be with the band on this occasion.

Very sincerely yours,

FCA:AH

Director of Physical Education, Varsity Basketball Coach. Mr. Louis G. Lower, Director, Municipal Auditorium, Kansas City, Mo.

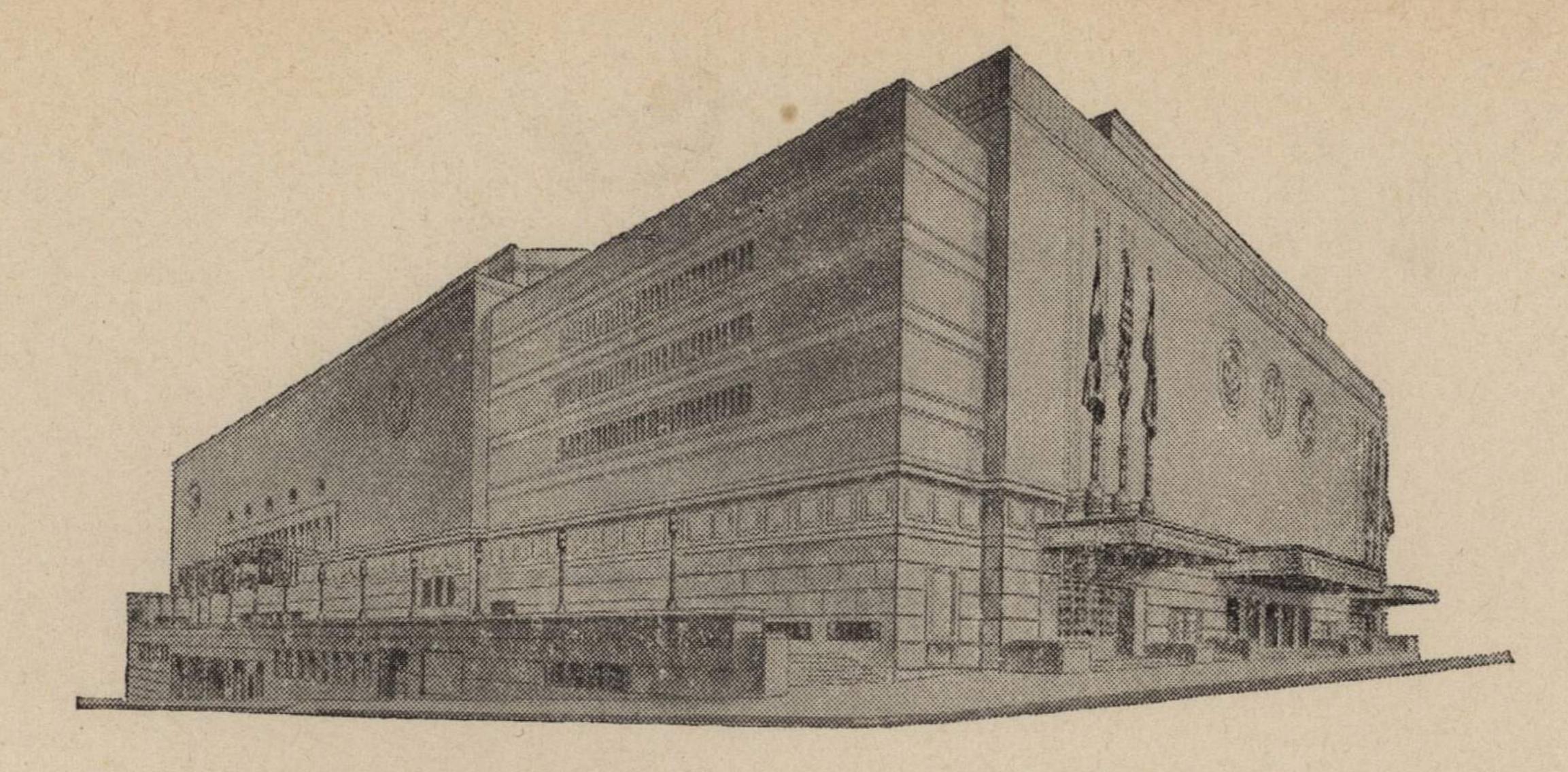
Dear Louis:

This will acknowledge receipt of your letter of the 4th instant. We are definitely closing with the Naval Aviation Pre-Flight School of Iowa City for a game in the Municipal Auditorium on January 29th, and I shall be glad if you will send the usual contract for that date.

Sincerely yours,

FCA: AH

Director of Physical Education and Recreation, Varsity Basketball and Baseball Coach.



MAIN ARENA
12,000 seating capacity

MUSIC HALL
2,572 seating capacity

LITTLE THEATRE
600 seating capacity

EXHIBITION HALL
120,000 square feet

COMMITTEE ROOMS (23)

seating capacities 25 to 500

#### MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

LOUIS G. LOWER, Director C. B. HOFF, Ass't Director

June 4,1942.

Dr. Forrest C. Allen University of Kansas Lawrence, Kansas

Dear "Phog":

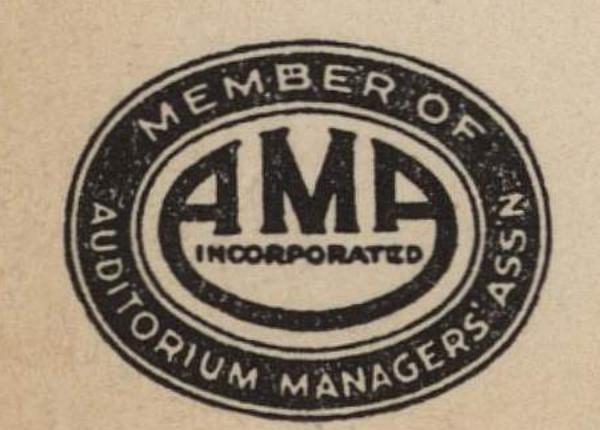
This will acknowledge your letter of May 25 regarding the contract for the date of January 30,1943. In accordance with your request, we are holding January 29 until more definite information is received from you.

With kindest personal regards, I am

Louis G. Lower, Director

Sincerely fours

LGL: EH



Mr. Clarence Hoff, Assistant Manager, Municipal Auditorium, Kansas City, Mo.

Dear Mr. Hoff:

I am not sure whether I have your title correct or not, but anyhow we will get the job done, I hope.

We have closed with Great Lakes Naval Station for a basketball game in Kansas City on January 30. I talked with Gene Zachman and asked him to hold January 29 and 30. He confirmed it with a letter. Now I find that Great Lakes is to play Missouri at Columbia on January 29, and we will meet them on the 30th in Kansas City. So if you will draw up contracts similar to the one that Gene drew up with me last year when Great Lakes played us in Kansas City then we will have the date set and everything will be closed for January 30.

What I had talked to Gene about was to have Oklahoma Aggies and Kansas meet Great Lakes and Bernie Bierman's naval team in Kansas City on January 29 and 30. We would play Great Lakes one night and the Marines the next night, with the Oklahoma Aggies alternating with a service team. But Edwards' closing on January 29 at Columbia blew that up.

We will still try to arrange a double header with Hank Iba if we can keep the dates clear.

Now, I have talked to J. B. "Red" Anderson, of Rock-hurst, and they want to play Kansas in Kansas City. I thought we might make some money by playing those fellows in early December in the Auditorium. I believe Rockhurst has enough following among the Catholic men in Kansas City and Kansas has enough to draw a pretty good crowd in a very early season game. I believe we could make some money for all of us. What do you think about it? On May first I wrote Clyde Baker and sent him a notation regarding the possibility of playing Rockhurst.

We had tentative dates here with Creighton on December 15 or 16, but I am not at all sure about those dates. We do have a date closed with the University of Iowa here at Lawrence on December 21. If we play Creighton here on December 15 or 16, I would like to play Rockhurst a few days earlier in Kansas City, but if we do not play creighton here on either of those dates then we would like to play Rockhurst about that time. We should be able to close shortly with Creighton, and I am tentatively writing you of that so that as soon as we have the dates with Creighton straightened out we can get together with Rockhurst.

Of course, what I am anxious to do is to close the date with you at Municipal Auditorium as soon as possible so that we may build upon the publicity as soon as basketball season starts next late fall or early winter.

Sincerely yours,

FCA: AH

Director of Physical Education and Recreation, Varsity Basketball and Baseball Coach.

Mr. Harold J. Mould, Argentine High School, Kansas City, Kansas.

Doar Mr. Mould:

Your band did wonderfully well, and we greatly appreciate your playing for us. Thank you so much.

Cordially yours,

PCA:AH

Director of Physical Education, Varsity Basketball Coach.

#### ARGENTINE HIGH SCHOOL

22ND AND RUBY AVENUE

J. C. HARMON

Kansas CITY, Kansas December 3, 1942

J. C. SHANKLAND

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

Dr. Allen:

Your letter received yesterday and also read the one you sent Mr. Ash. I suspected a "nigger in the woodpile" last week when I called Mr. Lower and he was so free with his sarcasm about who was in charge of the affairs, in the role of Lt. Gardner.

I am glad everything is straightened out and I understand that we are to have our majorettes at the halftime of the big game and that we will take care of the situation as your own band would for you.

Oh yes, Lt. Hart, he pronounced it Hawt, called me from Olathe today and just didn't know whether he could use our band or not. He had the letter I had written Lt. Gardner last week when I was given to understand that he was in charge. I told him he was a couple days behind as everything was settled last Tuesday about our band and what we were to do. He turned out to be very nice after I put a little sarcasm in to match his. Our plans will coincide with what you wanted. I understand they are bringing their band, 25 negroes, but we will take over for you and at the half time. They will take care of the flag rasing program.

I appreciate what you have done for us and hope that I can return the favor some time.

farold J. Mould

Instrumental Instructor

J. C. HARMON PRINCIPAL

J. C. SHANKLAND VICE PRINCIPAL

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

Dear Dr. Allen,

We are very pleased to be able to play the preliminary for you on December 5. Our kids will have the opportunity to see some good basketball. Thanks a lot. Dr. Allen regarding the officals I would suggest the following Ed. Hess Kansas City, Stanley Michaels Kansas City, and Clifford Odgen Kansas City, also Roscoe Brown Kansas City.

Sincerely yours,

B B Coach Argentine High School

CONRAD H. MANN, CHAIRMAN OF BOARD SAMUEL J. WHITMORE, EXECUTIVE VICE PRES. BARNEY L. ALLIS, PRESIDENT & GEN'L MGR.



BALTIMORE AVENUE AND TWELFTH STREET TRIANON HOTEL CO.

Kansas City, Mo.

November 30, 1942

Dr. Forest C. Allen University of Kansas Lawrence, Kansas

Dear Doctor Allen:

We have reservations for the Kansas Basket Ball Team for Saturday, December 5th.

I would appreciate your letting me know as soon as possible just how many boys you will have and what accommodations you will require, also the approximate time of your arrival, as due to the Teacher's Convention and general week end business we will be filled to capacity so it is best we know ahead of time just what you will need.

Sincerely yours,

Elmer F. Hier

Assistant Manager

EFH: GH

Mr. Harold J. Mould, Argentine High School, Kansas City, Kansas.

Dear Mr. Mould:

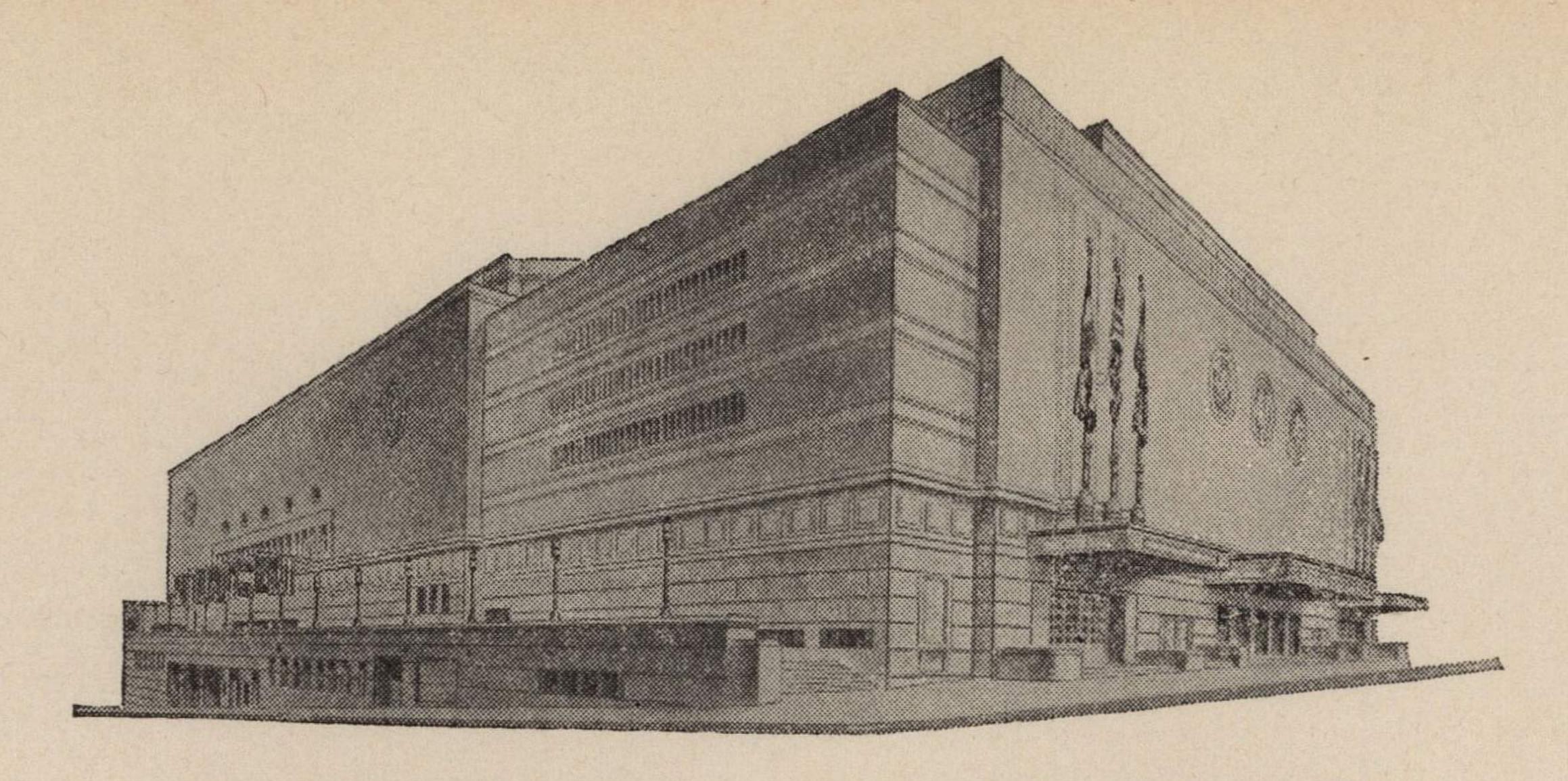
will be at the basketball games in Municipal Auditorium in Kansas City on December 5th, also, but your band is our band, and we want you to play for us. We expect to have our cheerleaders there, and when we come out on the floor we would like for you to play the Crimson and the Blue and I'm A. Jayhawk.

We won't have charge of the stunts between halves, so we will have one of our people work with you and let you know when to play for us. But the "Clipper" band will take care of their people.

Cordially yours,

Director of Physical Education, Varsity Basketball Coach.

PCA:AH



MAIN ARENA
12,000 seating capacity

MUSIC HALL
2,572 seating capacity

LITTLE THEATRE
600 seating capacity

EXHIBITION HALL
120,000 square feet

COMMITTEE ROOMS (23)

seating capacities 25 to 500

#### MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

LOUIS G. LOWER, Director C. B. HOFF, Ass't Director

November 21,1942.

Dr. Forrest C. Allen University of Kansas Lawrence, Kansas

Dear "Phog":

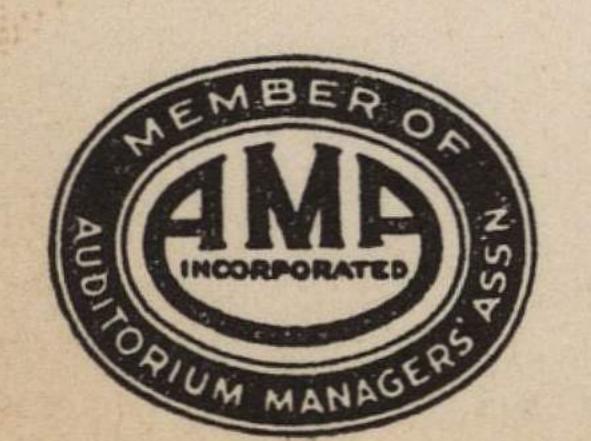
There will have to be a change in the preliminary game, December 5th for numerous reasons, all of which have to do with not only the first game the Navy team plays here but extends to all of their games.

It will be necessary to have as a part of the double header between your team and the Navy "Clippers", "Schooley's" and "St. Benedicts". Jack Gardner feels that this is extremely necessary due to the fact that it ties in with the plans for their eight games scheduled here.

Sincerely yours,

Louis G. Lower, Director.

LGL: EH



Mr. Ed A. Ash,
Basketball Coach,
Argentine High School,
Kansas City, Kansas.

Dear Eddie:

We are asking the hall management to use the same officials for the St. Benedict's-Schooley's game and the high school game, but we want officials agreeable to the high school people.

We are sorry that Jack Gardner forced in the St. Benedict's-Schooley's game, but since it is his home floor we couldn't very well change the thing without putting ourselves in the wrong light. We had arranged this high school game, then they pushed in this other game. But Jack Gardner scrimmages against St. Benedict's and Schooley's all the time, so there is a Senegambian in the woodpile.

Sincerely yours,

FCA: AH

Director of Physical Education, Varsity Basketball Coach.

## ROCKHURST COLLEGE ROCKHURST ROAD AND TROOST AVENUE KANSAS CITY, MISSOURI

DEPARTMENT OF

PHYSICAL EDUCATION

November 20th, 1942

Dr. Forrest C.Allen Kansas University Lawerence, Kansas

Dear Dr. Allen,

I thought I should write and acquaint you with the fact that I am to coach Basketball at Rockhurst this year, due to the fact that "Red" Anderson's duties have been increased at the Faultless Laundry.

Father Paul Smith, the Faculty Athletic Director, is under the impression that you have made most of the arrangements for the game to be played between K.U. and Rockhurst here in K.C. on Denember 11th, som I would like to ask a few questions concerning the game and would appreciate hearing from you at your earliest convenience regarding this matter.

Have financial arrangements been made with Ward High and Rockhurst High about the preliminary game?

Have you obtained officials and how about tickets and advertising?

What do you think about a band? ours band is "terrible" and would suggest that we ask Ward High Band if you care to have one.

We shall be glad to do anything we can to facilitate matters so do not hesitate mto call upon us.

Hope we will have a good enough team to make an interesting game.

With kindest personal regards, I am

Sincerely yours,

Lew Lane, Athletic Director

### ROCKHURST COLLEGE ROCKHURST ROAD AND TROOST AVENUE KANSAS CITY, MISSOURI

November 21

F.C. Allen University of Kansas Lawrence, Kansas

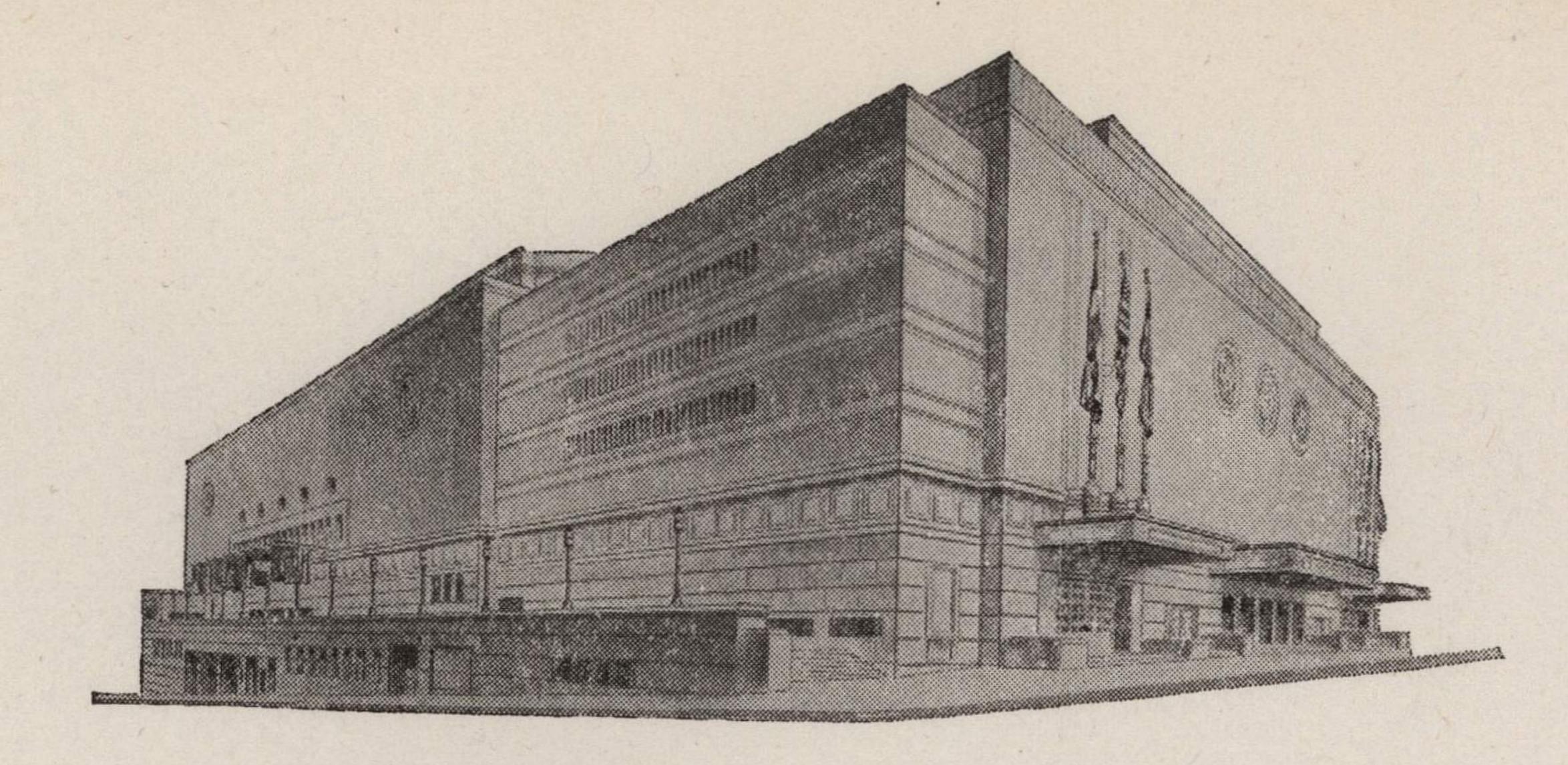
Dear Mr. Allen,

With regard to your letter of November 16, I think that one band at each game will be sufficient. If the Argentine band plays on December 5th date, I will ask for the Rockhurst band on the December 11th date.

I will cooperate with Mr. Lower in every way possible.
As to the Officials, no doubt you would prefer Kansas
Officials. I suggest Ed Ellis. I believe there will be no difficulty in agreement in this matter.

Sincerely yours,

St. R. Luckte, S.J.



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LITTLE THEATRE
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EXHIBITION HALL
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COMMITTEE ROOMS (23)
seating capacities 25 to 500

#### MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

LOUIS G. LOWER, Director C. B. HOFF, Ass't Director

November 21,1942.

Dr. Forrest C. Allen University of Kansas Lawrence, Kansas

Dear Phog:

Enclosed you will find a copy of my letter to George Edwards which is self-explanatory. Hatch Welsh was in the office when I talked to Mr. Edwards and he assured me that there would be no hitch in these arrangements being approved by the Athletic Department. I am sure you can definitely count on their approval. I have notified Jack Gardner today.

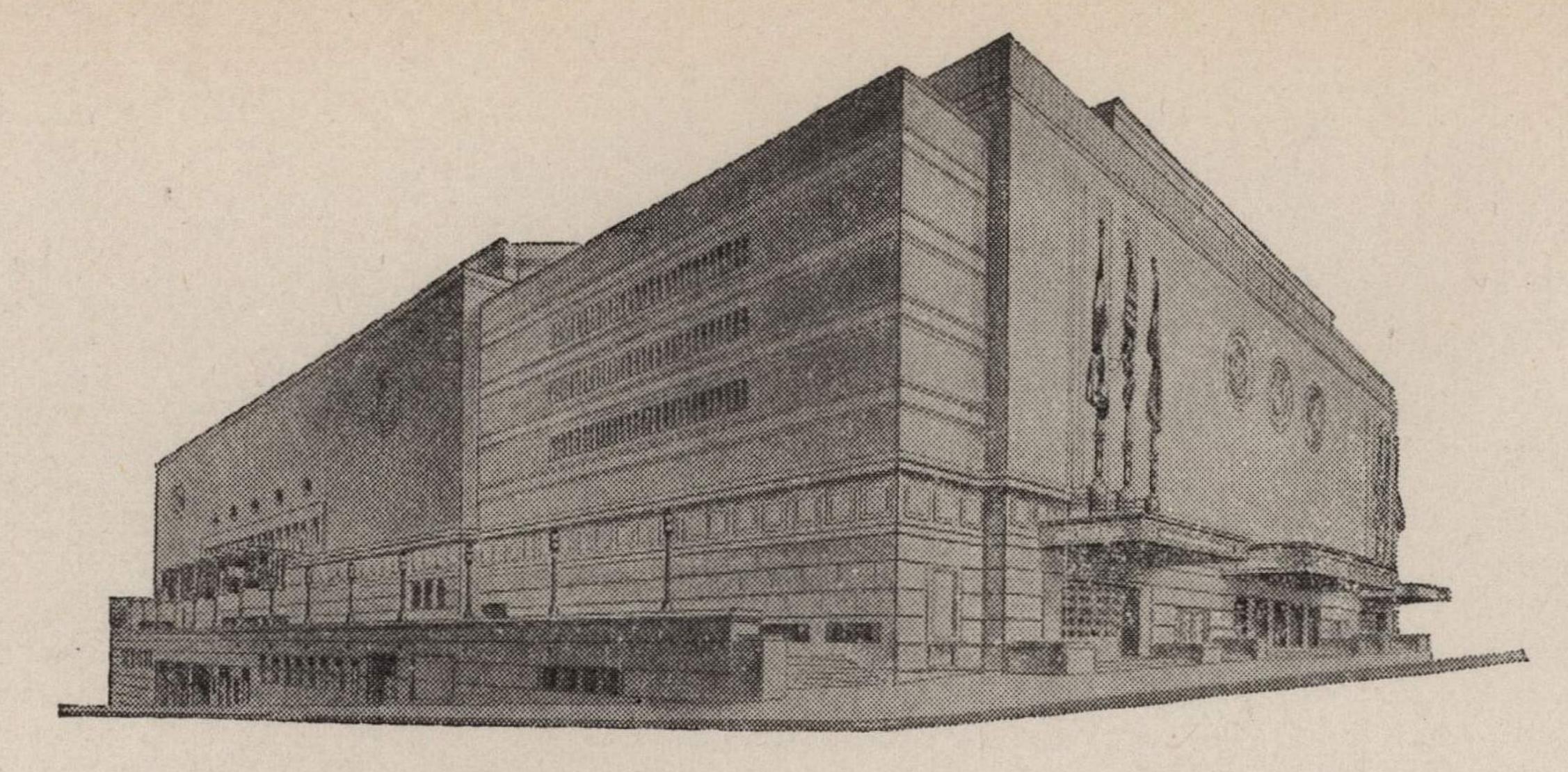
Sincepely yours

Louis G. Lower, Director

LEL: EH

Enc: letter





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### MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

LOUIS G. LOWER, Director C. B. HOFF, Ass't Director

November 21,1942.

Mr. George Edwards University of Missouri Columbia, Missouri

Dear Mr. Edwards:

This is to confirm our telephone conversation of yesterday regarding the substitution of the Navy "Clippers" of Olathe, Kansas for the Iowa Pre-Flight team originally scheduled to meet your team at Kansas University in a double header, January 29th and 30th.

It was my understanding over the phone that you are in accord on this substitution, but prefer to have the approval of your athletic managers. Dr. Allen and Jack Gardner are both agreeable to this arrangement. Please advise me or Dr. Allen, if you prefer, as to your department's acceptance of this substitution.

Sincerely yours,

Louis G. Lower, Director.

LGL: EH

Dr.F.C.Allen V Jack Gardner



Mould, director of the Argentine band, in leading the Rook Chalk yells and songs.

I will appreciate it if you will have four passes for them so that they can be admitted. Hiss Krehbiel will have a cerbon copy of this letter to present at the window.

Very sincerely yours,

Director of Physical Education, Varuatty Baskethall Coach.

FGA: AH

Mr. Harold J. Mould, Argentine High School, Kansas City, Kansas.

Dear Mr. Mould:

I am enclosing a carbon copy of the letter I have sent to Mr. James Nixon of the Municipal Auditorium concerning floor passes for our cheerleaders.

Miss Krehbiel and Mr. Know will get in touch with you about the songs and yells for our game.

Very cordially yours,

FCA:AH

Director of Physical Education, Varsity Basketball Coach.