

BASKETBALL GAMES
Arena - January 30, 1943.

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.

and on behalf of Kansas City, Missouri, and the Lessee has signed the same in duplicate the day and year first this contract by its Auditorium Director, has caused this contract to be signed by its Auditorium Director, for 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, only, interested in any mutual enterprise but are 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-entering, pay the full amount of said rental as herein agreed not 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 same as of its for- 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 of 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 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, 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 and that 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, if written notice is given to remove such within 10 days by the Lessee after the expiration of the time covered by this contract and lease; or to change an

13. That the Lessor agrees to remove from the building all effects of whatsoever nature left the Director of the Auditorium and the Lessee shall not engage in any business in the building, without the written consent of food, confectionery, drinks, cigars, or other such articles, and the right to conduct check stand, 12. 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 claims for such damages or injuries in cases both where the Lessee is the actor and in case stance, and said Lessee hereby expressly releases the Lessor from said losses and agrees to indemnify it against may arise said leased premises, or of the property of the Lessee, or to the property of the Lessee's agents, servants, and employees, or to the property of the Lessee, or to the property of the Lessee's agents, servants, or injury that may happen to the property of the Lessee, or to the property of the Lessee's agents, servants, or of any other cause, or if any other casualty or unforeseen occurrence, including strikes, lockouts, boycotts or combinations, or any such termination.

11. That the Lessor and its employees, servants and agents shall not be responsible for any damage or combination, or any such termination, this lease shall not become effective; and in either event, said Lessee hereby waives and claims for damages herein specified, and in the event of any such occurrence prior to the beginning of the term of this lease, then 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 begin prior to any such occurrence, and said misrepresentations, and releases the Lessor from the responsibility of this lease for the Lessor's agents, servants, or of any other cause, or if any other casualty or unforeseen occurrence, including strikes, lockouts, boycotts or combinations, or any such termination.

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 let, herein contained be construed in any way to affect the obligation of the Lessee to pay the full amount of said to let or attempt to let the said premises nor does the Lessor assume any such duty, nor shall anything from such letting; 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, therefor, applying the same, first, to payment of such expenses as may be incurred in re-entering and reletting therefor, and may at its own option let 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 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 Auditorium 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

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DEPARTMENT OF MUNICIPAL AUDITORIUM

KANSAS CITY, MISSOURI

Lessor,

TO

Dr. Forrest C. Allen

Director of Physical Education, Kansas Un.

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