PARTICIPATION AGREEMENT

American Federation of Musicians and Employers' Pension Fund
One Penn Plaza - Suite 3115
New York, NY 10119-3115
(800) 833-8065

The undersigned employer ("The Employer") employs musicians within the jurisdiction of Local Union No. 47 (the "Local") of the American Federation of Musicians, AFL-CIO-CLC ("AFM"). These musicians are employees covered under the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF"). Accordingly, the Employer agrees, when employing musicians, to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, first dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time (collectively, the "Trust"). The Employer specifically acknowledges said Trust the terms of which are incorporated by reference herein and made a part hereof. **NOTE: The "Trust Agreement" is available from the AFM-EPF's office upon request from the Employer.** The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules.

The Employer agrees to remit contributions for every engagement where it employs musicians at the rate of 11% of Scale Wages as defined and set forth in the Local's book of *WAGE SCALES and RULES & REGULATIONS covering LIVE ENGAGEMENTS*, which includes the terms of the Pension Rehabilitation Plan, unless an applicable collective bargaining agreement with the Local or the AFM provides for a different rate, in which case that rate will apply. All contributions shall be made by check or money order, payable to the AFM-EPF. Within 30 days following every engagement where it employs covered musicians, the Employer shall remit the appropriate contributions – together with a completed copy of the attached remittance from (or form containing the identical information) – by either hand-delivering the same to the Local Union, which will deliver it to the AFM-EPF, or by mailing the same directly to the American Federation of Musicians and Employers' Pension Fund, One Penn Plaza, Ste 3115, New York NY 10119-3115. 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 AFM-EPF (including, without limitation, liquidated damages, attorneys' fees and court costs).

The Employer may authorize a payroll company or other third party to remit contributions to the AFM-EPF on its behalf provided that the Fund is furnished with a written acknowledgement by the Employer that the payroll company or other third party is authorized to act as the Employer's agent in making contributions to the AFM-EPF. Such authorization shall remain in effect until the AFM-EPF receives a written notice of revocation from the Employer. The Employer expressly agrees, however, that the authorization of a payroll company or other third party to remit contributions on its behalf does not relieve the Employer of any obligation under this Agreement or the Plan Document.

By signing this agreement the Employer – if an individual – acknowledges that when s/he performs as a band leader, soloist or cooperative group member, s/he cannot make a contribution to the AFM-EPF on his/her own behalf unless s/he is incorporated and the corporation makes the contribution for his/her performance in its capacity as his/her employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF as evidence of such incorporation must be submitted with this Participation Agreement.

This Assent and Ratification is accurate in all respects, has been executed by an authorized representative of the Employer.

Term of Agreement: This Agreement shall remain in effect as long as required under federal labor law if there is a Collective Bargaining Agreement. If there is no Collective Bargaining Agreement, this Agreement shall remain in effect, notwithstanding any other provision of federal labor law (check one):

☐ From _____ through _____
[date] [date]

☐ For four years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation signed by both the Employer and the Union.

For AFM Local Union No. 47:

By: _____
Signature of Authorized Officer Date

_____
Print Name & Title of Signature

_____
Name of Payroll Company

_____
Telephone Number of Payroll Company

For the Employer: (Incorporated? ☐ Yes ☐ No)

By: _____
Signature of Authorized Officer/Agent Date

_____
Print Name & Title of Signer

_____
Print Employer's Business Name/Band or Group Name

_____
Street Address

_____
City State Zip Code

_____
Telephone Number

Accepted by the AFM-EPF:

_____
Fund Administrator Date