

APPLICATION FOR MEMBERSHIP IN THE  
MICHIGAN ASSOCIATION OF TIMBERMEN SELF-INSURERS' FUND

NAME: \_\_\_\_\_

CORPORATION ( ) PARTNERSHIP ( ) INDIVIDUAL ( ) LIMITED LIABILITY COMPANY ( )

MEMBERSHIP AGREEMENT

The Applicant (of "Company") hereby formally applies for membership in the Michigan Association of Timbermen Self-Insurers Fund ("MATSIF"). The Applicant hereby certifies, warrants and represents that the financial statement, the payroll information and all other information provided in this application are accurate and true as of the date of this application to the best of the Applicant's knowledge and belief, and that Applicant will provide MATSIF with such other information required to qualify Applicant with the applicable state authorities. The Applicant agrees and understands that the information provided in this application or otherwise submitted shall be a basis for determining eligibility to participate in MATSIF.

The Applicant agrees and understands that completing and submitting this application, and/or paying an estimated premium deposit, shall not guarantee nor imply acceptance for membership in or coverage by MATSIF. Acceptance for membership and coverage is effective only when the application is approved by MATSIF and on the date specified by MATSIF.

By submitting this application, the Applicant acknowledges receipt and review of the Bylaws, Trust Indemnity Agreement, Operating Procedures, and Membership Agreement ("the Governing Documents") which govern the members of MATSIF.

The Applicant further agrees that if the Company is accepted as a member of MATSIF, then in consideration of its acceptance for membership and as required by the Michigan Workers' Disability Compensation Act (the "Act") the following Membership Agreement shall become effective and bind the Company as a member on the date membership is effective; to-wit, the Company agrees:

(a) That the member constitutes and appoints the Board of Trustees of MATSIF as the member's agent and attorney-in-fact in all matters relating to the Act, and agrees that the Trustees may delegate specific functions to the Fund Administrator and to the Third Party Administrator;

(b) That the member accepts and is bound by the Act and the rules and regulations promulgated thereunder; and that the member agrees to assume all of the member's joint and several obligations, with all other members of MATSIF, for payment of any lawful awards against any member of MATSIF and any other joint and several obligations established by the Act and the rules and regulations promulgated thereunder;

(c) That, by this reference, the terms and provisions of the Trust Indemnity Agreement and/or amendments thereto filed or which may hereafter be filed with the Michigan Bureau of Workers' Disability Compensation are hereby adopted, approved, ratified and confirmed by the member; and further, the member agrees to assume all of the obligations set forth therein;

(d) That the member will abide by the Governing Documents and any amendments thereto adopted by the Board of Trustees of MATSIF;

(e) That the member is bound by the terms of any agreement the Board of Trustees may enter into with any authorized Third Party Administrator chosen by the Board of Trustees for provision of services necessary for the administration of MATSIF;

(f) That this Agreement shall constitute a continuing contract for membership in each succeeding Fund year, unless, membership in MATSIF is terminated by MATSIF or the member as provided in the Bylaws;

(g) That coverage under this membership shall be for Michigan operations only. The only permanent business locations that will be considered for inclusion in a Fund membership are those located within the state of Michigan, with Michigan payroll, and the employees of each such location principally perform their duties within the state of Michigan. The member must maintain at least one such permanent business location and the Fund in its discretion may accept or continue a business as a member and also deny inclusion in that membership for specific non-Michigan locations(s) of that member. The member understands and agrees that if the member has other locations/jobs outside of the state of Michigan, the member's business may have potential liability that will not be covered by MATSIF, and is cautioned that the business must make other, appropriate arrangements to obtain the necessary insurance to cover those exposures.

(h) That continuing membership status in MATSIF shall be in the sole discretion of the Board of Trustees and all such decisions of the Board of Trustees shall be final when made;

(i) That in the event of any changes in information which the member or former member is required to provide to MATSIF, including but not limited to changes in the member's name, assumed name, address, type of legal entity, or locations to be covered, the member agrees to notify MATSIF within five (5) business days of the change or as otherwise required by the Governing Documents;

(j) That should the member desire to withdraw from membership in MATSIF, the member shall give written notice to MATSIF at least thirty (30) days prior to the effective date of the withdrawal, and the member acknowledges that MATSIF will give written notice prior to its cancellation of a member, which cancellation shall take effect twenty (20) days after receipt of such notice by the Michigan Workers Compensation Agency;

(k) That any requirements of the Governing Documents, for responsibility of the Company after termination of membership, shall survive the termination of the balance of this Agreement;

(l) That the member shall comply with all Fund safety standards;

(m) That the member shall maintain such records and submit such reports and other documentation as may be required by the Governing Documents of MATSIF, including but not limited to payroll reports and periodic premium reports, on a timely basis;

(n) That the member shall cooperate with MATSIF's loss control representatives and other agents and employees of MATSIF, and with the payroll audit, loss control report, and claims reporting, investigation, defense and settlement processes;

(o) That the member shall make timely payment of premiums to MATSIF, which payment is due on the first of each month, payable on or before the 15<sup>th</sup> of each month for the previous month's actual payroll, and shall be accompanied by a periodic premium report;

(p) That in the event the member fails to pay any amount due MATSIF within thirty (30) days of the date the amount shall become due, the member also shall pay such penalties and/or fees as are established by the Board of Trustees in the Governing Documents of MATSIF, and shall pay all costs of collection of such amounts outstanding, including reasonable attorney's fees;

(q) That the member agrees that if any claims, suits, proceedings, or causes of action of any nature shall be asserted, commenced, filed, or maintained at any time against MATSIF, its trustees, officers, members, employees, and/or agents, arising out of or related in any manner to any acts or omissions of MATSIF, its trustees, officers, members, employees, and/or agents in determining and/or distributing refunds of surplus and/or investment income, made in reliance on any information provided to MATSIF by the member or its representative stated in the Affidavit of Authorization ("representative"), the member, and representative, shall hold harmless, indemnify and defend MATSIF, its trustees, officers, members, employees, and agents, from and against any and all costs, litigation expenses, judgments, settlements, sanctions, awards, and fees including actual attorney's fees. The obligations of this paragraph shall survive the termination of the balance of this Agreement and shall be binding on the Company and representative, and on the successors, heirs and assigns, currently existing or as may be formed in the future, of the Company and of the representative.

(r) That the member agrees to fully release, waive and discharge any and all claims, suits, proceedings, and causes of action of any nature that the member, its representative as stated in the Affidavit of Authorization ("representative"), and the successors, heirs and assigns of the member and of the representative, may have now or in the future, against MATSIF, its trustees, officers, members, employees, and/or agents, arising out of or related to any action or omission of MATSIF, its trustees, officers, members, employees, and/or agents in determining and/or distributing refunds of surplus and/or investment income, made in reliance on any information provided to MATSIF by the member or representative; nor will the member or representative commence or permit commencement by others of any claim, suit, proceeding, or cause of action based on claims released hereunder. The obligations of this paragraph shall survive the termination of the balance of this Agreement and shall be binding on the Company and representative, and on the successors, heirs and assigns, currently existing or as may be formed in the future, of the Company and of the representative.

(s) That the member shall notify MATSIF promptly of any unfavorable turn in its financial condition which might reasonably reduce its ability to fulfill its obligations under this Agreement and under the Act and that in case of insolvency, the member shall make its records available to MATSIF and as otherwise required by the Act.

(t) That the member agrees that in the event of the payment of any loss by MATSIF under this Agreement, MATSIF shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for said loss and in such event the member hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

(u) That the member agrees that it is the obligation of the member, during their period of its membership in MATSIF and after termination of membership for any reason, to maintain on file with MATSIF at all times an up to date copy of the Affidavit of Authorization. The member further understands and agrees as follows: If the Fund is unable to contact a former member based upon the most recent Affidavit of Authorization for that member which is on file with the Fund, the Fund shall have no responsibility to make further attempts to contact the former member, any refunds of surplus and/or investment income which would otherwise be due and payable to that former member shall be forfeited to the Fund and the former member shall have no further claim to any refund of surplus and/or investment income.

The Company has duly authorized submitting this application and entering into this Agreement, and the person signing this application and Agreement has been duly authorized to do so on behalf of the Company.

Name of Company \_\_\_\_\_

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

Signature \_\_\_\_\_

\_\_\_\_\_  
Owner, Partner, Corporate Officer Title, or Limited Liability Company Member

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

\_\_\_\_\_  
Witness to Signature and Official Title if any

Applicant's Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address of permanent business location within the state of Michigan:  
\_\_\_\_\_

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

Business Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Type of Ownership:

\_\_\_\_ Individual/Sole Proprietorship                      \_\_\_\_ Partnership (enclose copy of partnership agreement)

\_\_\_\_ Corporation    \_\_\_\_ Limited Liability Company  
(enclose copy of Articles of Incorporation)                      (enclose copy of Articles of Organization)

Federal ID # \_\_\_\_\_ or Social Security # \_\_\_\_\_

Please list below additional names and/or addresses for the Federal ID number listed above:

Name of Business: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Address: \_\_\_\_\_

Is the applicant an employee leasing company? No \_\_\_\_\_ Yes \_\_\_\_\_ (if yes, complete section 20 on page 7 )

The aforementioned applicant as stated on page three of this application hereby applies for the privilege of being a self-insurer under the Michigan Workers' Compensation Act and submits the following report in support of said application:

FINANCIAL CONDITION AS OF \_\_\_\_\_, 20 \_\_\_\_\_

ASSETS:

LIABILITIES:

Current Assets: (a) \$ \_\_\_\_\_ Current Liabilities: (c)\$ \_\_\_\_\_

Total Assets: (b) \$ \_\_\_\_\_ Total Liabilities: (d) \$ \_\_\_\_\_

Working Capital: (a-c)\$ \_\_\_\_\_ Net Worth: (b-d) \$ \_\_\_\_\_

*Working capital and net worth must be positive if applicant is to be approved by MATSIF.*

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\_\_\_\_\_ is a member of the Michigan Association of Timbermen and is hereby approved for membership in this Fund, with coverage to be effective at 12:01 a.m. of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By: \_\_\_\_\_

Fund Administrator

## EXCLUSION FROM COVERAGE

It is hereby agreed that coverage provided through the Michigan Association of Timbermen Self-Insurers' Fund does not apply to injury, or occupational disease, or death resulting therefrom, sustained by the below-named corporate officer(s); partner(s); spouse, child(ren) or parent(s) of the owner of a sole proprietorship; or member-manager(s) of a limited liability company; and that individuals may be designated in this Exclusion only when it is proper to do so under the Michigan Workers' Disability Compensation Act. It is further agreed that "remuneration" when used as a premium basis for such coverage shall not include the remuneration of such persons, as provided in the Michigan Workers' Disability Compensation Act. This exclusion shall remain in effect until revoked by written notice to MATSIF.

The Company named above hereby indemnifies and holds MATSIF harmless from and against all loss and expense arising out of or related to any claim filed by or on behalf of those persons named in this Exclusion. Said Company has duly authorized the exclusion of officer(s), partner(s), member-managers, or spouse, children, or parents of the owner of a sole proprietorship, and the person signing on behalf of the Company is duly authorized to do so.

For a corporation, the exclusion of the persons named in this Exclusion has been consented to by the Board of Directors of the corporation, and a certified copy of the Board action evidencing such consent is attached hereto. A corporate officer may elect to be excluded from coverage under the Act if the member has ten (10) or fewer stockholders and the corporate officer owns at least ten (10) percent of the stock of the Company.

For a limited liability company, the exclusion of the persons named in this Exclusion has been consented to by a majority vote of the members or the member-managers of the Company or as otherwise provided in the operating agreement, and a certified copy of the Company action evidencing such consent is attached hereto. A member-manager of the Company may elect to be excluded from coverage under the Act if the Company has ten (10) or fewer members and the member/manager owns at least a ten (10) percent interest in the Company.

I (we) whose signatures appear below wish to be individually excluded from coverage through the Michigan Association of Timbermen Self-Insurers Fund. This is to apply to the present as well as any succeeding policies.

Signature	Date	Title	Percent of ownership
Signature	Date	Title	Percent of ownership
Signature	Date	Title	Percent of ownership
Signature	Date	Title	Percent of ownership

## COMPANY REPRESENTATIVE

**The following duly authorized representative of the Company named above agrees to the terms and conditions of this Application for Exclusion, and if the Company is a partnership or sole proprietorship, consents to the exclusion of the partners, or family members in a sole proprietorship, who have signed this form in the applicable spaces above:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

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FOR MATSIF OFFICE USE ONLY

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed by Fund Administrator: \_\_\_\_\_

PREMIUM ESTIMATE REPORT FOR THE 2021-22 FUND YEAR

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

MANUAL CODE NUMBER	CLASSIFICATION	NUMBER OF EMPLOYEES PER CLASS CODE	ESTIMATED TOTAL ANNUAL PAYROLL	RATE PER \$100 PAYROLL*	ESTIMATED ANNUAL PREMIUM
0106	Tree Pruning			\$9.00	
2021	Maple Syrup Production			5.50	
2702	Logging and Lumbering			35.00	
2702M	Mechanical Logging			5.00	
2702T	Log Truck Drivers			8.50	
2705	Firewood Production			10.70	
2710	Sawmills			10.00	
2731	Planing & Molding Mills			8.30	
2759	Box or Box Shook (Pallet)			6.90	
2802	Carpentry (Shop & Driver)			5.00	
2812	Cabinet Work Power Machinery			3.50	
2841	Woodenware Manufacturing			6.57	
2881	Furniture Assembly			3.80	
2883	Furniture Manufacturing			15.65	
3113	Tool Manufacturing (Filer)			2.50	
3507	Agricultural Machine Mfg.			5.10	
4239	Paper Manufacturing			3.90	
5437	Carpentry Installation Cabinet			5.00	
5606	Executive Supervision			2.36	
6217	Excavation-NOC & Drivers			12.00	
7219	Truckmen-Long/Local Haul			11.00	
7380	Drivers			6.70	
8017	Retail Store			2.13	
8018	Packaging			6.74	
8232	Lumber Yard			7.00	
8233	Groundwork/Chipper			7.00	
8601	Timber Cruiser			1.49	
8742	Sales			0.70	
8810	Clerical			0.50	
9015	Install., Maint., & Repair			7.50	
9102	Lawn Maintenance			4.82	
9402	Snowplowing			3.00	

\*Rates will change yearly.

Estimated annual payroll

Dated: \_\_\_\_\_ Estimated Annual Premium Total \$ \_\_\_\_\_

Signed: \_\_\_\_\_ x Exp. Mod Rate \_\_\_\_\_

+ Yearly Expense Constant \$ 240.00

NET TOTAL \$ \_\_\_\_\_

Deposit due with application (25% of NET TOTAL) \_\_\_\_\_

UNDERWRITING QUESTIONNAIRE

Applicant \_\_\_\_\_

1. Date business established: \_\_\_\_\_

2. Has employer carried workers' compensation insurance during the past three (3) years? \_\_\_\_\_

If yes, name of prior carrier \_\_\_\_\_

Effective dates of coverage \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Has coverage ever been canceled? \_\_\_\_\_ If yes, when \_\_\_\_\_ by whom \_\_\_\_\_

Why \_\_\_\_\_

**Please provide five years of loss history and payroll experience as provided by your current carrier.**

3. Are family members employed? \_\_\_\_\_ How many \_\_\_\_\_ How many hours per week \_\_\_\_\_

4. How many total employees? \_\_\_\_\_ Full time \_\_\_\_\_ Part time \_\_\_\_\_ Excluded \_\_\_\_\_

**Please complete Attachment A-List of Employees**

4a. Number of employees regularly employed in Michigan? \_\_\_\_\_

Full time \_\_\_\_\_ Part time \_\_\_\_\_ Excluded \_\_\_\_\_

5. Does your business have locations or job sites outside of the state of Michigan? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain \_\_\_\_\_

5a. Do any of the company's employees travel/work outside of the state of Michigan on business of the employer member?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain (including frequency) \_\_\_\_\_

6. Are all employees Michigan residents? \_\_\_\_\_ If no, please explain \_\_\_\_\_

7. Any employees under 18 or over 65? \_\_\_\_\_ If under 18, are work permits obtained? \_\_\_\_\_

8. Are subcontractors used? \_\_\_\_\_ Number of subcontractors \_\_\_\_\_

**Attach copies of workers' compensation certificates for each subcontractor.**

9. Has applicant ever been with MATSIF? \_\_\_\_\_ Under what name & coverage # \_\_\_\_\_

10. Is there a formal loss control program in operation? \_\_\_\_\_

11. Is all machinery and equipment properly guarded? \_\_\_\_\_

12. Are employees provided with personal safety equipment? \_\_\_\_\_

13. Is there an interchange of labor with any other business? \_\_\_\_\_

If yes, please explain \_\_\_\_\_

14. The applicant wishes coverage by this Fund to begin on: \_\_\_\_\_

15. Officers, partners, member-managers, owners, employed relatives: List all officers, partners, and member-managers, active or inactive, or sole proprietor and each employed relative of the sole proprietor. Remuneration must be included if person is not excluded.

NAME	TITLE/ RELATIONSHIP	OWNERSHIP %	CLASS CODE	WAGES	INCLUDED/ EXCLUDED
1					
2					
3					
4					
5					

16. Are the officers, partners, member-managers or owners financially interested in any other business? Yes \_\_\_ No \_\_\_  
If yes, please explain

17. Are there any aircraft owned by the insured or any officers, partners or member/managers? \_\_\_\_\_

18. Payroll records are kept by: Applicant \_\_\_\_\_

Accountant \_\_\_\_\_ (Provide name, address and phone, Etc.)

19. Briefly describe the nature of operations being performed:

20. Applicant is an employee leasing company: List all entities where employees are placed, the names of the owners of each entity and their % of ownership. Each entity must be a current member of MATSIF.

ENTITY	NAME OF OWNER	% OF OWNERSHIP
1		
2		
3		
4		
5		

21 Referred by: \_\_\_\_\_





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

Date Hired	Employee Name	Part-time Yes No		Job Description

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