

September 14th, 1935.

SATURDAY, SEPTEMBER 14th, 1935.

Pursuant to recess heretofore taken, the Board of County Commissioners re-convened at the hour of 11:00 o'clock A.M., with all members present: John H. Miller, Chairman; J. B. Gray and Harry L. Hopkins, members. Andy Stokes, County Clerk.

Reading of the minutes of the previous meeting was dispensed with and there being no objection to the same they were ordered to stand approved.

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the Chairman be and he is hereby instructed to sign the following Building Lease. Motion carried.

BUILDING LEASE

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

This Indenture and Lease, made in duplicate, this 14th day of September, 1935, by and between International Petroleum Exposition & Congress, party of the first part, (hereinafter called party of the first part, whether one or more,) and Tulsa County Commissioners, party of the second part, (hereinafter called party of the second part, whether one or more.)

Witnesseth: That the party of the first part, for and in consideration of the rents, covenants and agrees hereinafter contained, does, and by these presents, demise, lease and rent for a period of covering the complete period of time that the Four State Fair is in progress The Texas, California and all other buildings located inside of the fence which surrounds the grounds known as the "International Petroleum Exposition and Congress" grounds.

The party of the second part, for and in consideration of the use and possession of said premises for said period, does hereby agree to pay unto the party of the first part, the sum of One Dollar (\$1.00) and other good and valuable considerations, ~~xxxxxxx~~
~~xxxxxxx~~

The party of the second part further agrees to keep and maintain all portions of the building let to him by the terms of this contract, in as good state of repair as the same are turned over to him, natural wear and tear alone excepted, and to hold said first party free from any and all expense in the maintenance and occupancy of said building including bills or assessments for light, heat, water, and any other expenses, and the said second party agrees to make all repairs in said building necessary to its use and occupancy, including the repairing to plumbing, papering or repairing or re-papering any portion of the property here let, and the second party agrees to hold said first party from any and all expenses of any kind incidental to the use and occupancy of said building.

The party of the second part further agrees to hold free and harmless and does hereby release said first party from any and all damages that occur to the contents of any portion of the building here let, during the term granted.

The party of the second part agrees not to use said building, or any portion thereof, for any purpose that will increase the insurance rate or risk on said building, or for any purpose prohibited by the Statutes of the State of Oklahoma or the ordinances of the City of Tulsa.

It is understood and agreed, that time is the essence of this contract, and should the party of the second part default in the payment of any installment or the principal sum herein named, the total principal sum shall become immediately due and payable and the party of the first part shall be entitled to the possession of the premises, at his option, and the property of said second party therein contained, and may sell and dispose of said leasehold and said property of said second party at public auction, and the party of the second part shall be liable to the party of the first part for the remaining sum unpaid and the expenses incident to the collection thereof.

It is further understood and agreed that the property herein leased will be used for display purposes, and other things necessary for the conducting of a fair, and for no other purpose, and this lease shall not be assigned or sublet without the written consent of the party of the first part.

It is further provided that in the event of the assignment to creditors by the party of the second part, or either of them, or the institution of bankruptcy proceedings against the party of the second part, or either of them, such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall immediately, by such act or acts, pass to the party of the first part, at his option.

The party of the second part further agrees that after the expiration of the time given in this lease, without notice from the first party, to give possession of said portion of said building to said party of the first part, loss by fire along excepted. The destruction of the building on said premises by fire shall work a termination of this lease.