

**Agreement for Employees of the American Federation of Musicians or its
Local Union to participate in the
American Federation of Musicians and Employers' Pension Fund**

Effective _____, the union signing this agreement ("Agreement") shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each of its employees in an amount equal to ___% of the wages earned from the union, in accordance with the following terms and conditions:

1. **The Agreement and Declaration of Trust.**

The Union signing this Agreement agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, as amended and restated effective as of September 25, 1997, and as it may be further amended from time to time; the American Federation of Musicians and Employers' Pension Plan, as amended and restated effective as of January 1, 2002, and as it may be further amended from time to time; and all rules and policies promulgated pursuant thereto by the Board of Trustees or its duly authorized committees (such Agreement and Declaration of Trust, Plan document, and rules and policies being collectively referred to hereafter as the "Plan Document"). The Plan Documents are hereby expressly incorporated by reference into this Agreement in their entirety.

2. **The Union as the Employer.**

The Union signing this Agreement shall be deemed to be the "Employer" with respect to all of its employees for all purposes of this Agreement and the Plan Documents.

3. **Who is Covered by this Agreement.**

This Agreement covers every employee of the Employer.

4. **What Constitutes "Scale Wages".**

The term "scale wages" for all purposes under the Plan Documents shall include only the gross compensation reported to the Internal Revenue Service on Form W-2 for each of the Employer's employees.

5. **When Contributions Shall Be Paid.**

Each contribution shall be paid to the Fund within _____ days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered.

6. **How Contributions Shall be Remitted.**

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund and shall be sent directly to AFM-EPF, P.O. Box 19155, Newark, NJ 07195-0155.

7. **Other Information the Employer Must Provide.**

Each check for contributions payable to the Fund shall be accompanied by the appropriate remittance form specifying, for each employee for whom pension contributions are payable, the employee's name and social security number, the date(s) of the services for which pension contributions are being paid, the amount of wages on which pension contributions are being paid, the percentage rate of contributions and dollar amount of pension contributions paid.

8. **Audits.**

The Employer agrees to permit representatives of the Fund to conduct periodic audits of its accounting books and records and related supporting documentation and such other records as the Fund determines to be necessary to perform a complete audit to determine the accuracy and timeliness of the contributions made.

9. **Additional Amounts Due for Delinquent Contributions.**

In the event that the Employer fails to pay amounts owed to the Fund on or before the date that those amounts are due under paragraph 5, the Employer shall pay such interest, liquidated damages, audit fees and other collection costs (including, without limitation, court costs and attorneys' fees) as may be provided by the Plan Documents or applicable law.

10. **Determination of Who Is an Employee.**

The Employer hereby warrants that it will make contributions to the Fund only on behalf of the individuals whom it has determined are employees. The Employer acknowledges that the Fund cannot assume any responsibility for this determination and that, if it is subsequently determined that the Employer has made contributions to the Fund on behalf of an individual who was not an employee of the Employer, that individual may not be eligible to receive any benefits from the Fund based upon such contributions.

11. **Validity of Agreement.**

This Agreement is accurate in all respects, has been executed by a duly authorized representative of the Employer, and shall remain in effect unless and until the Fund receives a written notice of revocation signed by a duly authorized representative of the Employer.

UNION

**AMERICAN FEDERATION OF MUSICIANS
AND EMPLOYERS' PENSION FUND**

ACCEPTED:

Employer's Name (Type or Print)

Sign Name

Executive Director

Title

Date

Address

Tax Id No.

Date