

## TERMS OF USE

Use of this Website requires that you read and accept the following Terms and Conditions:

### Use of Site

Access to this Website is restricted to authorized users. An authorized user is any individual designated by the employer as an authorized representative of the employer and who has been assigned a user name and temporary password. The authorized user agrees to reset temporary password upon initial login and never to share the password with any other party. Each employer may authorize more than one Self Service user by completing the form titled "REQUEST NEW USER", and each new authorized user will be assigned a unique user name and temporary password. If an authorized user's employment is terminated or if the authorized user's role no longer requires access, the employer agrees to promptly notify the Carpenter Funds Administrative Office in writing so that the user may be deactivated. Complete the form titled "DEACTIVATE USER" and fax to (510) 562-1702.

The Self Service Website is to be used solely for the purpose of submitting the Employer Report of Contributions and remitting payment to the Carpenter Funds Administrative Office. Some of the information provided on this Website is confidential, including but not limited to Social Security numbers. The copying, distribution, or emailing of the information contained in this Website is prohibited.

### Terms of Service

By using the Self Service Website and submitting the Employer Report of Contributions online, the below-named employer certifies the following: (1) that the information submitted online is correct; (2) that all compensable hours paid to carpenters, piledrivers, and other employees subject to being reported to the Carpenters Funds Administrative Office employed by such employer during the period covered are reported herein; (3) that such employer is bound by and subject to all of the terms and conditions of the Carpenters 46 Northern California Counties Master Agreement or other appropriate Collective Bargaining Agreement, and all payments reported herein are made under and pursuant to such Agreement as required by Section 302(c)(5)(B) of the Labor-Management Relations Act, as amended, (LMRA) and the Employee Retirement Income Security Act, as amended, (ERISA); (4) that all persons reported are employees of such employer within the meaning of the LMRA and ERISA; (5) that the depository bank is designated by the employer as his or its agent to receive written dues authorizations from such employees pursuant to Section 302(c)(4) of the LMRA and any revocations of such authorizations; (6) that said bank is directed by the employer (a) to deposit the reported herein under Vacation and Holiday – Column B – Work Fee in a special account, (b) to transfer monthly from such account the monies paid with respect to the work of each employee who has on file with the bank unrevoked dues authorization in a form complying with law to the account of the Carpenters 46 Northern California Counties Conference Board a work fee and (c) to transfer the remaining monies to the Carpenters Vacation and Holiday Trust Fund for Northern California for credit to the Vacation and Holiday accounts for the other employees; (7) that the depository bank is authorized by the employer to transfer the remaining monies remitted herewith to the appropriate Funds

## TERMS OF USE

in accordance with instructions issued by the appropriate Boards of Trustees; and (8) that this report is being submitted by the employer or duly authorized representative of the employer (authorized user).

### General Disclaimer and Waiver of Damages

The Self Service Website is intended to provide accurate information. Complete details, including information such as fringe benefit rates and employee classifications, are contained in the Collective Bargaining Agreement(s) to which the employer is bound. The Carpenter Funds Administrative Office has made every effort to provide an error-free environment, however, if there is any conflict between the information provided in this Website and the Collective Bargaining Agreement to which the employer is bound, the Collective Bargaining Agreement will prevail.

By using this website, you release the Carpenter Funds Administrative Office from all liability resulting from such use, and you agree that in no event shall the Carpenter Funds Administrative Office, its affiliated trust funds, suppliers, or any third parties mentioned at this website be liable for any damages whatsoever (including, without limitation, incidental and consequential damage, lost profits, or damages resulting from lost data) resulting from the use or inability to use this website and the material contained herein, regardless of whether such damages resulted from a claim based on a warranty, contract, tort or any other legal theory and whether or not the Carpenter Funds Administrative Office is advised of the possibility of such damages.

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By signing below you certify that you have read the Terms and Conditions and agree to be bound by such Terms and Conditions for use of this website.

### **EMPLOYER:**

\_\_\_\_\_  
PRINT: Employer Name

\_\_\_\_\_  
Carpenter Funds Account Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City and State (include Zip Code)

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
PRINT: Name of Authorized Representative

\_\_\_\_\_  
Title (RME, RMO, Partner, Owner, etc.)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Effective Date