

BASKETBALL GAMES  
Arena - January 29, 1942.

DATE January 29, 1942.

PORTION RENTED  
Arena  
PURPOSE  
Basketball Games

DEPARTMENT OF  
MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

Lessor,

TO

Dr. Forrest C. Allen

Director of Physical Education

University of Kansas

Lessee.

RENTAL

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.

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

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

interested in any mutual enterprise but are to each other lessor and lessee respectively, and occupy that status

The party of the first part and the party of the second part hereby agree, stipulate, and recognize that in

and the said lessee shall notwithstanding said re-entering, pay the full amount of said rental as herein agreed

and estate therein, remove all persons therefrom, and resort to any legal proceeding to obtain such possession,

said term has fully expired, and the said lessor may re-enter the said premises and hold the same as of its

of the lessor, shall cease and terminate and the relation of the parties shall be the same in all respects as if

of 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 aforesaid specified, or if any default is made in the covenants

10. And the said lessee further covenants, agrees and understands that if any default is made in the

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 thence to go

said contract and lease; further said lessee assumes the duty of disclosing to said lessor whether or not the

Director of the Auditorium, or 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 misrepresentation 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

12. The lessee hereby agrees that the lessor has the undivided right to cancel this contract and lease

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

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

ponding of the employees of the lessor in the handling of the box office receipts. The lessee further agrees

and further the lessee promises to do no act that will prejudice the insurance of the lessor concerning 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 the

amount to cover the cost of removing such effects or the cost of such additional rental

effects to the lessee, and they are not immediately removed, and the lessee agrees to pay to the lessor an

additional rental at the same rate per date provided in this contract and lease, or to charge a

within it by the lessee after the expiration of the time covered by this contract and lease, or to change a

13. That the lessor reserves the right to remove from the premises any effects of whatsoever nature

the Director of the Auditorium, and the lessee shall not engage in any other business in the premises without the written consent of

food, confectionery, drinks, cigars, cigarettes, and other such articles, and the lessee shall have the right to conduct check stand

13. That the lessor, through its duly appointed agent, reserves the right to sell refreshments, including

where the lessee has, in compliance with this contract and lease, entered into a sub-lease or sub-contract.

any and all such sub-lease, and the lessee shall be held responsible for the performance of the same, and in case

of any such sub-lease, the lessee shall be held responsible for the performance of the same, and in case