

The Dramatists Guild Foundation, Inc.
356 West 40th Street, 2nd Floor, New York, NY 10018

Acknowledgment of Terms of Use, Waiver and Release

In consideration of the privilege to use the Music Hall of The Dramatists Guild Foundation, Inc. (the "DGF") at 356 West 40th Street, 2nd Floor, New York, NY 10018 (the "Space"), I hereby agree, acknowledge and accept that my use will be limited and subject to the following express terms:

1. Terminable at Will: My use of the Space is a privilege, provided at will by the DGF. I understand that:
 - the Space is designated for use by composers, lyricists, playwrights, bookwriters and other dramatists to work, collaborate, and present their work;
 - I have no right or entitlement to use the Space even if I am a dramatist;
 - the DGF has full discretion as to whom may use the Space; and
 - the DGF may terminate use of the Space at any time, for any reason, at its sole and exclusive discretion.
2. Rules: I have received a copy of the Rules of The Music Hall (the "Rules," attached hereto) at DGF and agree to abide by them. The DGF has the right to revise these Rules from time to time at its sole and exclusive discretion. Revisions to the Rules will be posted in the Space. I understand and agree that it is my duty and obligation to follow the Rules as so revised. I am responsible for informing all guests of the Rules and am responsible for their adherence to the Rules.
3. Waiver of Liability and Assumption of Risk: I acknowledge that I use the Space at my own risk, that neither I nor any of my guests will seek to hold the DGF liable for any claims, damages, or expenses, including attorneys' fees and court costs, resulting from any injury or death to persons, or any loss or damage to property (including intellectual property) caused by, resulting from, attributable to or in any way connected with the negligent or intentional act or omission of the DGF, any person using the Space or in any way resulting from my use of the Space.
4. Indemnification: I agree to hold harmless, defend and indemnify the DGF and its directors, officers and employees from any liability for accidents and any other incidents that may occur while using the Space against any and all claims, suits, losses, judgments, damages and liabilities arising out of, or alleged to arise out of, my use of the Space.
5. No Intellectual Property Rights or Interests: The DGF does not own, nor does it have any rights or responsibilities whatsoever with respect to the intellectual property of any dramatist or any guests created at the Space or otherwise. I understand that any sharing, desired or undesired, of intellectual property and work among those who use the Space is their responsibility and the DGF is not involved, shall not be made liable in any way, or be party to any litigation involving disputes between dramatists, their guests or any other person who uses or has access to the Space or the words or music created or derived from the Space.
6. Choice of Law and Venue. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO ALL CONTRACTS MADE AND ENTIRELY PERFORMED WITHIN THE STATE OF NEW YORK, AND ALL DISPUTES SHALL BE RESOLVED IN THE VENUE WITHIN NEW YORK COUNTY.
7. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In any arbitration or mediation brought for the nonpayment/collection of monies, the award of the arbitrator or mediator, as the case may be, shall require the party losing such dispute to pay the costs of such arbitration or mediation plus the prevailing party's reasonable attorney's fees.

8. Cancellation Policy: If you are unable to attend your reservation, please cancel at least 48 hours in advance. After two late cancellations or no-shows, a guest's use of the Music Hall will be suspended for three months. There is no penalty for the first late cancellation.

Tessa Raden Gregory
DRAMATISTS GUILD FOUNDATION

SIGNATURE

DATE

FULL NAME PRINTED

DATE