

**ARIZONA AMATEUR HOCKEY ASSOCIATION****MEMBER ORGANIZATION AGREEMENT**

This Agreement, made and entered into this \_\_\_ day of June 200\_, by and between the Arizona Amateur Hockey Association, a non-profit Corporation with its principal place of business located in, Arizona (herein referred to as AAHA) and the \_\_\_\_\_ Member Organization Name (herein referred to as Member Organization) a Corporation with its principal place of business located in the city of \_\_\_\_\_ in the State of Arizona, (hereinafter referred to as the Member Organization) for and in consideration of the mutual covenants and agreements herein contained.

Whereas, AAHA is the designated Affiliate of USA Hockey, Inc. which is the National Governing Body for Ice Hockey, as designated by The United States Olympic Committee, and pursuant to the Ted Stevens Amateur Sports Act of 1978, as amended, and which is also the duly authorized representative of the International Ice Hockey Federation (IIHF). USA Hockey has the exclusive jurisdiction over the sport of amateur ice hockey as sanctioned by the IIHF within the United States of America, as sanctioned above, and in the State of Arizona; and

Whereas, AAHA and The Member Organization wish to associate in the interest of developing and administering the sport of amateur ice hockey within Affiliate's geographical jurisdiction, as provided herein, and consistent with the Articles of Incorporation, By-laws, published Policies and Procedures, Regulations, Playing Rules and decisions of the Board of Directors of AAHA;

Now, therefore, intending to be legally bound hereby, AAHA and MEMBER ORGANIZATION hereby mutually covenant and agree as follows:

**I. JURISDICTION**

1.1 AAHA hereby grants to Member Organization, subject to the limitations contained herein and federal law, the exclusive jurisdiction as a "Member Organization" under AAHA to conduct certain of the affairs of AAHA, to assist in the governance of the team and individual members of AAHA, and to regulate the sport of amateur ice hockey within the organizational structure of the Member Organization.

Further, AAHA hereby authorizes the Member Organization to do the following:

A. To assess and charge a reasonable membership fee for members within its jurisdiction, in addition to the regular AAHA and US Hockey fees;

B. To operate fund-raising programs to support its functions as a Member Organization of AAHA, including special charge on paid gate tournaments, games or events sponsored by the Member Organization;

C. To perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as a Member Organization of AAHA.

1.2 AAHA hereby agrees that it will accept and recognize only those individuals and teams within the Member Organization's jurisdiction, which hold and continue membership in good standing with the Member Organization. Further, AAHA in accord with the exclusive jurisdiction herein granted, agrees to cooperate with and assist the Member Organization in the administration of the play of the sport of amateur ice hockey within the Member Organization's jurisdiction, when such cooperation and assistance is deemed necessary and/or advisable by Member Organization and AAHA.

1.3 This Agreement establishes certain obligations of and grants certain rights to the Member Organization as a "Member Organization" of AAHA. AAHA acknowledges that the Member Organization is and shall remain a separate entity with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in this Agreement.

## **II. BY-LAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY AFFILIATE**

2.1 Member Organization, in consideration of the grant of exclusive jurisdiction, hereby agrees to adopt as official policy and/or By-Laws of its organization, the following:

### **A. AAHA Preeminence**

The Member Organization as a "Member Organization" of AAHA, shall abide by and act in accord with the Articles of Incorporation, By-Laws, published Policies and Procedures, Rules and Regulations, Playing Rules and decisions of the Board of Directors of AAHA, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Member Organization. Further, Member Organization (i) shall assist AAHA in the administration and enforcement of the provisions of the By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of AAHA, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey and AAHA:

SPORTSMANSHIP - Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.

RESPECT FOR THE INDIVIDUAL - Treat all others as you expect to be treated.

INTEGRITY - We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

PURSUANT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS - Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

ENJOYMENT - It is important for the hockey experience to be fun, satisfying and rewarding for the participant.

LOYALTY - We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.

TEAMWORK - We value the strength of learning to work together. The

use of teamwork is reinforced and rewarded by success in the hockey experience.

## **B. Indemnity**

The Member Organization, a "Member Organization" of AAHA, shall indemnify and hold harmless AAHA, the Board of Directors of AAHA and each member thereof, the Executive Committee of AAHA, if appointed, and each member thereof, councils and committees of AAHA and each member thereof, and all other elected, appointed, employed or volunteer representatives of AAHA from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of the Member Organization, except to the extent (i) that AAHA or its afore described representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of AAHA. Further, the Member Organization understands and acknowledges that AAHA and its afore described representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this by-law.

2.2 AAHA shall reasonably cooperate with Member Organization in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require AAHA to incur any out of pocket expense not reimbursed by Member Organization.

## **III. ADDITIONAL PRINCIPLES WHICH MUST BE CONTAINED IN MEMBER ORGANIZATION'S BY-LAWS OR OFFICIAL POLICY**

Member Organization hereby understands and agrees that the organization, structure, policy, by-laws and/or operation of Member Organization shall reflect, and shall not violate, the following principles:

**Membership** All USA Hockey registered individuals that are in good standing with the member organization.

## **A. Government**

The government and authority of the Member Organization shall be vested in a Board of Directors composed of at least three representatives, as determined by the Member Organization, selected through an annual democratic election process. A majority of the Board must always be composed of representatives selected by such election process. Except if the Member Organization is an Arizona Corporation, duly organized under appropriate Arizona statutes, it may provide for internal voting control of its organizational structure, if its election process requires that its team members elect the Member Organization's representatives to the AAHA Board of Directors, and further provides for election by its teams of at least three representatives to its Board of Directors. The officers of the Member Organization, if elected by the registered teams or the Board of Directors, shall include at least a president, vice president and secretary-treasurer. It is recommended that the terms of directors and officers be staggered.

## **B. Voting**

Each Association shall determine an election process for its AAHA director(s) that is representative of each of its members by establishing an annual election of its members electing its AAHA representatives. Voting will take place in accordance with the By-laws of the AAHA Board. Each association will need to submit their election process to the AAHA Board upon request.

#### **D. Annual Meetings**

Any action(s) or policy(s) adopted or requested to be adopted by the Board of Directors or the officers of Member Organization shall be reported to its membership, or their duly authorized representatives, at least once each year at a meeting called for such purpose, with notice and agenda of such meeting being given to all members of the Member Organization no less than fifteen (15) days in advance of the holding of the meeting, which meeting shall be open to all members of the Member Organization.

#### **E. Financial Reports/Dues and Assessments**

Member Organization shall provide to its membership an annual financial report of its ice hockey operations, with a confidential copy provided to AAHA. Said reports shall be confidential and proprietary to the Member Organization and shall not be published in minutes or to the general membership of AAHA. Said report shall disclose dues and assessments to Member organization members. All dues and assessments by Member Organizations shall be reasonable in relation to the programs it offers to its members.

#### **F. Publication of Constitution and By-Laws**

Member Organization shall annually distribute to its members, copies of its constitution, by-laws and other documents governing its ice hockey programs and all amendments thereto. Copies shall also be available to AAHA upon request.

#### **G. Equal Opportunity**

Member Organization must provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex, or national origin.

#### **H. Grievance/Suspension Resolution**

Member Organization shall provide for the prompt and equitable resolution of grievances of its members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate.}

#### **I. Insurance**

(1) Member Organization agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. The Member Organization shall be informed of the limits of that policy, and of any changes to those limits which may be made by USA Hockey at its sole prerogative. Member Organization retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name AAHA as an additional insured thereof. By purchasing and maintaining the aforementioned general liability insurance policy, AAHA does not assume, and indeed disclaims, any liability for any actions or omissions of Member Organization.

(2) Member Organization agrees to use reasonable efforts to purchase, acquire or provide, and maintain in full force and effect at all times, directors and officers' liability insurance, and (to the extent such insurance is not obtained through USA Hockey) name AAHA as an additional insured there under.

**J. 501(c)(3) Status**

Member Organization may at all times during the term of this Agreement maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and shall cooperate with USA Hockey in the event that USA Hockey and AAHA deem it advisable for Member Organization to be included in a group exemption letter.

**K. Abuse**

Member Organization shall adopt policies prohibiting sexual and physical abuse which meet certain minimum criteria established by AAHA (subject to any contrary requirements contained in state or local law applicable to Member Organization).

**L. Adoption**

Member Organization shall adopt, as amendments to its by-laws and as official policy, the foregoing principles set forth in Sections II and III within 60 days of the date of this Agreement. It shall be a condition of the continuation of the grant of Member Organization status contained herein for Member Organization to deliver, upon request, written proof of such adoption to AAHA. If Member Organization does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in AAHA.

**IV. TERM**

The term of this Agreement shall be for one (1) year, from \_\_\_\_\_, 200\_ to \_\_\_\_\_, 200\_ and renewed annually thereafter, unless (i) either party shall notify the other of an intention to terminate the relationship herein created no less than sixty (60) days prior to the end of the term provided for above or (ii) earlier terminated for breach as hereinafter provided.

**V. BREACH**

In the event that the Member Organization shall breach any of the terms and conditions of this Agreement, or any of the By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of AAHA (which provisions are incorporated herein by this reference as though fully set forth herein), then AAHA shall have the right to impose sanctions pursuant to the appropriate By-Laws or duly adopted policies of AAHA and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to the Member Organization. In the event that AAHA shall breach any of the terms and conditions of this Agreement, then the Member Organization shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted.

**VI. MISCELLANEOUS**

For the purposes of consistent administration of this Agreement, the following shall govern and control the relationship between AAHA and the Member Organization:

**A. Notice**

Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the following official representative to whom notice should be given of any and all matters involving AAHA and the Member Organization as provided for in this Agreement:

AAHA

Member Organization

**B. Amendment**

This Agreement is not subject to any addition, alteration, modification, or amendment, unless and upon condition that said addition, alteration, modification or amendment is in writing, and signed by both parties hereto.

**C. Severability**

In the event that any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

**D. Entire Agreement**

This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

**E. Governing Law**

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Arizona.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective representatives, and attested to by their respective representatives on this \_\_\_ day of \_\_\_\_\_, 200\_\_.

AAHA

Member Organization

By \_\_\_\_\_  
Its President \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date