

ACTOR CONTRACT & CANCELLATION POLICY - THE AQUILA STUDIO (TAS)

The Aquila Studio (TAS) bond in the amount of \$50,000 underwritten by CNA SURETY, Greg Mavilian, 3606 Foothill Blvd, Glendale, CA 91214 is filed with the Labor Commissioner of the State of California, Dept. of Industrial Relations. Bond number provided upon request.

This contract covers the acting classes provided by THE AQUILA STUDIO (TAS). THE AQUILA STUDIO (TAS) acting classes consist of live instruction. Instruction will be provided by Deborah Aquila and/or her associates. MONDAY, THURSDAY and SATURDAY CLASS will include scene work from TV, Film Screenplays and Stage Plays. WE DISCUSS ADULT THEMES IN ALL OF OUR CLASSES and encourage our students to engage in thoughtful debate on all subject matter, always mindful of civil discourse. Most of our classes are between 3 and 4 hours in duration.

CLASS DATES AND CLASS TUITION are listed on THE AQUILA STUDIO (TAS) WEBSITE.

For new and returning students, all tuition must be paid in full, five days prior to the first day of your 6 - week cycle. If you have not paid by this deadline, you risk losing your spot in class.

If you begin class in the middle of a cycle (should there be room to do so,) your classes will be pro-rated at \$100 per class until the end of that cycle.

If you miss a class, your class cycle is not extended. Payment is for 6 consecutive weeks regardless of attendance. There are no refunds for missed classes and no make-up classes. However, all current students can observe any other classes at no extra fee at any-time and are encouraged to do so.

Should your partner have to drop out of a class cycle for any reason, please notify your TA immediately. You will be reassigned a partner. If you are having difficulty scheduling rehearsals with your assigned partner, we want to be informed and will do our best to help mediate and reassign, if necessary.

CONDUCT:

Students are asked to help foster a supportive, creative learning environment without distractions of any kind. There is absolutely no eating allowed inside the theater. Water is allowed. No electronics, of any kind, are to be used during class, including cameras, audio/video recording devices, cellular phones, tablets, etc. Do bring pen and paper.

PREPARATION:

You are expected to come to every class prepared and ready to work. Consistently being unprepared may result in dismissal from the studio.

PHOTO RELEASE:

I understand that by signing this contract I am granting THE AQUILA STUDIO (TAS) permission to use my likeness in a photograph and/or in video footage for TAS promotion, website postings, social media postings, advertising, etc. without payment or any other consideration. I understand and agree that these materials will become the property of THE AQUILA STUDIO (TAS) and will not be returned.

I hereby, irrevocably authorize THE AQUILA STUDIO (TAS) to edit, alter, copy, exhibit, publish, or distribute this photo and/or video for purposes of publicizing THE AQUILA STUDIO'S programs or for any other lawful purpose.

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video.

I hereby hold harmless and release and forever discharge THE AQUILA STUDIO (TAS) from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

LIABILITY:

I understand that by signing this contract, I am acknowledging that I am participating in classes at THE AQUILA STUDIO (TAS) voluntarily and assume full responsibility for any risk of loss, property damage or personal injury that may be sustained as a result of class participation. You agree to indemnify and hold harmless THE AQUILA STUDIO (TAS) AS WELL AS ITS EMPLOYEES, TEACHING ASSISTANTS, VOLUNTEERS, INTERNS for any loss, liability, damage or costs, including court costs and attorney fees, that may occur as a result of your participation in class.

CONTACT INFORMATION:

We may need to reach you with scheduling or location adjustments during class cycles. Please notify us immediately upon any changes to your contact information.

CLASS DISCLAIMERS:

THE AQUILA STUDIO (TAS) reserves the right to postpone or cancel class cycles should a minimum number of students not be met for that cycle.

THE AQUILA STUDIO (TAS) reserves the right to accept or deny any individual's application.

OCCASIONALLY TEACHERS WILL BE SUBSTITUTED DUE TO SCHEDULING CONFLICTS.

THE AQUILA STUDIO (TAS) DISCLAIMER: THIS IS NOT AN AUDITION OR REFERRAL FOR EMPLOYMENT OR FOR OBTAINING A TALENT OR TALENT MANAGEMENT REPRESENTATIVE.

I understand that the presence of a talent agent/manager or casting director/associate or any other entertainment industry professional is absolutely NOT any kind of advertising or suggestion or indication whatsoever that THE AQUILA STUDIO (TAS) (and its classes) is in any way a service for procuring (or attempting to procure or offering or promising) an audition or employment or artist engagement of any kind; nor is it an audition or referral of any kind for obtaining representation with a talent agent or talent manager. I further

understand that the intent of this class and all class materials is solely educational.

Our courses/intensives are a learning experience. It is not an audition or employment opportunity. When the course/intensive is over, the instructor teaching this course/intensive will not be taking home, nor be given access to your headshot, resume, or any of your other promotional materials.

As we are an educational institution, the use of the studio and faculty's names and likenesses for any professional or personal purposes without our permission is strictly prohibited.

THE AQUILA STUDIO (TAS) IS A TALENT TRAINING SERVICE/INSTITUTION. WE ARE NOT A TALENT AGENCY AND THIS IS NOT A TALENT AGENCY CONTRACT. ONLY A TALENT AGENT LICENSED PURSUANT TO SECTION 1700.5 OF THE LABOR CODE MAY ENGAGE IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR AN ARTIST. THE AQUILA STUDIO (TAS) IS PROHIBITED BY LAW FROM OFFERING OR ATTEMPTING TO OBTAIN AUDITIONS OR EMPLOYMENT FOR YOU. IT MAY ONLY PROVIDE YOU WITH TRAINING. FOR MORE INFORMATION, CONSULT CHAPTER 4.5 (COMMENCING WITH SECTION 1701) OF PART 6 OF DIVISION 2 OF THE LABOR CODE. A DISPUTE ARISING OUT OF THE PERFORMANCE OF THE CONTRACT BY THE TALENT SERVICE THAT IS NOT RESOLVED TO THE SATISFACTION OF THE ARTIST SHOULD BE REFERRED TO A LOCAL CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE.

YOUR RIGHT TO CANCEL:

YOU MAY CANCEL THIS CONTRACT AND OBTAIN A FULL REFUND, WITHOUT PENALTY OR OBLIGATION, IF NOTICE OF CANCELLATION IS GIVEN, IN WRITING, WITHIN 10 BUSINESS DAYS FROM THE DATE OF THIS CONTRACT, OR THE DATE ON WHICH YOU COMMENCE UTILIZING THE SERVICES UNDER THE CONTRACT, WHICHEVER IS LONGER. FOR THE PURPOSES OF THIS SECTION, BUSINESS DAYS ARE MONDAY THROUGH FRIDAY.

TO CANCEL THIS CONTRACT, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE FOLLOWING CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE OF CANCELLATION TO: THE AQUILA STUDIO (TAS) c/o LAST EXIT PRODUCTIONS,

INC., 13956 McCORMICK STREET, SHERMAN OAKS, CA 91423. OR EMAIL:
officeadmin@theaquilastudio.com

IF YOU CANCEL ALL FEES YOU HAVE PAID MUST BE REFUNDED TO YOU WITHIN 10 BUSINESS DAYS AFTER DELIVERY OF THE CANCELLATION NOTICE TO THE AQUILA STUDIO (TAS) AND CONFIRMATION OF RECEIPT OF CANCELLATION NOTICE HAS BEEN **ACKNOWLEDGED IN WRITING** BY A REPRESENTATIVE OF THE AQUILA STUDIO (TAS).

PLEASE NOTE: YOU MAY NOT OBTAIN A REFUND AFTER THE 10 DAY CANCELLATION PERIOD DESCRIBED ABOVE HAS EXPIRED, UNDER ANY CIRCUMSTANCES.

CANCELLATION NOTICE

(complete and return this notice per above ONLY if you wish to cancel within the 10 day period noted.)

I HEREBY CANCEL THIS CONTRACT.

DATE: _____

ARTIST NAME (Print): _____

ARTIST SIGNATURE: _____

*****IF ARTIST IS A MINOR, PARENT/GUARDIAN SIGNATURE REQUIRED*****

DATE: _____

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN NAME (PRINT): _____

I ACKNOWLEDGE that I have received, read and fully understand this entire contract, including the cancellation policy and disclaimers. I acknowledge that a copy of this contract was made available to me prior to signing and prior to any fees requested by or paid to THE AQUILA STUDIO.

DATE: _____

AGREED AND ACCEPTED BY ARTIST (PLEASE SIGN BELOW):

ARTIST NAME (PRINT): _____

ARTIST ADDRESS: _____

ARTIST EMAIL ADDRESS: _____

ARTIST PHONE NUMBER: _____

*****IF ARTIST IS A MINOR, PARENT/GUARDIAN SIGNATURE and EMERGENCY CONTACTS ARE REQUIRED*****

DATE: _____

AGREED & ACCEPTED BY ARTIST'S PARENT/GUARDIAN (PLEASE SIGN BELOW):

PARENT/GUARDIAN NAME (PRINT): _____

PARENT/GUARDIAN ADDRESS: _____

PARENT GUARDIAN EMAIL ADDRESS: _____

PARENT/GUARDIAN PHONE NUMBER: _____

EMERGENCY CONTACT #1

NAME & RELATION TO ARTIST: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

EMERGENCY CONTACT # 2

NAME AND RELATION TO ARTIST: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

AGREED AND ACCEPTED BY THE AQUILA STUDIO (TAS)