



Addendum A – Facilities Use Lease

1. Event Contact & Marketing Information

Name of Event: Platte County High School Graduation 2024 Contact: Dr. Chad Sayre

Event Dates: May 19, 2024 Contact Phone: 816-858-5420

Company Name: Platte County R-III School District Contact Email: sayrec@platteco.k12.us

Mailing Address: 1501 Branch Street
Platte City, MO 64079

1. Payments and Documents Submittal Schedule:

Item	Due Date	Amount
Signed Facilities Use Lease	December 1, 2023	
Non-Refundable Deposit	January 19, 2024	\$6,502.50
Remainder of Rent Due	May 10, 2024	\$19,507.50
Certificate of Insurance	May 10, 2024	
Janitorial		Included
Secured Internet Access		Included
Event Staffing	Bounce Back Entertainment	Included
Production		Included
Detailed Event Information	May 10, 2024	CCoffin@hyveearena.com

2. Leased Space:

Leased Space	Usage Date	Time	Rental Rate
Facility	05/19/2024	7:00am – 9:00pm	\$25,500.00
Sub Total			\$25,500.00
PACE			\$510.00
Sales Tax			*
Adjustment			
Total Rent			\$26,010.00

* Sales Tax amount listed is an estimate. Final invoice subject to City, State and Owner taxes at time of event.

The business name on this contract and the certificate of insurance must have the same information/business name to be valid.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have caused this Facilities Use Lease to be signed by their duly authorized representative the day and year first above written.

FBKC SPORTS TENANT, LLC

BY _____
of FBKC Sports Management, LLC,
Agent of Landlord

Platte County R-III School District

BY _____
Lessee's Representative

NAME _____
Typed/Printed

TITLE _____

DATE _____

FBKC SPORTS TENANT, LLC

FACILITIES USE LEASE

THIS LEASE AGREEMENT MAY NOT BE ALTERED OR MODIFIED BY LESSEE

This Lease is made this 27th day of November, 2023, by and between FBKC Sports Tenant, LLC, a Missouri limited liability company, hereinafter called "**Arena**" and Platte County R-III School District, 1501 Branch St., Platte City, MO 64079, hereinafter called "**Lessee**".

Platte County High School Graduation – May 19, 2024

In consideration of the covenants and agreements hereinafter set forth, it is mutually agreed as follows:

1. **Leased Space:** The Arena grants to Lessee permission to use the Premises upon the terms and conditions specified in this Lease. "**Premises**" is defined as the space, dates and schedule specified on Addendum A, Leased Space, for the purpose of and no other: - **Graduation** (hereinafter referred to as the "**Event**").

See attached Addendum A, Leased Space

2. **Leased Space Assignment:** Arena holds all rights to court assignments for events which lease less than all courts. Leagues and practices can be cancelled by Arena outside of 90 days from the event date.
3. **Move-In/Move-Out and Use Schedule:** The Event preparation by Lessee on the Premises and delivery of Lessee's freight or other properties shall take place only upon the dates and at the time specified in this Lease. Unless otherwise approved by the Arena, move-in/move-out activity shall take place between 7:00 a.m. and 10:59 p.m. Move-out times are specified on Addendum A. Specific times and type of use on each day must be provided to the Arena as listed on Addendum A. Information on Addendum A will be deemed to be a part of this Lease.
4. **Leased Space Rental:** The full estimated minimum rental charges are for the dates as listed on Addendum A.
 - a) Lessee agrees to pay as and for rental of the space described on Addendum A, plus sales taxes.
 - b) The applicable box office fee as outlined in Addendum A, per paid admission, must be included in any advertised ticket/admission/gate/tournament price.
 - c) Rental is based on hourly rates for reserved court space. Rental includes use of space on the Usage Date(s), as listed on Addendum A; use of the permanent seating; use of house lights; use of public locker rooms and shower facilities as available.
 - d) Additional expenses include, but are not limited to: overtime for all open time in excess of the reserved rental and any time past 11:00 pm and will be charged at one and one half (1 ½) times the negotiated rental rate for used space. The full daily rental rate for the leased space will apply for any space occupied after 5:00 a.m., or if move-out is still occurring resulting in unleasable space by Lessee, starting at 5:00 a.m. following the last day of leased space as listed on Addendum A. Charges will be per day, plus additional labor charges and set-up fees incurred by the Arena.

- **Other expenses may include and are not limited to:** Internet, electrical access and electrical hookups (charged at the prevailing rate for requested services and provided by the Arena's exclusive/preferred provider), audio/visual (See Exhibit C), additional usage days, if available, charged at full per court or room rental rate;; damages to the Premises during the Lease; stagehands/teamsters; front of house and back of house security staffing, which includes ushers, ticket takers, crowd directors, off-duty police; athletic trainers, paramedic(s); fire guards as deemed necessary by KCFD; Additional equipment such as staging, tables, chairs, pallet jacks, forklift or lifts for equipment movement, rigging, etc. will need to be rented from outside company of client choice. Prevailing rules, pricing and regulations, and providers of said services, at time of lessee's event, will prevail.

e) A refundable security bond equal to the total labor costs for crowd management, stagehands, teamsters, and remaining payments, if any, may be required ten (10) days prior to show if ticket sales do not meet the projected charges on the tentative settlement.

5. **Payment Schedule:** A copy of the Lease should be signed and returned, along with the initial nonrefundable deposit as listed on Addendum A. The use of a credit/debit card will result in additional fees. The deposit (excluding fees) will be applied towards the final rent.

Additional payments, when applicable, concerning rental, will be listed on Addendum A. Payments are expected to be in receipt of the Arena by the date(s) listed on Addendum A.

Balance of any additional rent or incidental charges will be due upon receipt of final invoice. Payments which are not received within thirty (30) days from date of invoice are subject to a service charge of five percent (5%), for the unpaid balance for every month or portion thereof that the balance remains unpaid.

All deposits and payments should be made payable to FBKC Sports Tenant, LLC and mailed, emailed or delivered, along with Leases, Certificate of Insurance, and all other correspondence to:

Mail / Delivery: FBKC Sports Tenant, LLC
1800 Genessee St, Suite 124
Kansas City, Missouri 64102

Email: ccoffin@hyveearena.com

6. **Leased Space Attrition:** Any unused or dropped space or dates shown on Addendum A and supporting documents will be charged at the published rates. *No refunds for unused space or dates will be made upon execution of this Lease.* Lessee may retain tentative space and/or dates on a "first right of refusal" basis at no charge until challenged or confirmed.

7. **Cancellation:** The Facilities Use Lease issued for the Event must be received by Arena no later than the date specified in the Payment Schedule of this Lease. Lessee agrees and understands that time is of the essence for this Lease, and the Arena has the right to cancel and terminate this Lease if the Payment Schedule and all other obligations of Lessee hereunder are not strictly performed. In the event of any cancellation or termination by the Lessee, the Arena will retain the non-refundable deposit, not as liquidated damages but as payment for administrative costs associated with negotiation and preparation of this Lease. In the event of any cancellation or termination by the Arena, the Arena may refund rental payment monies to Lessee or transfer to a mutually agreeable date.

Waiver or failure of the Arena to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance thereafter shall not be construed as a waiver or relinquishment of the Arena's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous subsequent default on the part of the Lessee.

8. **Indemnity:** Lessee is a public school district organized under the laws of the State of Missouri. Subject to Mo. Rev. Stat. Sec. 537.600 et seq., and without waiving immunities provided by general or statutory law, Lessee agrees to defend and indemnify FBKC Sports Arena, LLC, FBKC Sports Tenant, LLC, and FBKC Sports Management LLC, its members, officers, directors, agents, employees and successors from all claims of every kind including all costs of defense arising out of, or which would not have occurred but for Lessee's use of the facilities leased herein. Lessee shall have no obligation for any losses caused by Lessors negligence.
9. **Insurance:** Lessee agrees to secure at Lessee's expense, a public liability insurance policy, with an insurance company licensed to do business in the State of Missouri and acceptable to counsel of Arena, which names LESSEE AS INSURED and **FBKC SPORTS ARENA, LLC, FBKC SPORTS TENANT, LLC, FBKC SPORTS MANAGEMENT, LLC as ADDITIONAL INSURED**, against all claims for injury or death to persons, and injury to or destruction of property, or other cause of action arising out of, resulting from, or which would not have occurred or existed but for Lessee's use of the facilities Leased herein. The minimum limits of the public liability insurance policies shall be \$2,000,000.00 combined single limit for bodily injury and property damage per person and per occurrence, the terms of such coverage to coincide with the term of this agreement. Event shall maintain Excess Liability coverage with the minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate. Each policy shall provide that a ten (10) day written notice be given to the General Manager if the policy is changed or cancelled. Lessee shall furnish the General Manager a copy of the policy or a certificate of insurance signed (not rubber-stamped) by an agent authorized to sign for the issuing company ninety (90) days prior to commencement of the term of this agreement. The Insuring Company must have a rating of at least B+ 5 in the "Best's Key Rating Guide". If said policy is not provided, Arena is authorized to buy such insurance at Lessee's expense, and Lessee agrees to reimburse Arena for premiums prior to move-in date.
- A proper Certificate of Insurance (inclusive of all Event dates) will be due 90 days prior to the first contracted date.** Liability Insurance must cover the Usage Date(s) of the Event. Proper insurance verification must be received, in correct status, as listed on Addendum A. *Correct status is defined as current insurance, proper insurance coverage for event, and correct dates of event.* Should the Arena not be in receipt of the proper insurance verification in its correct status, the Arena reserves the right to purchase insurance to cover the Event, and payment of the insurance must be made by Lessee before the Event will be allowed to move-in to the facility.
10. **Facility Exclusives:**
See Exhibit D.
- All catering, concessions food and beverage services are supplied exclusively through Arena and its designated sub-contractor.
 - Internet is supplied exclusively through Arena and its designated sub-contractor.
 - Electrical and additional utilities are supplied exclusively through Arena and its designated sub-contractor.
 - Audio visual are supplied exclusively through Arena and its designated sub-contractor.
11. **Lessee Database:** Lessee agrees to provide Arena access to persons utilizing the facility for said Event. Arena agrees to not distribute obtained information to outside sources and may provide facility information including future sponsored events and offerings from facility affiliates to Lessee database.
12. **Copyrights:** Lessee will obtain prior permission for use and will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the Event. Lessee agrees to indemnify, defend and hold harmless FBKC Sports Arena, LLC, FBKC Sports Tenant, LLC, and FBKC Sports Management LLC, its members, officers, directors, agents, employees and successors from any claims or costs, including legal fees, which might arise from questions of use of any such material described above.
13. **Americans with Disabilities Act:** Arena does not discriminate on the basis of disability in the admission or access to, or the treatment or employment in, its public facilities.

14. **Bad Checks:** Charges will be assessed against Lessee for any bad checks: Thirty-five dollars (\$35.00) for any check of one hundred dollars (\$100.00) or less. Thirty-Five dollars (\$35.00) plus two percent (2%) of a check over one hundred dollars (\$100.00).
15. **Personnel & Security:**
- a) Lessee agrees that security coverage and procedures are subject to approval by the General Manager. Lessee further agrees that the Arena shall set the minimum level of staffing as necessary to preserve public safety and welfare and reserves the right to approve and/or require a minimum level of security and other event staffing for the Event and the duties and obligations of the parties thereto.
 - b) Lessee must have a commissioned and licensed Security Provider confirmed and contracted at least sixty (60) days before move-in of the Event. Security information must be provided to the Arena no less than thirty (30) days from move-in of the Event. Should Arena, not be in receipt of the confirmed Security/Crowd Management Provider information within twenty-one (21) days from move-in of the Event, at that time, the Arena reserves the right to contract security and crowd control for the Event, and payment of the services must be submitted by Lessee to the provider, before the Event will be allowed to move-in.
 - c) Lessee shall pay for all necessary personnel required for Lessee's use of the Premises, including, if applicable, but not limited to, stagehands, ticket sellers and takers, ushers, freight handlers, crowd directors, fireguards and off-duty police officers. Off-duty police officers shall be officers of the Kansas City, Missouri police department and shall be uniformed, armed and experienced in working events at the Premises. Such personnel shall be subject to Arena approval and may be ejected from the Premises by the General Manager if they do not meet Arena approval.
 - d) A certified athletic trainer/paramedic must be secured for all events open to the public or with an anticipated attendance of 500 spectators or more. The Lessee must notify the Arena of its athletic trainer/paramedic provider 60 days in advance of the first Usage Date. The Lessee must provide proof of CPR, First Aid, AED certifications, license and insurance 45 days in advance of the first Usage Date. The Arena reserves the right to secure an athletic trainer/paramedic, at Lessee's expense, if an athletic trainer/paramedic provider is not confirmed within 30 days of move-in of event, Arena will secure services and Lessee must provide payment for such services before move-in of event.
16. **Cleaning:** Arena shall provide initially clean facilities and will furnish janitor service in open spaces and restrooms during Usage Dates. In addition, Arena shall perform a general cleaning of the facilities daily during non-show hours. Arena shall provide normal cleaning necessitated by move-in/out activities; however, discardable materials must be broken down by Lessee to a 3' x 3'-unit size for acceptance by Arena. Lessee may not bring into the facility special handling items such as wood, scrap lumber, oily materials, etc.
17. **Facility Capacity:** Lessee shall not permit attendance greater than the seating capacity of the facility. Standing room space is prohibited.
18. **Compliance with Laws and Regulations:** Lessee shall comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies and the Rules and Regulations of Arena and Lessee shall obtain and pay for all necessary permits and licenses.
19. **Program Requirements:** Lessee shall file with the General Manager, at least forty-five (45) days prior to the Event for which this Lease is issued, a full and detailed outline of all facilities required, set requirements and such other information as may be required by the General Manager concerning such event.
20. **Concessions:** Arena reserves all concessions and concession rights. Lessee shall have the right to sell propriety programs and novelties approved in advance by the General Manager.

21. **Catering:** All catering, including and not limited to teams, coaches, exhibitors, private functions and backstage catering must be performed by Arena Tenants or exclusive sub-contractor.
- Outside food and beverages are not permitted inside the facility. Special and specific food and beverage requests can be made to exclusive concessionaire/caterer.**
22. **Broadcast Rights:** Lessee is permitted to produce broadcasts for its internal use only; however, payment of any costs associated with the broadcasts will be the responsibility of Lessee. Arena reserves all rights and privileges for outgoing commercial television broadcasts originating from Arena's facilities during the term of this Lease. Should Arena grant to Lessee such broadcast privileges, Arena has the right to require advance payment of any estimated related costs to Arena and may also require payments for said privilege in addition to rental fee. Written permission must be obtained from the General Manager in advance of broadcast date.
- a) PlaySight cameras are on each court to stream live games. These will be used as a primary source of streaming for each event.
23. **Recording:** Lessee is permitted to produce event related recordings for its internal use only, however payment of any costs associated with the production of such recordings will be the responsibility of Lessee. Lessee agrees that no recording for commercial use, audio or visual, will be made of the event without the General Manager's written approval. Arena has the right to require payment for such privilege.
- a) **Arena has the right to record portions of events and take photographs of events for future training and marketing purposes.**
24. **Defacement of Facility:** Lessee shall not injure, mar, nor (in any manner) deface, said Premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said Premises or equipment therein shall be in any manner injured, marred or defaced, and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said building or equipment contained therein, and will not make or allow to be made any alterations of any kind to said building or equipment contained therein, and **will not affix or permit to be affixed by adhesives any signs, posters, notices, or graphics** of any description without written consent of the General Manager. Lessee agrees that if the Premises are damaged by the act, default, negligence of the Lessee, patrons, guests or any person admitted to the Premises by the Lessee or Lessee's agents, then Lessee shall pay to the Arena upon demand such sum as shall be necessary to restore said Premises to their original condition, ordinary wear and tear excepted. Lessee further agrees to abide by and conform to all rules and regulations prescribed for the management of said building by the General Manager.
25. **Force Majeure:** Neither the Arena nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of local, state or federal governmental authority, pandemics, weather conditions, construction, renovations, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control.
26. **Evacuation of Facility:** Should it become necessary to evacuate the Premises for reasons of public safety, the Lessee will retain possession of the Premises for a sufficient time to complete presentation of its activities without additional charges, providing such times do not interfere with another facility Lessee. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of the General Manager and the Lessee hereby waives any claims for damages or compensation from the Arena.
27. **Agreements to Quit Premises:** Lessee shall quit Leased space no later than the end of the term of this Lease and further agrees to leave the leased space in a condition equal to that at the commencement date of this Lease, ordinary wear and tear excepted.
- a) Multi-year agreements can be nullified by either or both parties in writing within 90 days of previous event ending and at least 180 days before next event is scheduled. There can be no outstanding monies owed to the Arena should Lessee attempt to cancel any agreement.

28. **Removal of Property:** Property belonging to Lessee shall be removed from the Premises before the expiration of this Lease. If any such property is not removed by then, Arena is authorized to store or remove at Lessee's expense all such property. If Lessee fails to redeem the property within fourteen (14) days, Arena may sell said property for said storage fees and expenses. Arena shall in no way be responsible for loss, damage or claims against materials removed or stored under this provision.
29. **Lost Articles:** Arena shall have the sole right to collect and have the custody of articles left in the Premises by persons attending the Event or held in the Leased Premises. The Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.
30. **Assignment:** Neither this Lease nor any of the rights of Lessee hereunder may be assigned by Lessee without the written consent of the General Manager.
31. **Advertising:** Lessee shall not distribute or circulate, or permit to be circulated, any advertising matter or programs in or around Leased facility, except such advertising of programs that pertain to the Event. No articles with adhesive backing will be allowed, at any time, to be distributed.
32. **Obstructions:** Sidewalks, entries, passage vestibules, halls, elevators or access ways to public utilities of the Premises shall not be obstructed, or caused to be obstructed by Lessee, or caused or permitted to be used for any purpose other than ingress or egress to and from the Premises. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building shall not be obstructed by Lessee without written permission from the General Manager.
33. **Flammable Materials:** No flammable materials such as bunting, tissue, paper, crepe paper, etc., will be permitted to be used for decorations, and all materials used for decorative purposes must be treated with flame-proofing and approved by the Fire Department. Nor shall Lessee, without the written consent of the General Manager put up or operate any engine or motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline, or any other flammable chemical, for either mechanical or other purposes or any agent other than electricity for illuminating the Premises.
34. **Utilities and Utility Connections:** Arena shall, for the complete period of the Lease, furnish water, electricity and lighting as normally available in the facilities. Arena shall furnish reasonable heat or air conditioning on Event days only. Any heat or air conditioning furnished on move-in or move-out days shall be at Lessee's expense, unless otherwise approved in writing by the General Manager prior to the first move-in day.
- Unless otherwise authorized by the General Manager, all telephone installation, plumbing, electrical or carpentry work required to be done on the Leased Premises in connection with Lessee's use thereof, and all electrical current or domestic gas required for Lessee's use (excepting that required for heating and lighting) shall be done or furnished by Arena, or approved representative for which Lessee shall pay Arena on the basis of the rates set forth in the schedule of rates on file in the Office of the Director. Use of electrical generators is prohibited without prior written approval of the General Manager.
35. **Control of Building:** Arena and the Premises including access thereto shall, at all times, remain under the control of the General Manager who shall have the right to enter the Premises at all times during the period covered by this Lease. The entrances and exits of said Premises shall be locked and unlocked at such times as may be required for Lessee's use of Arena, but Lessee, at its own expense and as deemed required by the Arena, will place proper security at all secondary facility entrances and exits when the same are unlocked.
36. **Act Contract:** Lessee certifies and attests that a valid, properly executed and compatible contract is held with the performers whose services form the basis of the Event. Lessee shall submit to the Arena, upon demand, a copy of said contract with the performers. Should a change in the promoted act(s) occur, ticket proceeds will be held by Arena until disputes are resolved.
37. **Opening Hours:** Lessee must open the doors to the attraction, or the Event as advertised, unless otherwise agreed upon as necessity indicates.

38. **Scheduling:** Unless otherwise specified in writing, General Manager shall have the right to schedule other similar events both before and after the date of this Lease without notice to Lessee.
39. **Ticket / Admission:** Tickets may not be released for sale until required payments and documents which are due have been received by the Arena as listed on Addendum A.
The Arena requires a minimum of \$3.00 per spectator for all events that are not charging admission. This is an Arena charge not to be split in any way with the Lessee. The Arena will collect the money at the box office for the event.

If payments are not paid as specified above, any box office receipts in the possession of the Arena or the Arena's representative may be applied to the payment of fees due, and Lessee waives all rights to that portion of the box office receipts necessary to pay said fees.

Should the number of complimentary tickets redeemed for admission exceed the number of paid admissions, the Arena shall have the option of resetting the rent plus 35%. However, sales taxes and user fee will still be collected on all sold tickets.

Complimentary admissions shall be furnished by Lessee to General Manager as outlined in Addendum A. No other complimentary tickets or passes shall be issued except on the written authority of the General Manager. Any unauthorized complimentary tickets or passes will, for purposes of settlements, be considered sold tickets. The General Manager shall further have the right to count all unsold tickets after each performance. Lessee is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved by the General Manager. Adjusted gross paid admissions are defined as the amount of revenue remaining after user fees and sales tax has been deducted from the gross receipts. "Gross receipts" is defined as all revenue from sales of tickets to Lessee's event. Lessee shall comply with City ordinances requiring collection of a user fee on each ticket sold.

40. **Box Office Services:** The Arena will provide box office functions of ticket auditing and sales, collection of sales tax and user fees, and such staffing as ticket sellers, supervisors, and settlement staff for all events with admission at Arena. The following are event responsibilities, as applicable.
- a) The applicable box office fee as outlined in Addendum A, per paid admission, must be included in any advertised ticket/admission/gate/tournament price.
 - b) Box office settlements are subject to a 3.3% fee on all credit card transactions unless the promoter passes fees to the consumer via admission pricing.
 - c) 2% PACE (energy assessment) and owner taxes as applicable to event rentals.
 - d) The event is subject to sales tax for the State of Missouri. Tax-exempt must be on file with the facility prior to the event being placed on sale, if applicable.
 - e) City of Kansas City, MO – Occupational Tax is .001. (\$1 per \$1000 of gross receipts).
 - f) MO – ENT2 – 2% of gross ticket sales – payable to State of Missouri applies for events with professional/paid performers.
41. **Lien on Box Office Receipts:** The Arena is hereby granted a lien upon all monies received into its custody for any tournament, performance, exhibition, or other public use, and from such monies shall be entitled to take therefrom such sums as are necessary to pay any appropriate sales tax or user fees. Further, the Arena also shall have a lien over-all box-office receipts with the right to take therefrom the money owed as rent under this Lease, as well as the right to deduct from said box office receipts a sufficient amount of money to pay the costs of stagehands, teamsters, musicians, ushers, doorpersons, ticket-sellers and takers, spotlight operators, security and all other hired vendors of Lessee who may be called in by Lessee for said event provided for by this Lease. It is understood and agreed, however, that all the above-mentioned vendors are and remain vendors of the Lessee herein solely, and the Arena is in no way or manner responsible for any monies whatsoever claimed by said vendors for work or labor done in any way in connection with said event.

42. **Handling Funds:** In the handling, control, custody and keeping of funds, whether the same are received through the facilities box office or otherwise, Arena is acting to accommodate the Lessee. The Arena requires that in the handling of funds, it has the right to deny access to the box office at its discretion for any purpose other than observation or inquiry. Lessee may be admitted into the box office for the purpose of observation and/or inquiry if approved by the General Manager. Lessee will not be permitted to handle funds or supervise box office personnel. *Approved member of Event Staff permitted for observation purposes only is approved by General Manager. CC*
43. **Building and Operating Guidelines:** Lessee acknowledges receipt of the current Building and Operating Guidelines, which shall be incorporated into this Agreement by reference, and must adhere to all regulations and guidelines listed in the document. The Building and Operating Guidelines, which are current at the time of Lessee's event, will apply to the contracted Event.
- Note:** Smoking is not allowed inside or within 20 feet of any entrance of Arena at any time.
44. **Merger:** This Lease consists of the Facilities Use Lease and any Attachments and any documents incorporated by reference; and Addendum A - Facilities Use Lease. This Lease, including any Attachments and incorporated documents, constitutes the entire agreement between Arena and Lessee with respect to this subject matter.
45. **Amendment and Waiver:** No provision of this Lease may be amended or waived unless it is set forth in writing and, if an amendment, signed by all parties hereto, and if a waiver, signed by those parties whose rights are adversely affected by the waiver. Waiver of any provision of this Lease or of any breach hereof shall be a waiver of only the specific provision or breach and shall not be deemed a waiver of any other provision or any future breach.
46. **Governing Law:** This Lease shall be governed by the Laws of the State of Missouri without considering its laws or rules related to choice of laws.
47. **Severability:** If any term or provision of this Lease or the performance thereof shall be invalid or unenforceable to any extent, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Lease, and this Lease shall be valid and enforced to the fullest extent permitted by law.
48. **Counterparts and Execution:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original Lease, and all of which shall constitute one Lease among each of the parties, notwithstanding that all of the parties are not signatories to the original or the same counterpart, to be effective as of the day and year first set forth above. This Lease may also be executed by facsimile followed by overnight transmission of the original execution copy.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have caused this Facilities Use Lease to be signed by their duly authorized representative the day and year first above written.

FBKC SPORTS TENANT, LLC

BY _____

FBKC Sports Management, LLC, Agent of Landlord

Platte County R-III School District

BY _____

Lessee's Representative

NAME _____

Typed/Printed

TITLE _____

DATE _____