

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 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 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.

KANSAS CITY, MISSOURI

By

*Louis J. Lower*

Municipal Auditorium Director.

This contract is subject to clause # 17 which is on the back of this contract.

Director of Athletics, University of Kansas.

By

*Swain Henry*

Party of the Second Part.