

Dudas Inspiration Venue for the Arts



www.imadiva.org

Live! at DIVA Use Request Form

Name of Responsible Party: _____

Address: _____

E-mail Address: _____ Phone: _____

Briefly describe the production or exhibit you would like to present.

Does your production or exhibit require permission from a licensor, author, or creator? _____

If so, please describe what you intend to do to secure this permission (if you do not know, please find out before submitting this Form).

Projected date for your production or exhibit: _____

Please list alternative dates in the order of your preference.

Please list any additional requests or special circumstances: _____

FEE SCHEDULE

ALL USERS PAY A \$10 key deposit – refunded upon return of key. Failure to return within ten days of conclusion of event will result in liquidated damages of \$500.00. (We will have to change the locks, and that's not cheap.)

ALL USERS NEED A SECURITY CODE. Please indicate your four-digit code here: _____
(To disarm: 4-digit code +1 [button says "OFF"]. To arm: 4-digit code + 2 [button says "AWAY"])

Arts Event Charging at the Door:

- One Day: \$15
- One Week (7 Days): \$100
 - no access Monday through Friday from 8 am to 12 pm
 - subject to regular DIVA Productions, if any
- One Month: \$400
 - no access Monday through Friday from 8 am to 12 pm
 - subject to regular DIVA Productions, if any

Event Accepting Donations for a Nonprofit Arts Organization: 15% of receipts

Arts Event Selling Original Works: 15% of receipts

Select the appropriate fee schedule category by initialing below and filling in any blanks:

- _____ I will not charge the audience for my event. Therefore, I am using the space at no charge to me.
- _____ I am charging an admission fee. I will pay DIVA a facilities fee of \$_____ (see Fee Schedule).
- _____ I am accepting donations for a nonprofit arts organization. I will pay DIVA 15% of my receipts.
- _____ I am selling my original work. I will pay DIVA 15% of my receipts.

As the Responsible Party, I acknowledge and agree to the following as a condition to the grant of use of the space (initial each blank):

- _____ If I have been provided a key and security code to the space, I will not loan the key or give my code to any other person without express permission and will only use them for the purpose of producing my Live! at DIVA event.
- _____ I understand and acknowledge that the premises are under 24-hour video surveillance. I will not take any action, which includes set up of my event, that will obstruct the view of those cameras. I will not tamper in any way with those cameras.
- _____ I accept liability for any damage or loss I or my agents cause to DIVA and its real and personal property, for the entirety of the time I have access to the space.
- _____ My Live! at DIVA event will not contain discriminatory content (race, gender, sexual preference, sexual identity, ability, nationality, religion), hate content, or content which may incite violence.
- _____ I will leave the space the way I found it. I will immediately report any damage to the space or its contents.
- _____ I will not exceed the maximum capacity limit of 49 people at any time.
- _____ I will ensure my audience is aware that I am using the space compliments of DIVA.
- _____ I will take responsibility for ensuring my production or exhibit complies with all federal and state laws, including copyright and trademark laws. I will have permission to perform or use any content, if not original, and I will independently secure the rights to do so. I will provide proof of permission to DIVA within 30 days prior to my Live! at DIVA event. If I do not, the grant to use this venue may be revoked, and I will immediately surrender my key.
- _____ DIVA will help push my event on its social media presence, so long as I provide DIVA with the content. I will, in turn, help push DIVA's social media presence out to my audience.
- _____ The statements, messages, content, and the like, exhibited by my Live! at DIVA event, are not necessarily endorsed by DIVA or its Board of Directors.
- _____ The grant of use of the space is not transferrable or assignable by me without express written consent of DIVA.
- _____ I shall ensure that any party working with me to produce or exhibit my Live! at DIVA event complies with all of the above terms and conditions.
- _____ I will pay a key deposit of \$10, which will be refunded to me upon return of the key. In the event I fail to return the key within ten days of the conclusion of my event, I will pay liquidated damages in the amount of \$500 to cover the cost of changing the locks, getting new keys, and taking me to court to collect.
- _____ When I am provided with a key, I will do a walk-through of the space with an agent of DIVA in order to familiarize myself with the space and be instructed on use of any available equipment.
- _____ I and my agents, successors, and assigns, will hold harmless and release DIVA, its members, directors, officers, managers, employees, and agents, as well as Dudas Properties, LLC, its members, in both official and individual and private capacities, and indemnify each of them from and against any and all loss, claim, cause of action, lawsuit, damage, liability, cost, or expense whatsoever which any of them may incur arising out of or in connection with my Live! at DIVA event.

Date: _____

Printed: _____