

October 15th, 1935.

For the holding and conducting of a walkathon and floor show and other entertainment, same being sponsored by the Shrine Patrol of Tulsa, Oklahoma, the terms and conditions upon which said leasing is made are as follows, to-wit:

1. Party of the second part shall pay to party of the first part upon the signing of this contract the sum of \$500.00. Before the opening of said walkathon and entertainment as hereinbefore provided, and on or before November 10, 1935, party of the second part shall pay to party of the first part the additional sum of \$1,900.00.

2. It is expressly agreed and understood that said sum of \$1,500.00 hereinbefore provided is to be paid with the understanding and agreement that party of the first part shall have the option of either accepting said sum in full payment or of receiving 5 per cent of the gross receipts of party of the second part from gate admissions and reserve seat charges.

3. Party of the second part shall have the privilege of making changes inside of the portion of said building hereby leased to make same suitable for use, all of such changes to be made at the expense of the party of the second part, and under the supervision and control of party of the first part. Party of the second part further agrees at the expiration of the term of this lease, to replace said leased portion of said building in the same condition as the same now exists ordinary wear and tear excepted, same to be done at his own expense, and such replacement to be guaranteed in the following manner.

The parties hereto shall agree upon a contractor to replace said building in its present condition at an agreed price, and the party of the second part shall deposit with party of the first part the sum so agreed upon, same to be paid to said contractor when said work replacement is completed.

4. Party of the second part shall furnish his own gas lights and water at his own expense, and make all arrangements therefor, and agrees to hold party of the first part free and harmless of and from any liability therefor.

5. Party of the second part shall furnish and pay for all police protection during the term of said lease and all police patrols for said building, and that portion of the grounds used in connection therewith, including all parking space used for automobiles.

6. Party of the second part agrees to pay party of the first part any increase in fire insurance rates on said building which may be caused by his occupancy thereof for the purpose herein stated.

7. Party of the second part herein assumes full responsibility insofar as party of the first part is concerned for any and all damages or injuries to persons or property, occurring in or around said premises during the occupancy of same by party of second part for the purposes hereinbefore stated, and specifically agrees and binds himself to hold party of the first part free and harmless of and from any liability for any such injuries to persons or property.

Party of the second part agrees to protect party of the first part against the liability mentioned in preceding paragraph by taking out liability or indemnity insurance, which said insurance shall provide against liability for damages to the extent of \$10,000.00 where one person is injured and against liability to the extent of \$20,000.00 where more than one person is injured, with suitable provisions in such insurance policies to protect party of the first part as provided in preceding paragraph hereof.

IN WITNESS WHEREOF the party of the first part has accepted this contract to be signed in its name by its president, and party of the second part has hereinto signed his name, this contract to be approved by the Board of County Commissioners of Tulsa County, Oklahoma, by its chairman, this 15th day of October, 1935.

BOARD OF DIRECTORS OF TULSA
FOUR STATE FAIR.

BY: E. L. MORGAN, President
Party of the First Part.

HAL J. RCSS
Party of the Second part.

APPROVED:
BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA.

BY: JOHN H. MILLER
Chairman.

It is further agreed that if second party is unable to procure such insurance then said party of the second part agrees to pay premium on like insurance taken out by party of first part.

H. J. R.