



MERIT CONTRACTORS ASSOCIATION
NEWFOUNDLAND & LABRADOR
446 NEWFOUNDLAND DRIVE, SUITE 213
ST. JOHN'S, NL
A1A 4G7

MEMBERSHIP/ PARTICIPATION AGREEMENT

To: The Trustees of the Merit Contractors Association Benefit Plan Trust (the **Trustees**)

From: _____
(Applicant/Company Name... **please print**)

Address: _____

_____ Postal Code: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ Contact Person: _____

(**The Applicant** agrees to notify the **Trustees** forthwith upon any change in the foregoing address.)

1. **The Applicant** hereby subscribes to the **Trustees** to participate in the Merit Contractors' Association Benefit Plan (the Benefit Plan) upon the following terms and conditions.
2. **The Trustees** will notify the **Applicant** of approval of this application by returning an executed copy of this participation application and the **Applicant** will not be approved until such executed copy of this application has been returned to the **Applicant**.
3. Upon approval of this **Applicant** by the **Trustees**, the **Applicant** agrees to abide by:
 - a. the terms and conditions of the Benefit Plan as amended by the **Trustees** from time to time; and
 - b. the terms of the Declaration of Trust dated the 15th day of July 1997, establishing and continuing the Benefit Plan as amended from time to time.
4. Upon acceptance of this Application by the **Trustees**, the **Applicant** acknowledges, accepts and agrees to pay all required Contributions and Participation (Membership) Fees. The Contributions will be paid to the Merit Contractors' Association Benefit Plan Fund, while the Participation (Membership) Fees will be paid to the Merit Contractors Association of Newfoundland and Labrador. The **Applicant** further acknowledges, accepts and agrees to abide by any increases in the Contributions as shall be notified in writing by the Trustees. If the Contributions or Participation (Membership) Fees are not paid, then the Trustees may terminate the participation of the Applicant in the Benefit Plan. The cost of the hourly Contributions may be shared between the **Applicant** and its employees, but the **Applicant** hereby agrees in any event to pay at least fifty percent (50%) of the cost of the basic Contributions and one hundred percent (100%) of all Participation (Membership) Fees.

5. **The Applicant** agrees to make hourly Contributions for every hour worked by every hourly Employee.

6. **The Applicant** agrees to make such reports with respect to Contributions and other matters material to the Benefit Plan and agrees to permit the Trustees or its agent at any reasonable time to have an audit conducted of the employment records, payroll records and wage records of the **Applicant**.

7. Upon acceptance of this Application by the **Trustees, the Applicant** acknowledges, accepts and agrees to pay all Contributions and Participation Fees under the terms of this Agreement and the **Applicant** further acknowledges that if it defaults in making the Contributions or Participation Fees, then the **Trustees** or their agent may take such action as it deems necessary, which may include termination of participation in the Benefit Plan.

8. **The Applicant** agrees to maintain membership in good standing in the Merit Contractors' Association of Newfoundland and Labrador. If such membership is not maintained, the **Trustees** may terminate this Agreement on at least thirty (30) days' notice in writing to the **Applicant**.

9. Upon acceptance of this Application by the **Trustees, the Applicant** agrees that it may only withdraw from the Benefit Plan by providing at least thirty (30) days' notice in writing to the **Trustees** or its agent. The **Trustees** may terminate this application by providing at least thirty (30) days' notice in writing to the **Applicant**.

DATED this _____ day of _____, _____

Applicant/ Company

Per: _____

This Application is accepted by the **Trustees** this ___ day of _____, _____

Per: _____

Secretary-Treasurer

Please fax the completed form to (709) 576-3749 and mail the original document to our office at:

446 Newfoundland Drive, Suite 213, St. John's, NL A1A 4G7