

**NJELSA APPRENTICESHIP PROGRAM
PARTICIPATION AGREEMENT
(Member Company)**

THIS PARTICIPATION AGREEMENT, made and entered into this on the day of the last signature below, by and between _____ [INSERT COMPANY'S NAME] (the "Member") and the NJELSA Apprenticeship Program (the "Trust").

WHEREAS, the Trust exists for the purpose of providing an apprenticeship and training education program to eligible apprentices in the security and life safety industry;

WHEREAS, the Member is a member in good standing of the New Jersey Electronic Life Safety Association and desires to participate in the Trust; and

WHEREAS, the Member agrees to make contributions to the Trust on the basis as set forth in this Participation Agreement and may do so by being signatory to this Participation Agreement, once accepted by the Trustees.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties agree as follows:

1. **Contributions to the Trust**

- a. The Member shall make an **initial contribution of \$2,500.00 (one-time fee)** to become a participating member in the Trust.
- b. In addition, the Member shall make an annual contribution to the Trust as indicated below:

Total Number of Employees	Annual Fee
1 - 10	\$2,245.00
11 - 20	\$2,870.00
21 - 30	\$3,495.00
31 - 40	\$4,120.00
41 +	\$4,745.00

- c. Participating Employer that employs an Apprentice-\$2,500.00 per apprentice per year

These contribution rates may be adjusted from time to time, as determined in the sole discretion of the Trustees of the Trust. The Member's initial and first annual contributions to the Trust are due within 20

days after the Member executes this Participation Agreement. Subsequent annual contributions are due on the anniversaries of the date that the Member executes this Participation Agreement.

Failure of the participating member to pay contributions due to the Training Trust Fund within 30 days of receipt of the Participation Agreement, will result in removing the apprentice(s) from the program, removing the member from the list of participating members and submitting notification to the State that the delinquent member is no longer qualified to participate in the Training Trust Fund.

2. **Adoption of Trust.** The Member hereby adopts the Trust and agrees to be bound by all provisions, conditions and limitations of the Trust's Agreement and Declaration of Trust, as amended from time to time.

3. **Acceptance for Participation by Trustees.** The Trustees by their execution of this Participation Agreement hereby accept the Member for participation in the Trust as stated herein.

4. **Term of Agreement.** This Participation Agreement shall be effective beginning on the last date executed. Either the Trustees or the Member may terminate this Participation Agreement by giving to the other party, at least 60 days prior to the date of termination, a written notice, by registered or certified mail, of its intention to terminate this Participation Agreement. No refunds will be granted for early termination of the agreement by either party.

5. **Entire Agreement.** This Participation Agreement constitutes the entire understanding of the parties hereto, subject to the terms and conditions of the Trust Agreement, and may be amended only by a written instrument signed by all such parties.

6. **Governing Law.** This Participation Agreement shall be construed and enforced according to the laws of the State of New Jersey, except to the extent pre-empted by federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement the day and year noted below.

MEMBER

**TRUSTEE OF NJELSA
APPRENTICESHIP PROGRAM**

Signature

Date

Trustee

Date

Print name and title

Print name and title