

# PARTICIPATION AGREEMENT

**AFM Local 47 and Employers' Health & Welfare Fund,**  
1000 N. Central Ave., Suite 400, Glendale, CA 91202 - 800-759-3132

The undersigned employer (the "Employer") employs musicians who are or may become eligible to participate in the AFM Local 47 and Employers' Health & Welfare Fund (hereinafter the "Fund"). Further, the Employer acknowledges and agrees that it is signatory to and bound to a collective bargaining agreement or other contract – by and between the Employer and AFM Local 47 (the "Local") or the Employer and the American Federation of Musicians (the "AFM") – which requires the Employer to remit contributions, at the rate defined and set forth therein and on behalf of all musicians employed under such collective bargaining agreement or contract (hereinafter "musicians"), to the Fund. A copy of the collective bargaining agreement or contract has been provided to the Fund and is subject to the approval of the Fund's Board of Trustees prior to the Fund having any obligation to accept contributions thereunder and/or pursuant to this Participation Agreement.

Accordingly, the Employer agrees that it is bound to this Participation Agreement and is also bound by and accepts the terms and conditions of the *AFM Local 47, and Employers' Health and Welfare Trust Agreement*, dated February 12, 1970, as amended and restated and any future amendments thereto, as well as those rules and regulations which the Board of Trustees (the "Trustees") of the Fund have or may, in the future, promulgate (collectively the "Trust Agreement"), as well as the decisions and rulings of the Fund's Trustees in administering the Fund. The Employer specifically acknowledges said Trust Agreement, the terms of which are incorporated by reference herein and made a part hereof. **NOTE: The Trust Agreement is available at the Fund's office upon written request from the Employer.**

The Employer shall remit contributions for every musician it employs at the rate and in the amount required and established by the applicable collective bargaining agreement, contract or Wage Scale promulgated by the Local. All contributions shall be made by check or other instrument acceptable to the Fund, payable to the Fund. No later than thirty (30) days following every engagement where it employs musicians covered by the Trust Agreement, the Employer shall remit the appropriate contributions as determined and required by the collective bargaining agreement or contract -- together with a completed copy of a remittance report in a form acceptable to the Fund (or a form containing the identical information) -- by either delivering the same to the Local (either by hand or mailing), or by mailing the same directly to the Fund at: Collections Department, AFM Local 47 and Employers' Health & Welfare Fund 1000 N. Central Ave., Suite 400, Glendale, CA 91202.

The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf, provided (1) the payroll company or other third party is also a present signatory to a Fund Participation Agreement and (2) the Employer provides the Fund with a written acknowledgment setting forth the authority of the payroll company or other third party to make contributions to the Fund on the Employer's behalf. Such authorization shall remain in effect until the Fund receives a written notice from the Employer revoking the same. No such authorization or designation of a payroll agent shall relieve the Employer of its obligations under the applicable agreement, contract, wage scale, this Participation Agreement or the Fund's Trust Agreement and to remit all contributions, required thereunder, to the Fund.

The Employer acknowledges and agrees that Fund shall be entitled, and at its sole and exclusive discretion, to audit the payroll and related records of the employer for the purpose of verifying that the Employer has fully and properly remitted all contributions and other amounts that are due to the Fund. The Employer further acknowledges and agrees that such audit(s) shall be at the expense of the Fund (a) unless the audit demonstrates that the Employer has failed to fully and properly remit all contributions and other amounts due to the Fund and/or (b) the Fund's rules and regulations provide otherwise.

The Employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by, the Fund and such further relief as may be provided at law or under the terms of the Trust Agreement (including, without limitation, liquidated damages, interest, attorneys' fees, litigation expenses and court costs) and that the Fund may commence, without any further notice to the Employer, any and all legal proceedings the Fund deems, in its sole discretion, necessary with regard to the collection of any and all delinquent contributions and unpaid liquidated damages, interest, audit fees and related costs.

The individual signing this agreement acknowledges that if s/he performs as a band leader, soloist or cooperative group member, s/he cannot make a contribution to the Fund on her/his behalf unless s/he is incorporated and the corporation makes the contribution for her/his performance in the capacity of an employer. The Fund may require a valid certificate of incorporation or other acceptable documentation as evidence of such corporate status and a valid collective bargaining agreement or contract must be on file with and approved by the Fund before contributions will accepted and processed.

The Employer acknowledges and agrees that any and all disputes between the Employer and the Fund relating to contributions to the Fund or any matter covered by this Participation Agreement and/or the Fund's Trust Agreement shall be submitted for resolution to the Trustees and shall not be subject to arbitration or other dispute resolution procedures that may be set forth in the collective bargaining agreement and/or contract.

This Participation Agreement shall continue in full force and effect until the Employer notifies the Trustees by certified mail, with a copy to the Local or the AFM as the case may be, that the Employer no longer has a legal duty to contribute to the Fund and the Trustees acknowledge that cessation of duty in writing. In any such notice to the Trustees, the Employer shall set forth the specific basis on which its legal duty to contribute to the Fund has ceased. By signing this Participation Agreement, the Employer expressly acknowledges and agrees that its legal duty to contribute to the Fund shall continue in full force and effect until and unless the Trustees have acknowledged, in writing, that the Employer's duty to contribute has ceased.

For the Union

AFM LOCAL 47

By: \_\_\_\_\_  
Authorized Officer Signature

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

\_\_\_\_\_  
Print name and Title of Signer

Payroll Company Information (if applicable)

\_\_\_\_\_  
Name of Payroll Agent

\_\_\_\_\_  
Payroll Agent Tax ID Number

\_\_\_\_\_  
Payroll Company Phone Number

\_\_\_\_\_  
Date Payroll Company Signed the Participation Agreement

For the Employer

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer or Agent Signature

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

\_\_\_\_\_  
Print Full Name and Title of Signer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Employer Tax ID Number

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ACCEPTED BY THE AFM LOCAL 47 AND EMPLOYERS HEALTH AND WELFARE FUND

By: \_\_\_\_\_  
Authorized Agent Date

\_\_\_\_\_  
Print Name and Title of Signer