

The term Employer refers to the Entity(ies) responsible for payment of Contributions. The Employer signatory below is a party to a Collective Bargaining Agreement ("CBA") with the Local Union signatory below, which agreement provides for the payment of contributions to the Entertainment Industry Benefit Plans (Entertainment Industry Flex Plan and/or Entertainment Industry 401(k) Plan), established for the benefit of its employees covered by said contract.

The contracting Union agrees that contributions to this Trust satisfy the provisions of its collective bargaining agreement with the undersigned Employer requiring welfare and/or pension contributions.

### **Trust Agreement**

The relevant portions of the Trust Agreement(s) with respect to Contributions, Delinquency and Audit of Records are contained in this Subscription Agreement. The Employer may request a copy of the Trust Agreement(s) at any time. Employer agrees to be bound by all the terms and conditions of the Trust Agreement(s) and as they may be amended from time to time, including all decisions and determinations made by the Trustee(s) or any impartial umpire as authorized by the Trust Agreement(s).

### **Employer Contributions**

Contributions shall be due and payable in Los Angeles, California and shall be received by the fifteenth day of the calendar month following the payroll month in which the Employee worked, unless more frequent payments are required by the CBA. Contributions to the Fund(s) shall be forwarded to a central depository to be designated by the Trustee(s). Said payments are to continue from month to month subject to the provisions of the CBA .

### **Delinquency**

Any Contributions received after the due date shall be considered delinquent. The amount of damage to the Fund(s) resulting from any such delinquency shall be presumed to be the sum of \$10 or 7 percent of the indebtedness to each fund, whichever is greater, which is an approximation of the cost of processing a delinquency. This amount shall, at the Trustee's discretion, become due and payable to the Fund(s) by the Employer as liquidated damages and not as a penalty, immediately following the date the Contribution(s) became delinquent.

Should the Employer fail to make timely contributions to the Benefit Plans, interest at the prime rate then in effect, compounded monthly, shall accrue. Further, the Union or Trustee(s), shall have the right to take whatever steps are necessary to secure compliance with this Subscription Agreement, any provision of the CBA to the contrary notwithstanding. If the required contributions of an Employer became delinquent as provided above, in addition to interest and liquidated damages, there shall be added to the obligation of the delinquent employer all reasonable expenses incurred by the Trust(s) involved in the collection of the delinquency, including but not limited to reasonable attorney's and accountant's fees, cost of attachment and execution, bond, receivers and court costs.

The rights and remedies against a delinquent Employer as set forth above are not exclusive, but are cumulative, and nothing herein shall prevent the Union or the Trustee from taking other legal action against a delinquent Employer.

### **Audit of Records**

In order to bring about the highest possible standard of compliance by the Employer in paying the proper amounts due to the Fund(s), an audit of the Employer payroll records supporting that Employer's Contributions to the Fund(s) may be made by the Trustee(s). If upon audit by the Trustee(s), it is shown that the Employer has failed to make the correct Contribution(s) due to the Fund(s), the said Employer will be responsible for the cost of the audit by the Trustee(s). In no event, however, shall the Employer be charged with the payment of audit fees in the event the delinquency represents the lesser of (a) five percent (5%) of the total Employer Contribution due and owing in the period covered by the audit, or (b) two hundred dollars (\$200).

### **Acceptance and Assignment**

In consideration of this agreement by the undersigned Employer, the contracting Union and the Trustee(s) agree to accept said Employer as a contributing Employer to said Trust.

This agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

### Job/Production Information

Name	Reference No	Plan Use (Job No)
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### Contract Terms

Start Date	Welfare Contributions Flex Plan	Basis of Contributions	Percent of Gross Per Hour	Per Day/Shift Other:	Rate
End Date	Pension Contributions 401(k) Plan	Basis of Contributions	Percent of Gross Per Hour	Per Day/Shift Other:	Rate

### Local Union Information

Local Number	Local Name		
Signature	Title	Date	

### Employer of Record/Billing Information

Name	Plan Use (Empr No)		
Address	Tax ID		
City	State	Zipcode	
Contact Name	Phone Number	Fax Number	
Signature	Title	Date	

### Production Company Information

Name	Same as Employer of Record		
Address	Tax ID		
City	State	Zipcode	
Contact Name	Phone Number	Fax Number	
Signature	Title	Date	

### Entertainment Industry Benefit Plans Acceptance

Signature	Title	Date
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### Remittance Information

<b>Payment and Remittance Report should be mailed to:</b> Entertainment Industry Benefit Plans PO Box 60669 Los Angeles, CA 90060-0669	<b>Remittance Report must contain the following information:</b> Employee Social Security Number, First and Last Name, Gross Wages, basis for contributions (if not gross wages), eg: number of days or hours, rate and calculation
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### Instructions for this form

Local Union should complete Job/Production Information, Contract Terms and Local Union Information section. Form should be forwarded to Employer of Record and/or Production company to complete their section. Form should then be forwarded to the Plan with a copy of signed contract via mail or fax to address on reverse side of this form. The Plan will execute and return copies of this Subscription Agreement to both the Local Union and Employer of Record.