

was seconded by Mr. Bohnefeld. The Chairman ordered the Resolution read:

R E S O L U T I O N

BE IT RESOLVED, That the Chairman of this Board be, and he is hereby authorized, for and on behalf of the Board of County Commissioners, to enter into and execute the following Contract:

C O N T R A C T

THIS CONTRACT, MADE THIS 27th. day of March, 1933, by and between the Board of County Commissioners of Tulsa County, Oklahoma, party of the first part, and the TULSA BASEBALL CLUB, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That first party in consideration of the covenants and agreements herein-after set forth, by these presents, agrees to permit second party to use the Grand Stand and Infield of the Tulsa State Fair Grounds for baseball purposes for the baseball season of 1933, season beginning April 1, ending September 14, and second party in consideration of the terms herein set forth, agrees to pay to first party as rental for said use, the sum of \$2,500.00, payment to be made as follows: \$1,250.00 April 15, 1933 and \$1,250.00, June 1, 1933.

It is further agreed that the second party shall not assign this Contract without the written consent of the first party, and it is also agreed that upon the failure of second party to pay the rentals, or any part thereof, as herein provided, or otherwise comply with the terms and conditions of this contract, then first party may declare this contract at an end and void.

It is further agreed that second party may grade and grass the playing field and make all necessary improvements for playing baseball such as building fence for enclosing playing field, putting in reserve seats and any other improvement second party may deem necessary, the expenditures for these improvements to be borne entirely by the second party and at no cost whatever to first party, it being distinctly understood that this real estate and the grand stand buildings thereon belong to the County of Tulsa, Oklahoma, against which material men's or laborers' liens may not be imposed.

It is further agreed that second party is to have complete control of the Grand Stand and playing field during the 1933 baseball season and to have all concessions and retain all the receipts from the stand and playing field during the 1933 season in so far as same are incident to baseball, first party reserving the right to exclude any concessions or stands which it may deem improper or operating in violation of law. It is agreed that second party shall use Grand Stand and playing field for no other purpose than baseball and that the concessions shall be only those usually incident to baseball.

It is agreed that first party will allow free parking upon its grounds under such regulations as it may impose.

It is agreed that second party will construct no billboards or score boards except such as may be permitted by said first party.

It is further understood and agreed that second party will employ a competent watchman and caretaker during the baseball season and will take care of park expense such as water and lights used in the operation of the ball park, and will hold first party harmless against any injury to players, spectators or others occasioned by its use of said grand stand and grounds, and second party is to carry insurance to protect all accidents that may happen on the premises with any reliable insurance company.

It is agreed that second party shall have access to the present showers and dressing rooms under the Grand stand and agrees to keep same in clean and sanitary condition and leave same in as good condition as when taken.