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 Auditorunion 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

rental in case said premises shall not be so relet. 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, 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

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

erein sectified, and inothe event of any such occurrence prior to the beginning of the terix of this lease, the

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 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 of the time covered by Line cognact and lease; or to charge a he Director of the Auditoriual id business in the busing, without the written consent of nd the Ussee shall not engage in any E 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

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

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 said premises and hold the said the said bessor may re-enter the said premises and hold the said the said bessor may re-enter the said premises and hold the said the said bessor may re-enter the said premises and hold the said the said bessor may re-enter the said premises and hold the said the said bessor may re-enter the said premises and hold the said the said bessor may re-enter the said best re-enter the said bessor may re-ente 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 to be paid.

This agreement shall bind the parties and their respective heirs, executors, administrators and assigns.

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 IN WITNESS WHEREOF, the city of Kansas City, Missouri, a municipal corporation, represented in

Party of the Second Part,