

# RULES AND REGULATIONS FOR AFM LOCAL 47 REFERRAL SERVICE

## GENERAL RULES

1. **Purpose:** AFM Local 47 (“Local”) shall maintain a referral service, to be known as the *AFM Local 47 Referral Service* (“Referral Service”), for the purpose of enhancing employment opportunities for members of the Local. The Referral Service shall serve the members by 1) gathering and classifying information from individual Local members seeking work and referring members registered with the Referral Service to persons/entities which seek to potentially employ Local 47 members who have registered with the Referral Service (hereinafter “Purchasers”) and/or contractors requesting same, and by 2) gathering and classifying information on Local individuals and their organized musical groups (collectively “Units”) seeking professional engagements and referring Units and/or individual musicians registered with the Referral Service to individuals or organizations (“Purchasers”) requesting same.
2. **Rules:** All Referral Service referrals shall be governed by the Rules and Regulations set forth in this document, as well as the Bylaws of Local 47, the Bylaws of the American Federation of Musicians (“AFM”), and such other rules and regulations as may be, from time to time, promulgated by the Local. A copy of these Rules and Regulations shall be available upon request at the offices of the Referral Service, located on the premises of the Local, 817 Vine Street, Hollywood, CA 90038. The Local reserves the right to amend, modify, or alter these rules at any time.
3. **Website:** The Referral Service may—from time to time and upon authorization from the Local’s Executive Board—operate a website in addition to its regular office services to be known as *Referrals47.org* (“Referral Website”). The Referral Website operates as a self contained program associated with the Referral Service and is governed by its own set of rules which can be found under the ‘Referral Service Policies and Procedures’ listed on the Referral Website at [www.Referrals47.org](http://www.Referrals47.org). A registrant in the Referral Service is not also automatically enrolled or registered in the Referral Website: that must be done separately and requires a registrant to also agree to and be bound by the rules and regulations that govern the operation and administration of the Referral Website.
4. The Local reserves the right, by and through the sole and exclusive discretion of its Executive Board, to modify, amend and/or discontinue the separate services offered through the Referral Website.
5. **Hours:** The Referral Service shall be open Monday through Friday, Holidays excluded, from 9:00 a.m. to 5:00 p.m. A registered Local member may inquire about the various services provided by the Referral Service in person, by emailing [contact@referrals47.org](mailto:contact@referrals47.org) or by phoning (323) 993-3174. Purchasers may request referrals through the same means.
6. **Union Membership:** The Referral Service shall be maintained solely and exclusively as a benefit to the members of the Local. Only members in good standing of the Local may register for referral through the Referral Service, and only members in good standing of the Local shall be referred by the Referral Service. All musicians used by Units to perform engagements referred by the Referral Service must be members in good standing of the American Federation of Musicians. The Referral Service is not an exclusive nor nonexclusive hiring hall system and employers with whom the Local and/or the AFM maintain collective bargaining relationships are not required, as a term and condition of their collective bargaining agreements with the Local and/or AFM, to utilize the Referral Service prior to engaging any musician or musical groups.
7. **Non-Discrimination:** The Referral Service shall operate strictly on a non-discriminatory basis. Referrals and registration on the Referral Service shall be made without reference to race, creed, color, religion, sex, age and/or sexual preference. Requests for musicians within a specific racial, religious, age, sex, national origin, etc. grouping, shall be honored only when such a request is made in the context of a bona fide employment criterion, e.g., a movie or television production which by virtue of its storyline requires musicians of a certain ethnic background, age, sex, etc.

8. **No Fees:** The Referral Service is not, and shall not function as, a talent agency, a management agency, or a booking agency. Accordingly the Referral Service shall not negotiate compensation nor provide management or other related services to any party for its services, whether in the form of a registration fee or commission for employment obtained.
9. **Minimum Wages and Conditions:** The wages and working conditions for all employment or engagements obtained through the Referral Service must be at least those set forth for such employment or engagements by the Local or by the American Federation of Musicians, whichever is applicable to the specific type of performance.
10. **No Guarantee of Employment:** Neither the Local nor the Referral Service guarantee or warrantee that any Unit and/or individual musician registered with the Referral Service becomes entitled, as a condition or benefit of such registration, to any employment or referral to potential employment.

#### **RULES GOVERNING REGISTRATION**

11. **Need to Register:** Membership in Local 47 shall not automatically register the name of a musicians or a Unit with the Referral Service. Only those members and Units following the procedures set forth below shall be registered with the Referral Service and eligible for referral.
12. **Registration Form:** To register, an applicant shall complete this registration form provided by the Referral Service on an annual basis. Further, the applicant's name, contact telephone number(s), email address, type(s) of music performed and such other information as the Referral Service may deem necessary are required to be provided.
13. **Residency:** To register, an applicant must maintain their primary residence within the confines of Local 47's geographic jurisdiction and be readily available to accept any engagement to which a referral is provided by the Referral Service.
14. **Additional Information:** In addition to the information required of individual musicians, Units may be asked to provide size of Unit, the identities of all members (including substitutes and extra musicians) of the Unit, instrumentation and such other information as the Referral Service may deem necessary. All members of the Unit must be Local 47 members in good standing at the time of registration of the Unit.

#### **RULES GOVERNING REFERRALS**

15. **Referral Requests:** The information obtained in connection with each request shall be used by the Referral Service to complete a *Request for Referral Form* (available for inspection at the offices of the Referral Service). For requests for side musicians the Form shall include the name and phone number(s) of the potential employer unless the employer has requested anonymity, the date, time and location of the engagement, the instruments needed, the style(s) of music and any other information necessary to assist the Referral Service in providing the employer with an adequate referral. For requests for Units the Form shall include the identity and phone number of the Purchaser unless the employer has requested anonymity, the type of event and its date, time, and location, the number of people expected, the type of music needed, any special equipment or attire required, and any other information necessary to assist the Referral Service in providing the Purchaser/Employer with an adequate referral.
16. **Job Book:** The Referral Service shall maintain a Job Book in which employer or Purchaser requests for musicians and/or Units, which meet the requirements of the rules governing the Referral Service, shall be posted in the event the purchaser/employer has advised the Referral Service that it does not object to the positing of its information. Once each week, Units and/or individual musicians registered with the Referral Service shall be allowed to peruse—either in person, by email or by telephone—those requests for which they are qualified.

17. **Lists:** The Referral Service shall match the needs specified by the employer or Purchaser with the information provided by those Units and/or individual musicians registered with the Referral Service. The Referral Service shall identify those Units and/or individual musicians which fit the criteria requested, and shall provide the employer or Purchaser with a limited list of names, and telephone numbers for those Units and/or individual musicians. The Referral Service shall rotate the order in which Units and/or individual musicians are placed on each successive list.
18. **Referral Record:** The Referral Service shall maintain a record of all referrals made pursuant to the above Rules. After the Purchaser has been provided with the relevant information, the Referral Service shall contact the Units and/or individual musicians that were referred to the Purchaser and advise them of the referral.
19. **Purchaser's Decision:** The decision of a Purchaser to engage any Unit and/or individual musicians and the responsibility for making all necessary arrangements for the actual providing of musical services shall be between the Purchaser and the Unit and/or individual musicians which the Purchaser decides to engage.
20. **Reporting:** Once agreement to perform an engagement has been reached between a Purchaser and any referred Unit and/or individual musicians, the Unit Leader and/or individual musicians shall immediately report that fact to the Referral Service. Upon entering into an agreement to perform with the Purchaser, the Unit and/or individual musicians shall fulfill all reporting requirements, including any and all contracts and reporting forms required by the Local and/or the American Federation of Musicians where the engagement is not otherwise covered under another Local and/or AFM collective bargaining agreement, such as the AFM TV/Film Agreement for sidelining engagements, etc.
21. **Removals:** With respect to any engagement obtained through the Referral Service, a Unit and/or individual musicians may be immediately suspended and/or removed from listing with the Referral Service in the event the Unit and/or an individual musician: 1) Fails to report immediately the agreement to perform an engagement to the Referral Service; 2) Fails to fulfill any of the reporting requirements of the Local; 3) Commits any other violation of the Bylaws of the Local or of the American Federation of Musicians, of the *Local Wage Scales and Rules and Regulations Covering Live Engagements*, these Rules and Regulations, or such other terms and conditions of employment as are contained in an applicable collective bargaining agreement with the Local or the Federation applicable to the engagement. The Referral Service Office shall immediately report any alleged violations of these Rules to the office of the Vice President, who shall then investigate the alleged violation. In the event the Vice President determines that there is sufficient evidence establishing that a violation has, in fact occurred, the following penalties shall be imposed upon the offending Unit and/or individual musicians: (1) For an initial violation, the offending Unit and/or individual musician shall be de-listed from the Referral Service for a period of not less than 90 calendar days; (2) For a second violation the offending Unit and/or individual musician shall be de-listed from the Referral Service for a period of not less than 180 calendar days, and; (3) For a third violation, the offending Unit and/or individual musician shall be permanently barred from registering with the Referral Service. Any Unit may appeal the decision of the Vice President through the procedures set forth at Paragraphs 22 through 24 of these Rules. Any decision of the Vice President not appealed within 30 days of the Unit and/or individual musician first having knowledge of that decision shall become final and binding and shall not be reviewable under the procedures set forth at Paragraphs 22 through 24 of these Rules.

### **RESOLUTION OF DISPUTES**

22. **Complaints:** Any member of the Local who has a complaint or dispute regarding the administration of the Referral Service—including any action taken by the Local's Vice President under Paragraph 21 of these Rules—shall file a written complaint detailing the specifics of the complaint or dispute with the office of the Local's Vice President. Said complaint must be filed within 30 days from when the member first had knowledge of the facts underlying the complaint or dispute.
23. **Attempt at Resolution:** Upon receiving a written complaint, the President of the Local shall communicate with the party filing the complaint and with the Administrator of the Referral Service in

an attempt to resolve the dispute to the satisfaction of all parties. If the dispute cannot be resolved in this manner, the complainant shall have the right to request that the dispute be referred to binding arbitration.

24. **Arbitration Procedure:** Upon receipt of a request for arbitration, the Local President shall notify the Federal Mediation and Conciliation Service ("FMCS") regarding the existence of the dispute and request the FMCS to provide a list of arbitrators to the Local and the complainant. A representative of the Local and the complainant shall then select an arbitrator to hear the dispute from the list provided by the FMCS, and as provided for in the rules issued by the FMCS. The arbitration shall be conducted pursuant to the Expedited Rules for Labor Arbitration of the FMCS. Each party shall have the right to be represented by counsel at the arbitration hearing at that party's own expense. The Local shall pay for the expense of the arbitration, including the fee charged by the arbitrator. Any party which desires to have the proceedings transcribed by a court reporter shall make arrangements for the presence of a court reporter and be responsible for payment of the court reporter's fees. In ruling upon any complaint, the arbitrator shall have no authority to alter, amend, subtract from or in any other manner modify these Rules and shall solely interpret these Rules as applied to the at issue complaint.
25. **Award:** The award of the arbitrator shall be final and binding on both parties. This agreement shall be in full force starting on \_\_\_\_\_ and membership in the Referral Service shall remain in effect through the life of your AFM Local 47 membership as a current active member in good standing, or until written notice of resignation from the Referral Service is received.

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**RULES AND REGULATIONS  
FOR  
AFM LOCAL 47 REFERRAL SERVICE  
WEBSITE AGREEMENT**

Referrals47.org is an online service that allows Members of the Referral Service to post personal and band profiles online in order to procure employment. The services offered by Referrals47.org ("Referrals47.org" or "we"), an entity wholly owned and administered by AFM Local 47 ("Local 47"), include the Referrals47.org website (the "Referral Service Website"), and any other features, content, or applications offered from time to time by Referrals47.org in connection with the Referral Service (collectively, the "Referral Service Website").

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the Referral Service Website. As a member of AFM Local 47, and as a registrant with the Referrals47.org, you agree to be bound by this Agreement, the rules and regulations of Referrals47.org, the Bylaws of AFM Local 47 and the Bylaws of the American Federation of Musicians. You also agree to abide by all applicable laws and federal/state regulations that may apply to usage of Referrals47.org. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Referral Service Website and discontinue use of the Referral Service Website immediately. If you wish to register as a Member and make use of the Referral Service Website, you must read this Agreement and indicate your acceptance during the Registration process.

This Agreement sets forth and establishes Referrals47.org's policy for acceptable use of the Referral Service Website and Content posted on the Referral Service Website, as well as your rights, obligations and restrictions regarding your use of the Referral Service Website and Referrals47.org's Privacy Policy. In order to continue your participation in certain Referral Service Websites, you may be notified at a future date by Referrals47.org that you are required to agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Referral Service Website in which you choose to participate, those additional terms will be, and are hereby, incorporated into this Agreement. You may receive a copy of this Agreement by emailing us at: [contact@Referrals47.org](mailto:contact@Referrals47.org); Subject: Terms of Use Agreement.

Referrals47.org and Local 47 hereby reserve the right, in their sole and exclusive discretion, to modify this Agreement from time to time and any such modifications shall be effective and binding upon you when posted by Referrals47.org on the Referral Service Website. You agree to be bound to any changes to this Agreement when you use the Referral Service Website after any such modification is posted. It is therefore important that

you review this Agreement and the Referrals47.org website regularly to ensure you are updated as to any changes.

Please choose carefully the information you post on Referrals47.org. Your Referrals47.org profile may not include the following items: any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Referrals47.org and Local 47 assume no responsibility or liability for and in connection with information provided by other Referrals47.org Members (for instance, in their Profile) which may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services. If you become aware of misuse of the Referral Service Website by any person, please contact Referral Service at [contact@referrals47.org](mailto:contact@referrals47.org). Referrals47.org reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you or any other person, or to restrict, suspend, or terminate your access to all or any part of the Referral Service Website at any time, for any or no reason, with or without prior notice, and without liability.

**1. Eligibility.** Use of and Membership in the Referral Service Website is void where prohibited. By using the Referral Service Website, you represent and warrant that (a) you are a member in good standing of Local 47; (b) you are a member of the AFM Local 47 Referral Service and all registration information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; and (d) your use of the Referral Service Website does not violate any applicable law or regulation.

**2. Term.** This Agreement, and any modifications or amendments thereof, shall remain in full force and effect while you use the Referral Service Website or are a Member. Referrals47.org may terminate your Membership at any time, without warning. Even after Membership is terminated, this Agreement will remain in effect, including sections 5-17.

**3. Password.** You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party, or to allow another Member or any third party to access or utilize your password and/or account. You agree to notify Referrals47.org immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

**4. Non-commercial Use by Members.** The Referral Service Website is for the use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed, approved or administered by Referrals47.org. Illegal and/or unauthorized use of the Referral Service Website, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Referral Service Website is prohibited and will result in the revocation of your membership. The posting of commercial advertisements, affiliate links, and other forms of solicitation is prohibited and will be removed from Member profiles without notice and shall result in termination of Membership privileges. Referrals47.org and Local 47 reserve the right to institute appropriate legal action in connection with any illegal or unauthorized use of the Referral Service Website.

## **5. Proprietary Rights in Content on Referrals47.org.**

**a.** Referrals47.org does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you post to the Referral Service Website. After posting your Content to the Referral Service Website, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through the Referral Service Website, you hereby grant to Referrals47.org and Local 47 a limited non-exclusive license to use, modify, publicly perform, publicly display, reproduce, distribute and modify for posting/streaming/downloading such Content solely on and through and in connection with the Referral Service Website, including, but not limited to, links to or with other websites. By entering into this Agreement, you hereby acknowledge that the above non-exclusive and limited license is granted to Referrals47.org and Local 47, on a world-wide basis, in consideration of your utilization of and listing on the Referrals47.org website and that neither Referrals47.org nor Local 47 owes you any royalty payments in connection therewith. This license will terminate at the time you remove your Content from the Referral Service Website and/or this Agreement is terminated either by you or Referrals47.org.

**b.** By entering into this Agreement, you represent and warrant that: (i) you own the Content posted by you on or through the Referral Service Website or otherwise have the right to grant the license set forth in this section,

and (ii) the posting of your Content on or through the Referral Service Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for, upon demand from Referrals47.org and/or Local 47, all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the Referral Service Website.

**c.** The Referral Service Website contains Content of Referrals47.org ("Referrals47.org Content"). Any Content created and owned by Referrals47.org and/or Local 47 is protected by copyright, trademark, patent, trade secret and other laws, and Referrals47.org and Local 47 owns and retains all rights in the Referrals47.org's Content and the Referral Service Website. Referrals47.org hereby grants you, and all public visitors to Referrals47.org, a limited, revocable, non-transferable license to reproduce and display Referrals47.org's Content (excluding any software code) solely for your personal use in connection with viewing the Referral Service Website and using the Referral Service Website.

**d.** The Referral Service Website contains Content created by, owned by and posted by other Users and other Referrals47.org licensors. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell or in any other way exploit any content appearing on or through the Referral Service Website.

## **6. Content Posted.**

**a.** In its sole and exclusive discretion, Referrals47.org reserves the right to delete any Content that in the sole judgment of Referrals47.org violates this Agreement or which may be offensive, illegal or violates the rights of, harms, or threatens the safety of any person. Referrals47.org assumes no responsibility for monitoring the Referral Service Website for inappropriate Content or conduct. Provided, however, that if, at any time, Referrals47.org chooses, in its sole discretion, to monitor the Referral Service Website, Referrals47.org nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

**b.** You are solely responsible for the Content that you post on or through any of the Referral Service Website, and any material or information that you transmit to other Members and for your interactions with other Users. Content is not necessarily reviewed by Referrals47.org prior to posting and does not necessarily reflect the opinions or policies of Referrals47.org. Referrals47.org makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material.

**7. Content/Activity Prohibited.** Referrals47.org and Local 47 reserve the right, in their sole and exclusive discretion, to investigate and take appropriate legal action – including, but not limited to, removing the offending communication from the Referral Service Website and terminating the Membership of such violators -- against anyone who, in the sole and exclusive judgment of Referrals47.org and/or Local 47, posts Prohibited Content. Prohibited Content includes, but is not limited to Content that, in the sole discretion of Referrals47.org:

**a.** is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

**b.** harasses or advocates harassment of another person;

**c.** exploits people in a sexual or violent manner;

**d.** contains nudity, violence, or offensive subject matter or contains a link to an adult website;

**e.** solicits personal information from anyone under 18;

**f.** promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

**g.** promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

- h.** involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- i.** contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- j.** furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- k.** solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- l.** involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- m.** includes a photograph of another person that you have posted without that person's consent; or
- n.** for band and individual profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic to the profile.
- o.** criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- p.** advertising to, or solicitation of, any Member to buy or sell any products or services through the Referral Service Website. You may not transmit any chain letters or junk email to other Members. It is also a violation of these rules to use any information obtained from the Referral Service Website in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. If you breach this Agreement and send unsolicited bulk email, or other unsolicited communications of any kind through the Referral Service Website, you acknowledge that you will have caused substantial harm to Referrals47.org, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Referrals47.org \$50 for each such unsolicited email or other unsolicited communication you send through the Referral Service Website.
- q.** attempting to impersonate another Member or person;
- r.** using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
- s.** using any information obtained from the Referral Service Website in order to harass, abuse, or harm another person;
- t.** displaying an advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Referral Service Website on behalf of that person, such as placing commercial content on your profile, or sending private messages with a commercial purpose; or
- u.** using the Referral Service Website in a manner inconsistent with any and all applicable laws and regulations.
- v.** statements that defame or call into disrepute Local 47, the American Federation of Musicians, their officers, employees and/or members.
- w.** Statements that encourage members in good standing of Local 47 and/or the American Federation of Musicians to violate their obligations under the Bylaws of Local 47 and/or the American Federation of Musicians.

**8. Copyright Policy.** You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information or intellectual property belonging to others without (1) obtaining the prior written consent (e.g., an appropriate license) of the owner of such proprietary rights and/or intellectual property and (2) providing proof of such written consent to Referrals47.org. Referrals47.org reserves, in its sole and exclusive discretion, the right to terminate Membership privileges of any Member who infringes the copyright rights and/or other intellectual property rights of others upon receipt of proper notification to Referrals47.org by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Referral Service Website in a way that constitutes copyright infringement, you must provide Referrals47.org administrator with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Referral Service Website; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Referrals47.org's Copyright Agent for notice of claims of copyright infringement can be reached as follows: AFM Local 47, 817 North Vine Street, Los Angeles, CA 90038; Facsimile: (323) 469-5866; Attn: Copyright Agent; and email: [contact@referrals47.org](mailto:contact@referrals47.org).

**9. Privacy Policy.** By entering into this Agreement, you also agree to be bound by the Referrals47.org Privacy Policy, which is incorporated into this Agreement by this reference.

**10. Disclaimers.** Referrals47.org and/or Local 47 are not responsible for any incorrect or inaccurate Content posted on the Referral Service Website or in connection with the Referral Service Website, whether caused by Users of the Referral Service Website or by any of the equipment or programming associated with or utilized in the Referral Service Website. Profiles created and posted by Members on the Referral Service Website may contain links to other websites. Referrals47.org and/or Local 47 are not responsible for the Content, accuracy or opinions expressed on such linked websites, and such linked websites are in no way investigated, monitored or checked for accuracy or completeness by Referrals47.org and/or Local 47. Inclusion of any linked website on the Referral Service Website does not imply ownership, approval or endorsement of the linked website by Referrals47.org and/or Local 47. Referrals47.org and/or Local 47 take no responsibility for third party advertisements which are posted on this Referral Service Website or through the Referral Service Website, nor does it take any responsibility for the goods or services provided by its advertisers. Referrals47.org and/or Local 47 are not responsible for the conduct, whether online or offline, of any User of the Referral Service Website. Referrals47.org and/or Local 47 assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member information. Referrals47.org and/or Local 47 are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or media-players due to, by way of illustration only, software viruses, technical problems or traffic congestion on the Internet or on any part of the Referral Service Website or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Referral Service Website. Under no circumstances shall Referrals47.org and/or Local 47 be responsible for any loss or damage, including personal injury or death, resulting from use of the Referral Service Website, attendance at a Referrals47.org and/or Local 47 event, from any Content posted on or through the Referral Service Website, or from the conduct of any Users of the Referral Service Website, whether online or offline. The Referral Service Website are provided "AS-IS" and as available and Referrals47.org and Local 47 expressly disclaim any warranty of fitness for a particular purpose or non-infringement. Referrals47.org and Local 47 cannot and do not guarantee and does not promise any specific results, employment, income and/or benefits from use of the Referral Service Website.

**11. Disputes.** If there is any dispute about or involving the Referral Service Website or regarding the application, meaning, interpretation, scope and/or termination of this Agreement, you agree that such dispute(s) shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions, and you agree that any and all such disputes shall be exclusively resolved through the commercial arbitration procedures of the American Arbitration Association (AAA) in Los Angeles, California, USA. In any such arbitration proceeding, the arbitrator shall have the authority to award attorneys' fees and the costs of proceedings to the prevailing party. In the event judicial action is necessary to either compel arbitration of a dispute arising hereunder or to enforce or vacate the decision of an arbitrator issued hereunder, the prevailing party shall be entitled, in addition to any other legal and/or equitable relief, to an award of those attorneys' and costs of proceeding incurred in prosecuting or defending such judicial action. Provided, however, that nothing in



the foregoing shall prevent, bar or enjoin either Referrals47.org and/or Local 47 from commencing an action for appropriate injunctive relief in the event of any claim relating to the infringement or unauthorized use or exploitation of Content and other intellectual property which solely belongs to and is owned and/or licensed by Referrals.org and/or Local 47.

**12. Indemnity.** You agree to indemnify and hold Referrals47.org, Local 47, their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Referral Service Website in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the Referral Service Website or through the Referral Service Website causes Referrals47.org and/or Local 47 to be liable to another.

**13. Other.** This Agreement is accepted upon your use of the Referral Service Website or any of the Referrals47.org Services and is further affirmed by you becoming a Member and/or signing below. This Agreement constitutes the entire agreement between you and Referrals47.org regarding the use of the Referral Service Website. The failure of Referrals47.org to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Referrals47.org is a trademark of AFM Local 47. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Please contact us at [contact@referrals47.org](mailto:contact@referrals47.org) or (323) 993-3174 with any questions regarding this Agreement.

I hereby state that I have read and understood the Rules & Regulations of the AFM Local 47 Referral Service as well as the provisions of the Website Agreement and agree to adhere to and be bound by the same, and I acknowledge I have received a copy of these Rules & Regulations.

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

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

Print Name: \_\_\_\_\_

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