

**Kansas Athletics Inc.
Facility Use Agreement**

THIS AGREEMENT, made and entered into this 27th day of September, 2017, by and between the Kansas Athletics Inc., hereinafter referred to as "Athletics," and, American Cancer Society hereinafter referred to as "Lessee."

Terms and Conditions

1. Athletics agrees to lease Rock Chalk Park - Track to Lessee for the sole purpose of Relay For Life of Douglas County 2018, held on June 8, 2018.
2. The Lessee agrees to furnish everything necessary to conduct the Relay For Life of Douglas County not hereinafter agreed to be furnished by Athletics, and agrees to pay Athletics, as and for the rental of said premises the sum of 320 Dollars (\$ 320).
3. **Labor.** In addition to the rental fee described in paragraph 2 above, Athletics shall furnish the following personnel and equipment as requested by Lessee at the Lessee's expense: building custodial staff, custodial supplies, tables, and folding chairs. In case it is necessary to employ outside assistance in the handling of any displays, supplies or equipment of the Lessee, such employment or labor cost shall be at the sole expense of Lessee, and in case it shall be necessary to employ any extra help, said Lessee shall pay for said extra help. Actual expenses of \$ 680 (see attached cost sheet) are required to be paid by Lessee for extra help in conducting the Relay For Life of Douglas County.
4. **Fire.** In case the space leased hereunder or any part thereof shall be destroyed or damaged by fire or by any other cause beyond Athletics control, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by Athletics impossible, Athletics shall not in any case be held liable or responsible to Lessee for any damage caused thereby.
5. **Control of Facilities.** In renting space to Lessee, Athletics does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same. In the case of consecutive events or simultaneous time frames with other Lessees, (in another part of the facility) full cooperation with the building management is required.
6. **Holdover by Lessee.** In the event the leased portion of said buildings is not vacated by the Lessee on the date above named as the end of the term for which said portions of said buildings are respectively leased to said Lessee, Athletics shall be and is hereby authorized to remove from said buildings at the expense of Lessee goods, wares, merchandise, and property of any and all kinds and descriptions which may be then occupying the portion of said buildings on which the term of the lease has expired, and Athletics shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and Athletics is hereby expressly released from any and all claims for damages of whatever kind or nature.
7. **Removal of Structures.** In the event that any structures are erected by Lessee in any portion of the buildings, the expense of such construction, disassembly or removal shall be paid by Lessee, and all repair of damage to said buildings or furnishings, caused by the construction or removal of such structures shall be paid by the Lessee. All floors are to be protected at the Lessee's expense.
8. **Law Observance.** Lessee agrees that every person connected with Lessee's use of said buildings shall abide by, conform to, and comply with all applicable federal, state, municipal,

15. **Illegal Events.** Lessee shall not conduct or allow any exhibitor or other party to conduct any activity, performance, exhibition, or entertainment in or upon the described premises, which is illegal, or obscene, and should any such exhibition or any part thereof be deemed illegal or obscene, Athletics shall have the right to demand of the Lessee and all exhibitors that they immediately delete such portions of the exhibit, and Lessee shall, immediately upon receipt of such demand, make such changes and require and enforce such changes by all exhibitors.

16. **Insurance.** Lessee will provide the following additional insurance, naming the Kansas Athletics, Inc. as an additional insured. Lessee will provide 10 days prior to using the facility a "Certificate of Insurance" with minimum General Liability insurance coverage and Participant Legal Liability coverage of \$2,000,000 each occurrence and \$2,000,000 aggregate.

IN WITNESS WHEREOF, the authorized representative of each party has signed this Agreement on this 24 day of September, 2017.

American Cancer Society
Carolyn Zeller
Sr. Community Development Manager

By Carolyn Zeller
(Authorized Signature)

KANSAS ATHLETICS INC.
Brad Nachtigal
Associate AD/Operations

By: Brad Nachtigal
(Authorized Signature)