

BASKETBALL GAMES  
Arena-December 11, 1942.

DATE December 11, 1942.

PORTION RENTED  
Arena

PURPOSE  
Basketball games

DEPARTMENT OF  
MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

Lessor,  
TO  
Mr. Gwinn Henry  
Director of Athletics  
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 manner herein provided and to each other lessor and 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

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

mer 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 lot

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

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

disclosure makes this contract and lease voidable at the election of the lessor.

11. And the said lessee further covenants, agrees and understands that it shall not be held in said leased premises 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, 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 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

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.

13. 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

boning 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 produce the maintenance 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 if written notice is given to remove such

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 building all effects of whatsoever nature left

the Director of the Auditorium.

and the lessee shall not engage in any of the following business in the building without the written consent of

food, confectionery, drinks, cigars, cigarettes, or other such articles, and the lessee shall have no right to conduct check stand

12. That the lessor, through its authorized agent, agrees the sole 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 claims for such damages or injuries shall be against the lessee, and in case

stance, by the lessee, in the event of any such occurrence prior to the beginning of the term of this lease, the

may and the lessee shall not engage in any of the following business in the building without the written consent of

and employees in the building, and no other persons, except those of the general public the

or injury that may be caused by the lessee, or to the property of the lessor, or to any other person

11. That the lessor and its employees, servants and agents shall not be responsible for any damage

or compensation because of any such termination.

this lease shall not become effective; and in either event, said lessee hereby waives and claims for damage

herein as provided, and in the event of any such occurrence prior to the beginning of the term of this lease, the

the lessee shall pay rental for said premises up to the number of points 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 claim instructions, shall render the termination of this lease by the lessor, and in such event

fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, lockouts, boycotts

10. That in case the Municipal Auditorium Building, or any part thereof, shall be destroyed or damaged by

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 lessor, on demand,

ing said premises, and then to the payment of the rent due under this contract and lease; the surplus, if any,

thereof, applying the same, first to payment of such expenses as may be incurred in re-entring and relet-

thereof, 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

8. That if the said premises, or any part thereof, shall become vacant during said term, the lessor or

him, 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