

**LOUISIANA SAFETY ASSOCIATION OF TIMBERMEN**  
**and**  
**LOUISIANA SAFETY ASSOCIATION OF TIMBERMEN - SELF-INSURERS FUND**  
**MEMBERS AGREEMENT**

1. The applicant hereby formally applies for membership in the Louisiana Safety Association of Timbermen (“Association”) and for continuing workers compensation coverage in the Louisiana Safety Association of Timbermen - Self Insurers Fund (“Fund”) to be effective 12:01 A.M. of the effective date shown below.
2. The applicant becomes a member and this agreement is binding upon acceptance of coverage by the Administrator of the Fund, which acceptance is designated by execution of this document below. Upon acceptance by the Administrator of the Fund:
3. Member, Association and Fund agree to continuing membership in the Louisiana Safety Association of Timbermen and continuing coverage by the Louisiana Safety Association of Timbermen Self Insurers Fund to be effective 12:01 A.M. on the effective date.
4. Member and Fund agree to be bound by all of the terms of the Certificate of Self Insurance issued by the Fund to the member, which includes the coverages specified and endorsements listed on the Workers Compensation and Employers Liability Certificate Information Page, all of which are attached hereto and made a part hereof.
5. The member agrees to be bound by the provisions of the Louisiana Workers’ Compensation Act as they apply to the member and the Fund.
6. The member agrees to be bound by the terms of the Self Insurance Group Indemnity Agreement attached hereto and made a part hereof.
7. The member agrees to pay all premiums and lawful assessments within 30 days of the date due.
8. The member agrees to abide by the rules, regulations and underwriting requirements of the Board of Trustees of the Fund.
9. The member agrees to report to the Fund immediately any changes in address, lines of business, business operations and business structure or any additional locations.
10. The member agrees and acknowledges that the coverage provided by the Fund is only that specified in the Certificate of Self Insurance. Member agrees and acknowledges that the Certificate of Self Insurance does not provide coverage for any workers’ compensation benefits that may be available to an injured worker from the member under the law of any state other than the State of Louisiana. The Certificate of Self Insurance does not meet the workers’ compensation self insurance requirements of any state other than the State of Louisiana. The member agrees and acknowledges that the coverage provided in the Certificate of Self Insurance is for Louisiana operations only.
11. In the event any premium or lawful assessment is not paid and collection becomes necessary by the Fund or Association, the member agrees to pay the cost of collection thereof, including, but not limited to, court costs, investigative costs, payroll audit costs, the reasonable attorneys fees of the Fund, and the member agrees to pay contractual interest on all sums due from the date due and accruing at a rate of 10 percent per annum until finally paid. All other sums which may be awarded by judgment are subject to judicial interest.
12. The member agrees and stipulates that the proper venue for any litigation between the Fund and the member shall be at the location of the administrative office of the Fund.
13. The member agrees the Certificate of Self Insurance provides coverage for all business(es) of the member within the State of Louisiana, which member represents and warrants are described on the member’s application attached hereto and made a part hereof. Member acknowledges that acceptance of coverage by the Fund is based upon the accuracy and veracity of the facts stated in member’s application.
14. The member agrees to report all payroll attributable to all business(es) of member covered by the Fund. Member may exclude a business from coverage only by both specifically identifying it below and by attaching hereto a certificate showing that separate workers’ compensation coverage has been obtained for such business. If a business is hereby excluded from coverage, all workplaces for that business are also excluded from coverage.

Excluded business(es) (certificate of coverage attached): \_\_\_\_\_

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15. The Fund is hereby authorized to apply the member's security deposit to any unpaid premiums or other charges due by the member to the Fund.
  16. The Fund is hereby authorized to apply the member's security deposit to the member's applicable share of any assessment.
  17. Member agrees that cancellation of membership and coverage may be effected only by written notice to the Fund prior to or on the effective date of cancellation.
  18. Member agrees that the Association may terminate membership. Notice of termination of membership will be effected as provided in the Certificate of Self Insurance.
  19. Member agrees that the terms of this agreement are severable, if any portion of this agreement is determined by a court to be invalid, the remaining provisions shall remain in force and effect.
  20. The Fund is hereby authorized to apply the member's share in any annual surplus to a deficit in any other fund year, regardless of membership in the fund year of the deficit.

Name of Applicant/ Member: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

Home Phone: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Position, title or capacity: \_\_\_\_\_

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

**Acceptance by Administrator for the Fund:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**Effective date of Membership:** \_\_\_\_\_

Required attachments: (1) Information Page; (2) Certificate of Self Insurance with listed endorsements, (3) Acord Application, (4) Self Insurance Group Indemnity Agreement

Optional attachments: (1) Board of Directors Resolution