

March 1, 1949

It is further understood that Ervin Wolfe is to install his own reflectors and lights upon the Midget Race Track and upon the termination of this lease is to remove same at his own cost and expense, the tracks as built and maintained to remain the property of the Board.

Ervin Wolfe agrees to pay the Board all amounts due it, each week, and not later than the next secular day following any performance or racing event.

Ervin Wolfe agrees, as part consideration hereof, to procure and carry during the term of this lease, Public Liability and Property Damage Insurance with \$20,000.00 and \$10,000.00 limits respectively, and to furnish the Board with Certificates showing said insurance, and agrees to hold the said Board and Tulsa County harmless from any liability of any kind or character whatsoever.

It is understood that all parking privileges go with the lease, but that lessee, Wolfe, may not charge patrons for parking. Ervin Wolfe shall designate a certain portion of the premises immediately adjacent to the Grandstand for parking purposes, but it is agreed that parking facilities and space will be under his direct control and he agrees to maintain a proper person to be in charge thereof, if necessary, and the Board and Tulsa County shall be held harmless from liability in the said Wolfe's maintenance of said parking facilities.

It is understood that the Board specifically reserves to itself and specifically retains concessions on all drinks and eats, with the privilege of making such separate contract with respect to such concessions as it shall deem advisable.

It is understood that the Board specifically reserves to itself exclusive horse race privileges.

It is further understood that the failure of Ervin Wolfe to make payment within thirty (30) days of each performance, or the violation of any of the terms of this lease contract, will automatically operate as a cancellation of this lease and immediately entitle the Board to recover of and from Ervin Wolfe and his surety, any balance due the Board under this contract or the guaranteed amount in this contract provided.

It is distinctly understood that each Saturday night during the term of this lease shall be designated and known as MIDGET AUTO RACE NIGHT", except during Exposition and Fair week, inasmuch as during that week the property is reserved to the Board for Fair and Exposition purposes.

It is understood that the Board is not to have any control over or attempt to supervise said Wolfe's business or use of the grounds or grandstand, or of said Wolfe's employees, and in this connection, Ervin Wolfe agrees to hold the Board and Tulsa County harmless from liability as a result of his operation of the premises for the purposes provided for herein.

The terms and conditions of this lease shall be binding upon the heirs, administrators, executors, successor and assigns of the parties hereto, provided, however, that Ervin Wolfe may not and shall not assign or transfer this lease or any rights hereunder, except on written consent and approval of the Board.

The prior year's lessee will be granted fifteen (15) days from the date of acceptance of this lease by the Board to exercise such right as he may have to remove his equipment. Thereafter Ervin Wolfe will be granted permission to make improvements and installations as may be agreed upon preparatory to the racing season. If for any reason the Board is unable to give Ervin Wolfe possession by March 15, 1949, Ervin Wolfe, at his request, will be released from this contract, his performance bond returned, and thereafter neither party shall have any further claim one against the other by reason of the proceedings and transactions so had. If restrained by court action said parties will be excused from performance during the period of any court order and neither party shall have any claim one against the other by reason of loss or damage occasioned by injunction or other court action, nor shall any such court action become a basis of any action for damages or suit for forfeiture or cancellation.

It is understood that this lease agreement is without force or effect until ratified and approved by the Board of County Commissioners of Tulsa County, Oklahoma.

TULSA COUNTY FAIR AND EXPOSITION

By (Sig.) H. C. Gray
President

Party of the First Part

By (Sig.) Ervin Wolfe
Party of the Second Part

ATTEST:

(sig.) Letitia Dabney
Secretary