

March 8th, 1934

WHEREAS, the party of the first part has control and charge of said above described property; and,

WHEREAS, the party of the first part is desirous of having a stadium or grandstand built where baseball, football and other sporting events may be held and where Tulsa County public schools may hold athletic contests and festivals of various kinds, and is anxious to have this stadium or grandstand built on the hereinabove described premises; and,

WHEREAS, the party of the second part is desirous of a location where it may play and conduct professional baseball games and engage in other sports, and is willing to erect a stadium or grandstand for the above purposes; and,

WHEREAS, the party of the second part is the owner of a lighting plant suitable for playing night baseball and is the owner of other property which could be utilized in the erection of such a stadium or grandstand, and is making arrangements to finance the building of said stadium:

IT IS, THEREFORE, UNDERSTOOD AND AGREED, by and between the parties hereto that the party of the second part will furnish the lighting system and such other material and equipment as it has that can be used in the completion of said stadium, and will finance the completion of a stadium or grandstand suitable for the above purpose of professional baseball; and, in consideration thereof, the party of the first part hereby agrees to lease said above described ground to the party of the second part for a period of ten (10) years, at an annual rental of One (\$1.00) Dollar per year, said lease to expire October 1, 1944.

It is further understood and agreed that in addition to the above described property leased, the party of the first part agrees to allow free parking on its grounds under such regulations as it may impose.

It is further understood and agreed, by and between the parties hereto, that should it become necessary for the party of the second part to borrow funds which to complete this venture, then in that event, party of the first part consents and agrees that the equipment and materials placed in said park, including the stadium or grandstand, may be mortgaged as security for the payment of such loan as may be necessary.

It is further understood and agreed that until the indebtedness obtained by such loan is paid in full, the party of the second part is to have an exclusive lease on the stadium and park and to retain any revenue or income derived from the operation of said park by leasing it for sporting events or otherwise, and is to use said revenue so derived to retire the indebtedness due, and that when said indebtedness is retired, then, and in that event, the party of the second part is to have an exclusive lease on said premises for the purposes of professional baseball games only from the 15th day of March to the 1st day of October, each year, for the entire life of this lease. During the time from March 15 to October 1, each year, the party of the second part is to have absolute and exclusive control of said park, but the party of the second part agrees that so long as it does not interfere with the business of the party of the second part, it will permit the public schools of the County and party of the first part to use said park in which to hold field meets, baseball games and other activities, without charging or reserving any rent therefor, except such as may be necessary to pay the operating expenses of the park during the time so rented, and further agrees to lease said premises, when possible, for wrestling, boxing matches, professional football and other events during said period from March 15 to October 1, and so long as the leasing or renting of the premises to outside interests does not interfere with the playing of regularly scheduled baseball games, and that the rental derived from such use, less the necessary operating expenses, shall be paid to the party of the first part.

It is further understood and agreed that the secretary of the Board of Directors of Tulsa Exposition and Free Fair and the secretary of the Tulsa Baseball Club shall work jointly in the renting of said premises during said period of time to fix the amount charged therefor and the condition under which the same may be leased or rented.

It is further understood and agreed that during the time the party of the second part has control of said park, it shall have complete control of the grandstand and playing field and shall have all concessions and shall retain all receipts from the stand and playing field insofar as the same are incidental or beneficial to the business of the party of the second part, first party reserving the right to exclude any concessions or stands which it may deem improper or operating in violation of law.

It is further understood and agreed that the park, when completed, will be known and designated as the Tulsa County Stadium.

It is further understood and agreed that the second party will employ^a/competent watchman and caretaker during the baseball season and will take care of such park expense as water and lights used in operation of said ball park and will hold ~~party~~ first party harmless against any injury to players, spectators or others occasioned by its use of grandstand and grounds, and that second party will carry liability insurance for protection against all claims for accidents which may be alleged to have happened on the premises, and will also carry fire and tornado insurance on the buildings and improvements, said insurance to be taken out in some reliable insurance company, and further agrees to make all necessary repairs necessitated by the operation of the park by the party of the second part, and to hold party of the first part free from such expenses.

It is understood and agreed that as soon as the mortgage indebtedness, if any, is paid off, then and in that event, the party of the first part will hire a competent watchman and caretaker of the property from October 1 to March 15, each year.