



**American Federation  
of Musicians &  
Employers' Pension Fund**

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**American Federation of Musicians and Employers' Pension Fund  
Participation Agreement**

The Employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below, and in accordance with the terms and conditions described herein:

<u>From Date</u>	<u>To Date</u>	<u>Contribution</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

**1. Who is Covered by this Agreement** (Please check only one.)

- If the Employer is party to a collective bargaining agreement ("Collective Bargaining Agreement") with the American Federation of Musicians ("AFM") or a local union of the AFM, this Agreement covers every employee for whom the Collective Bargaining Agreement requires contributions.
- If the Employer is not a party to a Collective Bargaining Agreement, this Agreement covers every person who is employed by the Employer and for whom the AFM or the local union of the AFM signing below (the "Local Union") is the collective bargaining representative.

By making contributions on behalf of an individual, the employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination.

**2. What Constitutes "Scale Wages."** For the purpose of determining the amount that the Employer is required to contribute to the Fund under this Agreement, the term "scale wages" shall include (please check only one):

- All wages for musical services described in the following sections or pages of the Collective Bargaining Agreement or Local Scale Book:

**OR**

- All compensation for musical services reported to the IRS on Form W-2 **except** the following (check all exceptions):

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Doubling                     | <input type="checkbox"/> Rehearsal pay    | <input type="checkbox"/> Overtime              | <input type="checkbox"/> Vacation             |
| <input type="checkbox"/> Principal pay                | <input type="checkbox"/> New use payments | <input type="checkbox"/> Leader Pay            | <input type="checkbox"/> Cartage compensation |
| <input type="checkbox"/> Travel time                  | <input type="checkbox"/> Seniority pay    | <input type="checkbox"/> Contractor pay        | <input type="checkbox"/> Wages earned under   |
| <input type="checkbox"/> Reuse payments               | <input type="checkbox"/> Disability pay   | <input type="checkbox"/> Music preparation pay | personal service contracts                    |
| <input type="checkbox"/> Other (please specify) _____ | <input type="checkbox"/> Sick leave pay   | <input type="checkbox"/> Premium Pay           |   |

The term "scale wages" shall not include (i) payments made after or in connection with the Participant's termination of employment except for payments that are specifically identified as pensionable wages under a Collective Bargaining Agreement, or except as required by law; or (ii) royalties, advances or other payments of or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (for example, promotional expenses, recording expenses, cartage expenses or mileage expenses, recording budgets, or similar expense accounts or payments).

**3. 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.

**4. 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." All such checks shall be transmitted to the Local Union for forwarding to the Fund if the Local Union is then party to the Fund's "Cash Receipts Procedures for Locals that Receive Pension Contributions Directly from Employers." If the Local Union is not then party to those Cash Receipts Procedures, all checks shall be sent directly to AFM-EPF, P.O. Box 19155, Newark, NJ 07195-0155.

**5. Special Provision for Payroll Companies.** The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf if the Fund is furnished with a written acknowledgment 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 Fund. Such authorization shall remain in effect until the Fund 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.

**6. Business Structure.** Please check only one box:

- Corporation or Limited Liability Company (LLC) - If contributions are made on behalf of any owner or part-owner of the Employer, a valid certificate of incorporation (in the case of a corporation) or LLC Addendum (in the case of a limited liability company and available from the Fund Office) must be submitted with this Agreement in order for the Fund to accept these contributions.
- Sole Proprietor, Partnership, LLP or PA - No contributions will be made on behalf of any owners or part-owners of the Employer.

**7. 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 five 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.

**8. Validity of Agreement.** This Agreement is accurate in all respects and has been executed by duly authorized representatives of the Employer and the Union.

The Employer (Corporate Name):

The Union:

\_\_\_\_\_  
(Type or print)

\_\_\_\_\_  
(Type or print)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ACCEPTED:

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND

\_\_\_\_\_  
For the Executive Director

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