

ACTOR CONTRACT & CANCELLATION POLICY

DONNA MORONG ACTING STUDIO -

ART OF THE AUDITION/ON CAMERA SCENE STUDY/PROFESSIONAL SCENE STUDY/TEEN CLASS/TEEN WORKSHOP (circle the one that applies)

This contract covers the on-going acting classes provided by DONNA MORONG ACTING STUDIO. Donna Morong Acting Studio acting classes consist of live instruction supplemented with online class materials. Instruction will be provided by Donna Morong and/or her associates. Class will include scene work (from TV, film, and contemporary plays), improvisation, script analysis and acting exercises. Each class session is approximately 3 hours in duration.

CLASS SCHEDULE (DATES):

CLASS TUITION:

REFUND POLICY: There are no refunds once the course has started. Your deposit is also non-refundable, unless Donna Morong Acting Studio cancels the course. If you get acting work during the class session, your payment will be credited towards the next session. All credits are only good for 12 months after end of a course.

CANCELLATION POLICY: If you are unable to take the course you must notify Donna Morong Acting Studio at least one week prior to the start date of the course. If you fail to do so, you may not be eligible to take future classes at Donna Morong Acting Studio. Your deposit is non-refundable but we will issue a credit for a future class.

PAYMENT POLICY: You agree to pay the course tuition(s) and applicable fees on time. A non-refundable deposit of half the course tuition is due immediately to hold your place in class. Failure to pay on time will result in removal from the course and you may not be eligible to take future classes at Donna Morong Acting Studio. If you are unable to take the course, you will be issued a credit for your non-refundable deposit that may be used for a future class.

ATTENDANCE: You must be present at every class. Two are the maximum that are excused for acting work only, unless you have made special arrangements. Absences hinder your growth and in turn affect your ability to support your classmates. If you cannot attend all scheduled classes, we recommend you wait until a course you can fully commit to is available. Donna Morong Acting Studio understands that emergencies do happen so absences are allowed, but to maintain course integrity we do not allow more than two absences. There is no refund for missed classes and there are no make-up classes. If you get acting work during the class session, your payment will be credited to the next session.

TARDINESS: Prompt attendance is expected from all students. Arriving late requires the instructor to explain assignments and concepts again and is considered too disruptive to be allowed.

LEAVING EARLY: Please respect and support your fellow classmates by staying for the entire duration of class.

CONDUCT: Students are asked to help foster a creative and supportive learning environment without distractions. Students are asked to support their fellow classmates by abstaining from eating in class and talking while students or teachers are talking. Students must also abstain from using electronics in class including cameras, audio/video recording devices and cellular phones (this includes, but is not limited to, reading or writing email and text messages and using the

internet).

PREPARATION: You are expected to come prepared and ready to work. If you are unprepared you will not get the full benefit of class and it will hinder your growth. Consistently being unprepared may result in removal from the course.

DISCLAIMER: Donna Morong Acting Studio reserves the right to accept or deny any individual's application. Donna Morong Acting Studio reserves the right to postpone or cancel class if it does not reach a minimum number of students. **Participation in or completion of classes does not guarantee auditions or employment opportunities.**

LIABILITY: You agree that you choose to voluntarily participate in the class with full knowledge that the class may be hazardous to yourself and/or your property. You voluntarily assume full responsibility for any risks of loss, property damage or personal injury that may be sustained as a result of participating in the class. You agree to indemnify and hold harmless Donna Morong Acting Studio as well as its employees, members & volunteers for any loss, liability, damage or costs, including court costs and attorney fees, that may occur as a result of your participation in the class.

CONTACT INFO: We may need to reach you with scheduling or location adjustments during the session. Please notify us immediately upon any changes to your contact information.

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.

DISCLAIMER: THIS IS NOT AN AUDITION OR REFERRAL FOR EMPLOYMENT OR FOR OBTAINING A TALENT AGENT OR TALENT MANAGEMENT REPRESENTATION. 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 DONNA MORONG ACTING STUDIO (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.

DONNA MORONG ACTING STUDIO IS A TALENT TRAINING SERVICE. 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. DONNA MORONG ACTING STUDIO 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 10 DAYS BEFORE THE DATE ON WHICH YOU COMMENCE UTILIZING THE SERVICES UNDER THE CONTRACT. FOR THE PURPOSES OF THIS SECTION, BUSINESS DAYS ARE MONDAY THROUGH FRIDAY.

TO CANCEL THIS CONTRACT, E-MAIL OR DELIVER A SIGNED AND DATED COPY OF THE FOLLOWING CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE OF CANCELLATION TO: DONNA MORONG ACTING STUDIO at 1103 N. El Centro Ave, Los Angeles, CA 90038, OR EMAIL (email) NOT LATER THAN MIDNIGHT OF 10 BUSINESS DAYS FROM THE DATE OF THIS CONTRACT, OR 10 DAYS BEFORE THE DATE ON WHICH YOU COMMENCE UTILIZING THE SERVICES UNDER THE CONTRACT. IF THE CONTRACT WAS EXECUTED IN PART OR IN WHOLE THROUGH THE INTERNET, YOU MAY CANCEL THE CONTRACT BY SENDING THE NOTIFICATION TO: [\(email\)](#)

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 TALENT SERVICE.

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

A bond is held for Micmac, Inc. D.B.A. as Donna Morong Acting Studio
in the amount of \$50,000 underwritten by

CNA Surety
151 N. Franklin Street, 17th Floor
Chicago, IL 60606
Ph: 312-822-5000
Fax: 312-822-7517

and is filed with the Labor Commissioner of the State of California.

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 Donna Morong Acting Studio.

(HYPERLINK TO CONTRACT PDF)

This contract is valid until (and including) DATE ONE YEAR FROM CONTRACT OR CLASS START DATE.

CANCELLATION NOTICE (complete & return this notice per above ONLY if you wish to cancel)

I HEREBY CANCEL THIS CONTRACT.

DATE:

ARTIST SIGNATURE:

ARTIST NAME (PRINT):

ARTIST EMAIL ADDRESS:

ARTIST PHONE NUMBER:

DATE:

AGREED & ACCEPTED BY DONNA MORONG ACTING STUDIO

Donna Morong Acting Studio
1103 N. El Centro Ave.
Los Angeles, CA 90038
donnamorongcasting@earthlink.net
www.donnamorongactingstudio.com