

# **Welcome To Synergy-LA!**

**Please mail the following documents to the address below.**

- 1) Completed Contract and Payment Form**
- 2) 100 headshots with your current resume attached on the back**

**Send To:**

**Synergy-LA  
P.O. box 69232  
West Hollywood, CA 90069**

**If you have any questions please call  
between the hours of 10am – 2pm.  
(310) 464-0080**

# SYNERGY REGISTRATION AGREEMENT

## -SIX-MONTH AGREEMENT-

This agreement is made by and between SYNERGY at 930 N. PALM AVE. #337, WEST HOLLYWOOD, CA 90069. Synergy-LA (hereinafter respectively "Synergy" or "Synergy Talent Services) and \_\_\_\_\_(name), whose address and social security number are written below ("Registrant"), on this \_\_\_\_\_(date), in connection with the Registrants desire to enroll for Synergy Marketing (Submissions) and Marketing Promotional services, which are more fully described below (hereinafter "Services"). Whereas, the parties agree as follows:

1. **ENGAGEMENT:** Execution of this agreement entitles Registrant to certain Synergy membership services, including the making specified Registrants available for auditions through the marketing & promotion of registrants physical materials. However, employment or audition offers shall be made exclusively by third-party casting directors, casting companies, casting agencies, or production companies (hereinafter "Casting Directors," "Producer," or "Production Decision Makers"), which are not part of, nor are they the affiliates, licensees, employees, or partners of Synergy.

a. **Services:** A complete list of services that Synergy offers shall be attached hereto as Exhibit A (hereinafter "Services"), and made a part hereof. The availability of any service shall be contingent upon payment of the applicable fee, which can be found in the "Services" and will be made available by Synergy. Synergy reserves the right to amend prices and terms of services from time to time without notice. Performers seeking an agent, but only desire the benefits of having their head shot and resume packaged and delivered for them, are automatically eligible to be enrolled in Synergy's "Agency Submission" service Roster, (hereinafter respectively as the "Basic Roster" or the "Talent Submission Services"). Performers seeking a more hands on assistance with the self-submission labor involved of their materials, may be enrolled in Synergy's "Submission & Marketing Promotional" service, (hereinafter respectively the "Primary Roster" or "Virtual Personal Managers" services). The Basic Roster and the Primary Roster shall collectively be referred to as the "Roster," unless otherwise specified. Unless otherwise designated, all references to Roster shall refer to the non-Screen Actors Guild rosters. Special terms and conditions apply to acceptance into any of the Screen Actors Guild rosters (hereinafter the "SAG Roster").

2. **PAYMENT:** A complete list of Services and applicable fees can be found in the "Services" Pricing List, which will be made available to Registrants by Synergy.

a. **Due Dates:** Renewal payments aka Auto Pay charges shall be authorized, Exhibit B (hereinafter "Auto Pay Agreement") . Dues and renewal fees must be received by Synergy on or before the twenty-third ( 23rd ) day of each month, or the Easy Pay Plan credit card information must be updated on or before the twenty-third (23rd) day of each month, or Synergy may elect to terminate this Agreement or suspend further services, at the sole discretion of Synergy. When Registrant enrolls for Synergy Service for the first time, Registrant may choose to pay a prorated fee to join a Roster or enroll in a Service before & to start on the (1<sup>st</sup>) first or fifteenth (15th) day of the month. Such early enrollment is at the discretion of Synergy and subject to availability.

b. **Penalties and Service Fees:** Failed Auto Pay collections, bounced checks – if receipt has received written consent to provide checks - that result in a \$25 service fee. Registrants that decline the "Auto Pay Agreement" and renew by personal check are charged an additional service fee of five dollars (\$5.00) per check.

c. **Enrollment:** Registrant is urged to be available for union and non-union auditions at all times that the Registrant is enrolled with Synergy. No discount, credit, or pro-rating will be applied to Registrants account, regardless of Registrants availability during the month. No discount, credit, or Pro-rating will be applied to Registrants account for Registrants failure to provide promotional materials to Synergy on date after pre-designated start date. Failure to make required payments will result in termination of this Agreement, at the sole discretion of Synergy.

d. **Commissions:** If Synergy Submission Services garners you long-term employment, renewal payments are still required to be made to Synergy for the duration of that employment. No commissions are taken for parts placed through Synergy's Submission services.

e. **Agents, Managers, and Legal Counsel:** Payment of any fee or commission to any agent, manager, or legal counsel shall be exclusively the responsibility of Registrant and Casting Director. Registrant expressly acknowledges that Synergy Submissions shall not collect for active or current roster registrants such fees or commissions for third parties, nor shall it notify any third party of earnings of Registrant, except at the discretion of Synergy or by operation of Law.

### 3. **PROFESSIONAL CONDUCT:**

a. **Professional and Workmanlike Manner:** Registrant agrees to render all services generally and customarily performed in similar capacities in a professional and workmanlike manner in accordance with specifications furnished by Synergy. Registrant shall promptly comply with all instructions, directions, requests, rules, and regulations of Synergy in connection with Registrants services to be rendered under this agreement.

4. **TERM:** The Initial Term of this Agreement shall be a 6 month basis (Initial Term). After the Initial Term has completed, the term of this agreement shall become month-to-month, commencing on the first (1st) day of each month and ending on the last day of the month (the "Term"). The parties may agree to begin Services at some earlier date, in which case the first period of the term may be less than one (1) month. The last date of each month is the ending date of the Term. The parties may mutually extend such term through the pre-payment of dues by Registrant, and the acceptance by Synergy of such pre-payment. Each renewal of the Term of this Agreement shall be at the discretion of both parties.

## 5. RELATIONSHIP OF PARTIES:

a. **Employer of Record:** Casting Directors & Producers with which you are booked through Synergy's services are your sole employer, and employer of record. Synergy shall not serve as an employer of Registrant for any reason, and all unemployment claims shall list the Casting Director that engaged you, not Synergy.

b. **Relationship with Registrant:** Registrant shall not be deemed to be Synergy's employees or contractors. Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. Neither party shall incur any debts or make any commitments for the other.

c. **Relationship with Casting Directors and Vendors:** Nothing in this agreement is intended to, or shall be deemed to infer or confer any employment, contractor, partnership, joint venture, affiliate, licensing or other relationship between Synergy and any Casting Director, or between Synergy and any third party vendor such as photographers, florists, printers, or retailers. Registrant specifically agrees to hold Synergy harmless in case of any claim, act, or threat of claim arising from the conduct, services, or products of Casting Directors or third party vendors.

## 7. TERMINATION:

a. **By Synergy:** It is understood by Registrant that Synergy may terminate this Agreement or suspend services under this Agreement at any earlier date before the end of the Term for any of the following reasons: 1) Violation of any provision in this agreement by Registrant, 2) failure of Registrant to comply with the Payment Clause 2, 3) any breach or alleged breach of the Professional Conduct Clause 3, 4) at the expiration of the Force Majeure Clause 16, 5) for cause, meaning willful or negligent acts by Registrant, at the sole discretion of Synergy without notice. If such termination shall occur before the completion of the Term, Registrant shall not be eligible for any refund of monies paid, or for any credit against future services with Synergy.

b. **By Registrant:** Registrant may terminate this Agreement at any earlier date before the end of the initial Term for any reason as long as registrant gives in writing a "notice of non-continuance" before or by the (18<sup>th</sup>) eighteenth day prior to the end of the Term. However, Registrant shall not be eligible for any refund of monies paid, future withdrawals (owed), or for any credit against future services with Synergy, under any circumstances.

If the Term has become a month-to-month basis, and if written notice of termination shall be received by Synergy by the (18<sup>th</sup>) EIGHTEENTH day of the month, no dues shall be payable for the upcoming month. However, if written notice is received by Synergy after the eighteenth (18<sup>th</sup>) day of the month or later, dues shall still be payable for the upcoming month. Registrant specifically authorizes Synergy to bill or perform Auto Pay charge Registrant in cases where such written notice has not been received or postmarked by the EIGHTEENTH (18<sup>th</sup>) day of the month.

If the Term shall be on any longer basis than month-to-month, then written notice of termination shall be due on the EIGHTEENTH (18<sup>th</sup>) day of the month of the final month of such term. If prior written notice of termination shall be received by such date, dues shall not be payable for the next successive month. However, if prior written notice of termination shall not be received by such date, then the Term of this Agreement shall automatically revert to a month-to-month basis, and in such instance, dues shall be payable for the next successive month.

8. **NOTICES:** All notices from Synergy to Registrant shall be sent to Registrant by standard United States Mail at the address printed at the bottom of this Agreement. All notices and payments from Registrant to Synergy shall be sent to Synergy by standard United States Mail at the following **Accounts Receivable address: P.O. Box 69232, West Hollywood, CA 90069**. Mailing Notices to any temporary "Submissions Department" location shall not be considered as proper notification. All notices shall be deemed given upon receipt by the party to whom they are addressed.

9. **NO SOLICITATION OF EMPLOYMENT:** Synergy Talent Services does not serve current Registrants as a talent agency or manager. Synergy is not a registered talent agency with the State of California and is not a franchised talent agency with the Screen Actors Guild, or with any other union. Registrant is encouraged to work with a talent agent licensed and bonded with the State of California. Synergy does not solicit employment on behalf of Registrant. Synergy is solely a Marketing & Promotional Membership Service that provides a packaging labor to its Registrants and casting expertise / services to Casting Directors.

10. **ARBITRATION:** In the event of a dispute between the parties hereto, the parties agree to submit such dispute to binding arbitration in the City of Los Angeles. The aggrieved party shall file a notice to arbitrate with the American Arbitration Association whose rules and procedures shall govern such arbitration. The award of the arbitrator may be entered in any court of competent jurisdiction for enforcement. The cost of any such arbitration shall be split between the parties, although it is agreed that the cost of counsel or representation shall be born separately and exclusively by the represented party.

11. **REMEDIES:** If Synergy breaches any covenant or condition of this Agreement, Registrant acknowledges and agrees that Registrant's sole remedy shall be an action at law to recover payments and/or monetary damages. In no event shall any of the obligations of Synergy under this Agreement, or any breach thereof, create a right of rescission or right to injunctive or other equitable relief in Registrant. This clause shall in no way be interpreted to limit Clause 11 requirements for mandatory arbitration.

12. **GOVERNING LAW:** This Agreement shall be governed by, and construed, in accordance with the laws of the State of California, applicable to contracts entered into and to be fully performed therein.

13. **AMENDMENT MUST BE IN WRITING:** This Agreement contains the full and complete understanding between the parties, supercedes all prior agreements and understandings, whether written or oral, and cannot be modified except by a written instrument signed by each party.

14. **MISCELLANEOUS:** In the event collections activity or legal action is required to enforce any provision of this Agreement, Synergy shall be entitled to recover reasonable collection costs and fees, attorney's fees, and costs.

15. **FORCE MAJEURE:** "Force Majeure" means any fire, flood, earthquake, or public disaster; labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God, any act of legally constituted authority; or any other cause beyond either party's control which would excuse either party's performance as a matter of law. However, both parties expressly agree that any SAG/AFTRA or related film industry guild strike, lockout, or slowdown shall not be treated here as Force Majeure, and shall not give rise to the operation of this Clause 16, unless required by operation of Law. If by reason of

force majeure, either party's performance hereunder is delayed, hampered or prevented, then the Term and payment provisions of this Agreement (and any performance required by either party) shall be extended for the amount of time of such delay or prevention up to a maximum of three months.

16. **WAIVERS:** All rights of the parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of any other rights and shall not limit or prejudice any other legal or equitable rights or remedies which the parties may have. The parties shall not be deemed to waive any of their rights or remedies under this Agreement, unless such waiver is in writing and signed by the party to be bound. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

17. **ASSIGNMENT:** Synergy may assign, license, transfer or otherwise dispose of this Agreement, and any of the rights, licenses, or privileges conveyed, in whole or in part; it being acknowledged, however, that all rights, duties and obligations of the Registrant hereto are personal and non-assignable.

Registrant expressly states that Registrant has read and understands the above Agreement describing the terms and conditions of enrolling with Synergy. Registrant expressly understands that Registrant has the right to seek outside counsel before signing this agreement, and Registrant has either done so, or has waived such right.

AGREED TO AND ACCEPTED:

Registrant: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(Please Print Name Above)

Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Home Phone / Alt # : \_\_\_\_\_

Email: \_\_\_\_\_

I swear that the above & below information is valid & accurate to date: \_\_\_\_\_ (Initial)

**SYNERGY-LA AUTOPAY AGREEMENT**

*Debits ALL Service Dues/Fees/Renewables Automatically*

\_\_\_\_\_(Initial) **Auto-Pay Billing Requirement:** I have provided credit card and/or debit card account number(s) to benefit from the Auto-Pay Billing Requirement. With my signature I authorize my renewal to be debited automatically from my account within 1-7 days before my renewal due date (23-30th of each renewing month) for service to continue on the 1<sup>st</sup> and/or all other service fees to be assessed at the time of service. I understand that it is my responsibility to make sure funds are available for these transactions and to notify the Membership Department at 310.464.0080 of any account number or expiration date changes so there will be no suspension of company-wide services. If funds are not available, Synergy Submissions will attempt to re-run the card two additional times over the next days without charge. Upon third failed attempt, Synergy Submissions will notify member to make payment by new credit card, debit card or money order along with a \$10.00 processing charge. Delayed payments will incur a late charge and suspension of services starting from the 12<sup>th</sup> of the month.

\_\_\_\_\_(Initial) **Membership Termination Notices:** I UNDERSTAND WRITTEN NOTICE IS REQUIRED BY THE 15th OF THE MONTH TO WITHDRAW FROM AUTO-PAY BILLING WITHOUT FURTHER CHARGES. LEAVING VERBAL MESSAGES OR INFORMING OTHER DEPARTMENTS DOES NOT CONSTITUTE "WRITTEN NOTICE" AND MAY RESULT IN FURTHER CHARGES. NOTICES RECEIVED OR POST DATED AFTER THE 18th OF THE MONTH, WILL BE ASSESSED CHARGES ACCORDINGLY. FURTHERMORE, I ACKNOWLEDGE THAT I HAVE CONTRACTED SYNERGY-LA, FOR A MINIMUM PERIOD OF THREE MONTHS (THE INITIAL TERM), AFTER WHICH RENEWING WILL COMMENCE TO A MONTH BY MONTH TERM BASIS.

**PRINT NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PH#** \_\_\_\_\_ **CELL#** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

(1)**CARD #** \_\_\_\_\_ **EXP DATE** \_\_\_\_\_ ( )MC ( )Visa ( )Discover ( )Amex

(2)**CARD #** \_\_\_\_\_ **EXP DATE** \_\_\_\_\_ ( )MC ( )Visa ( )Discover ( )Amex

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**I UNDERSTAND TO WITHDRAW RENEWABLE SERVICES, WRITTEN NOTICE MUST BE RECEIVED BY THE 18<sup>TH</sup> OF THE MONTH, VIA MAIL COURIER TO:**

**SYNERGY-LA AR P.O. BOX 69232 W. Hollywood, CA 90069**

=====office use only=====

Option/Card Update  
Notes/Dates: \_\_\_\_\_

Add'l Credit Card # by Phone: \_\_\_\_\_ EXP Date \_\_\_\_\_  
CODE \_\_\_\_\_

## SERVICES & PRICING

### SERVICES:

Synergy-LA is a marketing and submission service for actors. We will provide our clients with:

-Theatrical/Commercial Daily (Monday-Friday) Submissions. These submissions will be delivered to the casting directors via our courier.

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-Exclusive invitations to casting director workshops.

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-A list of submissions that we made for our clients every two weeks so they can track their auditions.

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-Invitations to networking events.

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-A newsletter with current industry tips and information.

### PRICING:

A membership with Synergy-LA is **\$79 per month plus a one time \$20 set-up fee**. The fee will be debited from an account of your choosing on the 1<sup>st</sup> of each month. After the 6 month contract your membership will become a month-to-month membership. At this point if you wish to cancel you must send a signed letter to our accounts receivables dept. on or before the 18<sup>th</sup> of the month prior to your desired cancel date.

If you refer a friend to Synergy-LA and they sign-up you will receive \$20 off per month for 6 months!

### Your Responsibility As a Member:

You are responsible for providing current headshots with resumes attached throughout your membership. If you do not provide us with headshots/resumes you are still responsible to pay for your membership and fulfill your contract.