



## PARTICIPATION AGREEMENT

Professional Musicians 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 Professional Musicians Local 47 and Employers' Health & Welfare Fund (hereinafter the "Fund"). Accordingly, the Employer agrees, when employing such musicians, to be bound by and accepts the terms and conditions of the Professional Musicians, Local 47, and Employers' Health and Welfare Trust Agreement, dated February 12, 1970, as amended and restated, as well as those rules and regulations which the Trustees of the Fund may, from time to time, promulgate (collectively the "Trust Agreement"). 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 engagement on which it employs musicians, who are covered by the Trust Agreement, at a rate and in the amount required and established by the Employer and Professional Musicians, Local 47, AFM (the "Local") or, when applicable, the American Federation of Musicians, AFL-CIO/CLC. All contributions shall be made by check or money order, payable to the Fund. Within thirty (30) days following every engagement where it employs musicians covered by the Trust Agreement, the Employer shall remit the appropriate contributions -- 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), which will in turn deliver it to the Fund, or by mailing the same directly to the Fund at: Collections Department, Professional Musicians Local 47 and Employers' Health & Welfare Fund 1000 N. Central Ave., Suite 400, Glendale, CA 91202.

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).

The individual signing this agreement acknowledges that when performing as a bandleader, 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.

This Participation Agreement is accurate in all respects and has been executed by an authorized representative of the Employer and shall remain in effect unless and until revoked in writing by either the Employer or the Fund and upon that party providing the other a copy of such revocation.

For the Union

PROFESSIONAL MUSICIANS LOCAL 47

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

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

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

For the Employer

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Name of Payroll Company

\_\_\_\_\_  
Telephone number of Payroll Company

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ACCEPTED BY THE PROFESSIONAL MUSICIANS, LOCAL 47 AND EMPLOYERS  
HEALTH AND WELFARE FUND

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

Date

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