

THE INDUSTRY EXCLUSIVE CONSULTATION

TERMS & CONDITIONS

Effective Date: _____

Provider: PM Zelaya LLC

Service: The Industry Exclusive Consultation

These Terms and Conditions ("Terms") govern the purchase and participation in The Industry Exclusive Consultation provided by PM Zelaya LLC ("Company," "we," "us," or "our"). The purchaser or participant is referred to as the "Client" or "you."

By purchasing, scheduling, or participating in the consultation, you acknowledge that you have read, understood, and agreed to these Terms.

1. CONSULTATION SERVICES

The Industry Exclusive Consultation is an educational and strategic consulting service provided by PM Zelaya LLC for parents, guardians, momagers, and/or child talent seeking guidance regarding the entertainment industry.

Unless otherwise stated in the purchased offer, the consultation package consists of **two one-hour consultation sessions**. Sessions may address career goals, casting profiles, professional materials, industry strategy, portfolio development, submissions, representation readiness, auditions, and other topics relevant to the Client's stated needs.

The exact topics discussed depend on the Client's goals, circumstances, materials, and questions. Consultation services are advisory and educational in nature.

2. NO TALENT REPRESENTATION OR EMPLOYMENT PROCUREMENT

Purchasing a consultation does not create an agent-client, manager-client, employment, partnership, joint venture, fiduciary, or similar relationship between PM Zelaya LLC and the Client or child talent.

PM Zelaya LLC is not agreeing through this consultation to act as a licensed talent agent, casting director, employer, attorney, accountant, or employment agency, and the consultation does not include a promise to procure employment.

Any discussion of agents, managers, casting opportunities, submissions, pitching, networking, or career strategy is provided for educational and consulting purposes.

3. NO GUARANTEE OF RESULTS

PM Zelaya LLC does not guarantee auditions, callbacks, bookings, SAG-AFTRA eligibility or membership, representation, meetings with industry professionals, employment, income, exposure, career advancement, or any other entertainment-industry result.

Entertainment-industry outcomes depend on many circumstances outside the Company's control, including casting needs, talent, training, preparation, professional materials, market conditions, location, availability, representation, timing, third-party decisions, and Client implementation.

Testimonials, examples, or discussions of previous experiences are illustrative only and do not guarantee that another Client will obtain the same or similar outcome.

4. CLIENT RESPONSIBILITIES

The Client is responsible for providing accurate and reasonably complete information relevant to the consultation and for arriving prepared with questions, materials, profiles, links, or other items the Client wishes to have reviewed.

The Client remains solely responsible for deciding whether to implement any recommendation discussed during the consultation. The Company cannot guarantee the accuracy of information supplied by the Client or third parties and is not responsible for decisions made using incomplete or inaccurate information.

The Client should independently evaluate significant career, contractual, financial, safety, or legal decisions and obtain qualified professional advice when appropriate.

5. MINORS AND PARENTAL AUTHORITY

If the consultation concerns a minor child, the person purchasing or participating in the consultation represents that they are the child's parent, legal guardian, or otherwise possess appropriate authority and permissions to discuss the child's career and provide the child's materials.

The Parent or Guardian retains sole responsibility for decisions affecting the minor, including auditions, contracts, travel, professional services, communications with third parties, safety, finances, and career opportunities.

Nothing discussed during a consultation overrides a Parent's or Guardian's responsibility to determine what is appropriate for their child.

6. SCHEDULING

Consultations are scheduled by mutual availability using the scheduling method designated by PM Zelaya LLC. The Client is responsible for confirming the correct date, time, and time zone.

The Client should arrive on time. A late arrival does not automatically extend the scheduled end time because other appointments or obligations may follow.

If PM Zelaya LLC must reschedule a consultation, reasonable efforts will be made to provide an alternative appointment time.

7. RESCHEDULING AND MISSED APPOINTMENTS

Clients should provide reasonable advance notice when requesting to reschedule. Any specific rescheduling or cancellation window disclosed at booking will control.

A missed appointment or failure to attend without the required notice may be treated as a used consultation session to the extent permitted by applicable law and the policy disclosed at booking.

Repeated rescheduling may be limited when reasonably necessary to manage availability. Exceptions may be considered for emergencies at the Company's discretion and subject to applicable law.

8. FEES, PAYMENT, CANCELLATIONS, AND REFUNDS

Consultation fees are those displayed or otherwise agreed to at the time of purchase. Payment is due according to the terms presented at checkout, invoice, or booking.

The cancellation and refund policy disclosed on the applicable checkout, booking, invoice, or written agreement at the time of purchase will govern. Nothing in these Terms is intended to waive any cancellation, refund, rescission, or consumer rights that cannot legally be waived.

Unless the applicable purchase terms state otherwise, purchasing a consultation reserves professional time and does not guarantee a particular result.

9. CONSULTATION EXPIRATION

If the purchased offer states an expiration or completion period, all consultation sessions must be used within that period unless otherwise agreed in writing or required by law.

If no expiration period is stated at purchase, the parties should schedule both sessions within a reasonable period so that the advice remains relevant to the Client's circumstances.

10. THIRD-PARTY PLATFORMS AND PROFESSIONALS

During a consultation, PM Zelaya LLC may discuss casting platforms, photographers, acting coaches, agents, managers, attorneys, service providers, or other industry resources. Unless expressly stated otherwise, these third parties are independent of PM Zelaya LLC.

Discussion or identification of a third party is not a guarantee, endorsement of every future interaction, or promise of acceptance, representation, employment, safety, quality, pricing, or results.

Clients are responsible for conducting their own due diligence before purchasing services, submitting materials, entering contracts, providing personal information, or pursuing an opportunity.

11. SAFETY AND INDUSTRY DUE DILIGENCE

Parents and guardians are responsible for independently verifying opportunities involving minors, including casting notices, production companies, representatives, photographers, coaches, locations, compensation arrangements, contracts, and requests for personal information.

Clients remain responsible for compliance with applicable laws, work permits, trust requirements, union rules, and other requirements associated with minors working in entertainment.

12. CONFIDENTIALITY AND PRIVACY

PM Zelaya LLC will use reasonable care when handling information provided for consultation purposes. However, the Client should avoid transmitting highly sensitive information that is unnecessary for the consultation.

The Client may not record, reproduce, publish, distribute, livestream, or commercially exploit a consultation without prior written permission from PM Zelaya LLC.

Any recording by PM Zelaya LLC will be handled in accordance with applicable consent requirements. A separate release should be obtained before identifiable Client or minor content is used publicly for advertising or promotional purposes.

13. INTELLECTUAL PROPERTY

Any worksheets, frameworks, checklists, templates, guides, presentations, written recommendations, or other proprietary resources supplied by PM Zelaya LLC remain the intellectual property of PM Zelaya LLC or its licensors.

The Client receives a limited, personal, non-exclusive, non-transferable right to use those materials for personal educational purposes and, where applicable, to support their own child talent.

Materials may not be resold, republished, distributed, taught as the Client's own curriculum, or used to create substantially reproducing commercial products without prior written authorization.

14. TECHNOLOGY

Virtual consultations may be conducted through Zoom or another designated platform. The Client is responsible for having suitable internet access, a compatible device, and access to the required platform.

PM Zelaya LLC is not responsible for Client-side internet outages, device failures, software incompatibility, or similar technical problems outside the Company's control. When a material Company-side technical issue prevents delivery, reasonable efforts will be made to reschedule the affected session.

15. EDUCATIONAL INFORMATION - NOT LEGAL, FINANCIAL, OR TAX ADVICE

Consultation information is educational and strategic and is not legal, tax, accounting, financial, medical, or other regulated professional advice.

Clients should consult appropriately qualified professionals concerning contracts, work permits, Coogan or trust requirements, union matters, taxes, employment law, intellectual property, or other matters requiring specialized professional advice.

16. PROFESSIONAL CONDUCT

Clients agree to communicate respectfully and refrain from harassment, threats, discriminatory conduct, abusive behavior, or unlawful activity during consultations.

PM Zelaya LLC may end or suspend a consultation when reasonably necessary to maintain safety and professional boundaries. Any financial consequences will be determined under applicable law and the cancellation/refund terms governing the purchase.

17. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, PM Zelaya LLC will not be liable for indirect, incidental, special, consequential, or speculative damages arising from the consultation, including lost opportunities, lost profits, failure to obtain representation, failure to receive auditions, or failure to book employment.

Nothing in these Terms excludes or limits liability where doing so is prohibited by law.

18. FORCE MAJEURE

PM Zelaya LLC will not be considered in breach for reasonable delays caused by circumstances outside its reasonable control, including illness, emergencies, natural disasters, severe weather, governmental actions, widespread technology outages, platform failures, or similar events. Reasonable efforts will be made to reschedule materially affected services.

19. GOVERNING LAW

These Terms will be governed by the laws of the State of California, without regard to conflict-of-law principles, except where applicable consumer-protection law requires otherwise.

Any arbitration, jury-waiver, venue, or mandatory dispute-resolution provision should be separately reviewed by qualified California legal counsel before being added to this agreement.

20. SEVERABILITY AND ENTIRE AGREEMENT

If any provision is found invalid or unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law.

These Terms, together with the applicable checkout terms, booking terms, invoice, refund policy, and any signed written agreement, constitute the agreement concerning the consultation. If a specifically negotiated signed agreement conflicts with these Terms, that agreement will control unless applicable law requires otherwise.

CLIENT ACKNOWLEDGMENT

I acknowledge that The Industry Exclusive Consultation is an educational and strategic consulting service and does not guarantee auditions, callbacks, bookings, representation, employment, income, or any other entertainment-industry result.

I understand that PM Zelaya LLC is not becoming my or my child's talent agent, manager, employer, casting director, attorney, accountant, or financial advisor merely because I purchase or participate in a consultation.

I understand that I remain responsible for all decisions concerning myself and/or my child talent and that I should seek qualified professional advice when legal, financial, tax, safety, or other specialized issues arise.

I agree to comply with the scheduling, payment, intellectual-property, confidentiality, and professional-conduct requirements applicable to my consultation.

ACCEPTANCE

Client/Parent Full Name: _____

Child Talent Name (if applicable): _____

Client Signature: _____

Date: _____

PM Zelaya LLC Representative: _____

Signature: _____

Date: _____

PM ZELAYA LLC
The Industry Exclusive Consultation
Clarity - Strategy - Professional Preparation

Important: This document is a business template and is not legal advice. Because the consultation may involve paid services and guidance concerning minors in the entertainment industry, PM Zelaya LLC should have the final terms reviewed by a California-licensed attorney before using them as a binding agreement.