

# BBYT TERMS AND CONDITIONS

The Rules and Regulations of BBYT, which may be changed or altered by BBYT in its sole and absolute discretion, apply to the Production referenced on the reverse side of this page (the "Production"). Such Rules and Regulations include, but are not limited to, the following:

- 1. Agreement** - This Agreement shall be deemed in effect upon its receipt and acceptance by BBYT, or its authorized agent. Upon acceptance of this Agreement, the Participant is eligible to participate in the auditions, "call backs," practices, rehearsals, Dress Rehearsals, shows, events, programs and/or productions sponsored and/or produced by BBYT.
- 2. Participant, Parent And/Or Legal Guardian** - I represent that I am either (a) the Participant and that I am of legal age in the State of California and/or for the state in which I reside; and/or (b) I am the parent(s) and/or legal guardian(s) of the Participant whose name appears on the face page of this Agreement and I am of legal age in the State of California and/or for the state in which the Participant resides.
- 3. Tuition And Costume Fees** - I understand that in order for BBYT to accept this Agreement and/or the Participant to be eligible to participate in the auditions, "call backs," practices, rehearsals, Dress Rehearsals, shows, events, programs and/or productions sponsored and/or produced by BBYT, I agree to pay either for myself as the Participant and/or as the parent(s) and/or legal guardian(s) on behalf of the Participant a **non-refundable tuition fee of \$250.00** (\$200.00 for Participants, persons and/or families with valid, current and active memberships in the BBYT Membership Program), plus a **non-refundable costume fee of \$35.00**.
- 4. Strict And Absolute No Refund Policy** - BBYT has a strict "No Refund Policy" applicable to, but is not limited to tuition fees, costume fees, membership fees, donations, Volunteer Assistance Fees, tickets, flowers, Candy Grams, shirts, sweat shirts, trophies and/or "Oscars," and/or other promotional items. Once payment for the fee and/or item(s) is tendered by or on behalf of the Participant and accepted by BBYT, BBYT shall not be obligated to exchange and/or refund any amount to and/or on behalf of the Participant, parent(s) or legal guardian(s) of the Participant for any reason.
- 5. Reservation Of Rights** - As with any production, issues or situations can arise during the production process over which BBYT has little and/or no control including, but not limited to (a) the availability of venues, theatres, and/or practice and/or rehearsal facilities, (b) the availability and/or use of scripts and/or musical scores, (c) the availability of directors, co-directors, choreographers, musical directors, accompanists, attendants, assistants, rehearsal assistants, volunteers and/or technical crews, (d) the availability and/or coordination of transportation for Participants, sets, properties (hereinafter "props"), costumes, and/or drops, (e) the issuance and availability of copyrights and/or licensing of the production, and/or (e) inclement weather, traffic and/or other "Acts of God." Therefore, BBYT reserves the right to change and/or cancel the date, time and/or location of any and all auditions, "call backs," practices, rehearsals, Dress Rehearsals, shows, events, programs and/or productions sponsored and/or produced by BBYT with or without notice.
- 6. Participant And/Or Parental Responsibilities** - All casting is final and BBYT will not entertain or accept inquiries from anyone regarding casting. Also, BBYT reserves the right to call additional auditions or re-cast parts as necessary for the integrity and quality of the BBYT sponsored production, event and/or program. Furthermore, final production costs are dependent upon, in part, revenues from ticket sales and/or availability of parent and/or family members volunteering their time and/or talents towards the production of the shows. In order to maintain the Participant's eligibility status in the production, I expressly agree either for myself as the Participant and/or as the parent(s) and/or legal guardian(s) on behalf of the Participant to purchase and/or sell a minimum of fifteen (15) tickets for the production at the standard or established ticket prices for this production. In the event that there are multiple Participants from an immediate family in the production, there shall be a further requirement to purchase and/or sell a minimum of ten (10) additional tickets for the production per additional Participant. Sales of tickets for the school shows, if any, because said tickets are sold at a substantially reduced or discounted price, shall not apply towards the minimum ticket sale number referenced above.
- 7. Volunteer Assistance** - As indicated above, final production costs are determined by and/or defrayed by the availability and use of non-paid or volunteer assistants including, but not limited to, show secretaries, technical crews, practice or rehearsal assistants, costume assistants, makeup and/or hair assistants, lobby attendants, transportation crews, set builders, "load in" or "strike" crews, back stage managers or assistants, set and/or props crews, dressing room attendants and assistants, and/or entrance and exit assistants. Otherwise, paid or outside technical crews may be needed in order to maintain the production quality and integrity of the show(s) and/or the production of the show(s) may be re-scheduled and/or cancelled, as necessary and within the absolute and sole discretion of BBYT. Therefore, each parent and/or legal guardian (or other family members of legal age) of each Participant is required to volunteer a minimum of at least five (5) hours of their time and/or talents to this production. Should said parent(s) and/or legal guardian(s) of each Participant fail to meet the minimum number of volunteer hours per production, either the Participant and/or the parent(s) and/or legal guardian(s) on behalf of the Participant agrees to pay a non-refundable \$50.00 Volunteer Assistance Fee to apply towards the production costs of the production. Failure to meet the minimum number of volunteer hours per production and/or pay the Volunteer Assistance Fee, in its absolute and sole discretion, BBYT reserves the right to not allow the Participant to audition and/or participate in a subsequent event, program and/or production sponsored and/or produced by BBYT.
- 8. Ethics** - The Parent(s), legal guardian(s), and/or the Participant(s) (and the family, acquaintances, friends and/or guests of the Participant and his or her family) at all times shall conduct themselves in a manner which is lawful, courteous and respectful and, also, reflects the highest standards of honesty, integrity, courtesy, morality, professionalism and propriety towards BBYT and/or its assignees, its officers, board of directors, agents, invitees, employees, fellow Participants, volunteers, staff, independent contractors, technical crews, subcontractors and/or their assignees. BBYT will not permit or tolerate any activity or conduct from the Parent(s), legal guardian(s), and/or the Participant(s) (and the family, acquaintances, friends and/or guests of the Participant(s) which is unprofessional, dishonest, discourteous, unethical, illegal, improper, immoral and/or provides the appearance of impropriety. BBYT, in its absolute and sole discretion, reserves the right to intercede when said activity or conduct is suspected and further reserves the right to exercise its best judgment in its absolute and sole discretion in deciding the manner, if any, in which said activity or conduct can be rectified and/or determining the consequences of said activity or conduct including, but not limited to the dismissal of the Participant from the production, event and/or program sponsored by BBYT.
- 9. Names, Trademarks and Logos** - The name(s), trademarks, logo and/or copyrighted material, documents and/or literature of BBYT can only be used with the express written permission or consent of BBYT. All actors and volunteers are required to sign the: (1) A Release of Liability and Indemnification form; and, (2) A Consent for Emergency First Aid form prior to engaging in any activity related to the Production.
- 10. Cancellation Of Agreement** - This Agreement may be cancelled by the Participant, and/or by and through his or her parent(s) or legal guardian(s) if said Participant is not of legal age in the State of California, at any time and/or for any reason, upon providing the other party thirty (30) days written notification of cancellation.
- 11. Media And/Or Electronic Reproduction** - To maintain an accurate and a consistent public image, it is required that all media inquiries (including but not limited to radio, television, Internet, and/or print publication(s) be referred directly to Lynne Broyles, President/Artistic Director of BBYT. Also, due to licensing and/or copyright restrictions, the photographing, videotaping and/or reproduction by electronic means of any BBYT sponsored production, event and/or program including, but not limited to auditions, "call backs," practices, rehearsals, Dress Rehearsals, shows, events, programs and/or productions sponsored and/or produced by BBYT is strictly prohibited without the express written permission or consent of BBYT.
- 12. Non-Conflict** - I will be honest with BBYT regarding other commitments that might interrupt with my participation in rehearsals, or production week. I agree, to honestly, notate all conflicts, or overlapping schedules on the Audition Form provided, so BBYT can make a decision to cast or not cast me in a leading, minor or ensemble role knowing these conflicts. If, I am dishonest in notating my conflicts, BBYT will reserve the right to recast my role/roles with another cast member. If you have any conflicts, you must notify the director in writing, as soon as you know of any conflicts.
- 13. Binding Arbitration** - I agree, as either the Participant and/or as the parent(s) and/or legal guardian(s) of the Participant, that this Agreement shall be governed in all respects by California law. Any dispute, claim or action by, between and/or on behalf of Participant (and/or the parent(s) and/or legal guardian(s) of the Participant) and BBYT arising out of or in any way related to this Agreement shall be subject to final non-appealable, binding arbitration to be submitted for resolution to the American Arbitration Association (AAA). **I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THIS BINDING ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO TRIAL BY JURY.** In the event of a conflict concerning the rules and procedures between California law and the AAA, then California law shall prevail. Exclusive jurisdiction and venue over any claim, action or dispute by, between and/or on behalf of BBYT and the Participant (and/or the parent(s) and/or legal guardian(s) of the Participant) shall be in the County of San Diego in the State of California. Any Arbitration Award may be registered in a San Diego County Superior Court for the State of California for entry of judgment. Each party shall be responsible for his, her and/or its own costs of suit, arbitrator's fees, expert witness fees and/or attorney's fees. In the event that the Participant and/or the parent(s) and/or legal guardian(s) of the Participant files an action in a State and/or Federal Court in breach of this provision, said Participant and/or the parent(s) and/or legal guardian(s) of said Participant shall be responsible for any and all costs of suit and/or attorney's fees of BBYT.
- 14. Amendments And/Or Severability Clause** - This Agreement constitutes the entire Agreement by, between and/or on behalf of BBYT and the Participant, and/or the Participant's parent(s) and/or legal guardian(s), and no other additional provisions and/or amendments of any kind shall be valid unless in writing signed by the Participant, the parent(s) and/or legal guardian(s) of the Participant and/or other legally authorized person and/or legally appointed representative of the Participant and a designated and qualified officer and/or director of BBYT. If any part of this Agreement is deemed to be illegal, void, invalid and/or unenforceable, for any reason, the remaining portion(s) of this Agreement shall remain in full force and effect.