PARTICIPATION AGREEMENT

Professional Musicians Local 47 & Employers' Health and Welfare Fund

Effective Date:_____

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 (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 promulgate from time to time (collectively the "Trust Agreement"). The Employer specifically acknowledges said Trust Agreement, the terms of which are incorporated herein by reference 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 covered by the Trust Agreement, in the amount 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 30 (thirty) days following every engagement on which 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 by mail), 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 and Welfare Fund, 1000 N. Central Ave. Suite 400 Glendale, CA 91202.**

In the event the Employer fails to comply with this Agreement, it will be subject to liability for all contributions owed to the Fund, and for all collection costs incurred by the Fund and such further relief as may be provided by 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 band leader, soloist, or cooperative group member s/he or it, is incorporated and the corporation, in the capacity of an employer, makes the contributions, for her/his performance. 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 as authorized representative of the Employer and shall remain in effect unless and until revoked in writing by either the Employer of the Fund and upon that party providing the other a copy such revocation.

FOR LOCAL 47, AFM

By:_____
Signature of Authorized Officer Date

_____
Printed Name & Title of Signer

_____
Name & Phone Number of Payroll Company

ACCEPTED BY H&W FUND

By:_____
Signature of Authorized Agent

_____
Print Name & Title of Signer

FOR THE EMPLOYER:

_____
dba Name/Band or Group Name

By:_____
Signature of Authorized Officer/Agent Date

_____
Clearly Print Name & Title of Signer

_____
Street Address

_____
City State Zip Code

_____
Phone Number Employer ID Number