

C O N T R A C T

This contract, made and entered into on this 8th day of April, 1950, by and between the Board of County Commissioners of Douglas County, Kansas, parties of the first part, and Calvin F. Boatman, party of the second part:

WITNESSETH: That the parties of the first part, in consideration of the rents, covenants, and agreements of the party of the second part, hereinafter set forth, do by these presents let, lease, and rent to the said party of the second part, for the period of two years, beginning April 8, 1950, and ending on April 8, 1952, the following described property, to-wit:

Building No. 5 at Lone Star Park for the purpose of operating a cafe selling food, soft drinks, cigarettes, and cigars in said building.

Parties of the first part extend to the party of the second part the exclusive right to sell fish bait within the park boundaries, and the exclusive right to rent boats which the party of the second part shall own and must keep painted and in sanitary condition.

Party of the second part shall be furnished one of the dwellings in the park for his private use. Party of the second part shall pay the gas bill for his personal use as well as for concession use, but he shall have the privilege of using the gas range owned by the County for use in the concession building, Building No. 5.

In lieu of rent for his house and for the concession building, and for other privileges herein granted, party of the second part shall act as Superintendent of the Lone Star Lake and Park, under jurisdiction of the Board of Governors, and shall police said Lake and Park to see that no one fishes without having both State and County fishing licenses. Party of the second part shall receive a 10% commission of said monies collected from sale of said above mentioned licenses.

Party of the second part shall be furnished with a park maintenance staff which shall be designated in numbers and salaries by the parties of the first part, and said party of the second part shall engineer the remodeling, painting, and all construction work in the Park with the assistance and advice of the County Engineer.

Parties of the first part shall furnish the party of the second part a motor boat to be used for the purpose of patrolling said lake. Under no condition shall such boat be rented or used for pay rides. Said boat shall be used only by the Lake Superintendent, or by the Lake Governing Board, for official business and lake inspection purposes.

Party of the second part shall rent all buildings available for occupancy in the Park designated for rental purposes and at such prices as designated by the parties of the first part.

Party of the second part shall keep all buildings in a clean and sanitary condition. In those buildings containing mattresses, said mattress covers shall be kept laundered and in a clean, sanitary condition.

Party of the second part shall keep an accurate record of all monies received from all sources and all disbursements made to conform with county auditing customs.

Each week the party of the second part shall turn over all monies collected from rentals and county license fees to the County Engineer, as designated by the parties of the first part, and party of the second part shall be allowed a mileage at the rate of seven cents (7¢) per mile for turning over all monies collected for rental and license fees when it is necessary to bring said money to the Court House in Lawrence, Kansas, and provided further that no more than five trips per month shall be made in turning over said money.

Party of the second part must give satisfactory bond as shall be necessary for a party handling County monies.

Party of the second part shall keep a Guest Register for public scrutiny containing date of occupancy of said rental buildings or cabins, signature of guest, number of persons in party, rental price paid, and motor vehicle license number.

Party of the second part shall have the right to sell concession rights at any time, but must first obtain written consent of parties of the first part.

Party of the second part shall not assign this lease, or sub-rent or sub-let said premises, or any part thereof, without first obtaining the written consent of the parties of the first part.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the day and year first above written.

ACCEPTED BY BOARD OF GOVERNORS OF LONE STAR LAKE

/s/ Elmer W. Ousdahl
/s/ E. R. Zook
/s/ Ernest A. Pontius

ATTEST:

County Clerk

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

/s/ Elmer W. Ousdahl
/s/ Ray C. Ogden
/s/ Charles E. Banning

Parties of the first part

/s/ Calvin F. Boatman

Party of the second part

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