

LOCAL AFFILIATE AGREEMENT

(Adopted April 24, 2005)
(Revised May 16, 2009)

This agreement, made and entered into this _____ day of _____, year _____, by and between the North Dakota Amateur Hockey Association (hereinafter referred to as NDAHA), a North Dakota non-profit Corporation with its principal place of business located in Grand Forks, North Dakota and the

(Name of Association/Affiliate)

(Address)

(City and Zip Code)

A non-profit Corporation with a Federal Tax Identification number of

(Legal name of Organization and Federal Tax ID #)

in the State of North Dakota (hereinafter referred to as the Local Affiliate) for and in consideration of the mutual covenants and agreements herein contained.

Whereas the NDAHA is the recognized state Affiliate of USA Hockey, Inc. which is the duly authorized representative of the International Ice Hockey Federation (IIHF) with exclusive jurisdiction, as provided herein, and consistent with the Articles of Incorporation, by-laws, rules and regulations, playing rules, and decisions of the Board of Directors of the NDAHA.

Now therefore, intending to be legally bound hereby, the NDAHA and the Local Affiliate hereby mutually covenant and agree as follows:

I. JURISDICTION

The NDAHA hereby grants to the Local Affiliate, subject to the limitations contained herein and federal law and state law, the exclusive jurisdiction (as an "Affiliate Association" under the NDAHA bylaws) to conduct certain of the affairs of the NDAHA, to assist in the governance of the members of the NDAHA, and to regulate the sport of amateur ice hockey within the geographical area of the community of:

(Community)

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

The NDAHA hereby agrees to assign the Local Affiliate to one of its districts and the Local Affiliate is hereby entitled to participate with any other Local Affiliate Associations within its District with respect to the affairs of the District pursuant to the bylaws and rules and regulations of the NDAHA.

This agreement establishes certain obligations of and grants certain rights to the Local Affiliate as an "Affiliate Association" of the NDAHA. The NDAHA acknowledges that the Local Affiliate 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 POLICIES REQUIRED FOR ADOPTION BY THE LOCAL AFFILIATE

- 2.1 The Local Affiliate, 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. NDAHA Preeminence

The Local Affiliate, and Affiliate Association of the NDAHA, shall abide by and act in accord with the Articles of Incorporation, by-laws, rules and regulations, playing rules, and decisions of the NDAHA Board of Directors, and such documents and decisions shall take precedence over and supercede all similar governing documents and/or decisions of the Local Affiliate. Further, the Local Affiliate (I) shall assist the NDAHA in the administration and enforcement of the provisions of the by-laws, rules and regulations, playing rules and decisions of the NDAHA Board of Directors, 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 the NDAHA:

SPORTSMANSHIP – Foremost of all the 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.

ZERO TOLERANCE – The guidelines for Zero Tolerance set forth by USA Hockey shall be strictly adhered to.

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.

PURSUIT 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.

EQUAL OPPORTUNITY – We shall provide an equal 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, age, sex, or national origin.

B. Indemnity

The Local Affiliate, and Affiliate Association of the NDAHA, shall indemnify and hold harmless NDAHA, the NDAHA Board of Directors, and each member thereof, the Executive Committee of the NDAHA and each member thereof, councils and committees of the NDAHA and each member thereof, and all other elected appointed, employed or volunteer representatives of the NDAHA from any and all claims, liability, judgments, costs, attorney's fees, charges and expenses whatsoever, arising from the acts and omissions of the Local Affiliate, except to the extent (I) that the NDAHA 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 of omissions were the direct result of compliance with the Articles of Incorporation, by-laws, rules and regulations, playing rules, or decisions of the NDAHA Board of Directors. Further, the Local Affiliate understands and acknowledges that the NDAHA and its afore described representatives have assumed such assignment, function, office, or capacity upon the express understanding, agreement and conditions that they be so indemnified and held harmless to the extent described in this provision.

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

III. REQUIRED PRINCIPLES TO BE CONTAINED IN AFFILIATE'S BY-LAWS OR OFFICIAL POLICY

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

A. Team Membership

All teams, which participate in on-ice activities with any teams from outside the Local Affiliate community, shall register with the NDAHA and USA Hockey.

B. Government

The government and authority of the Local Affiliate shall be vested in a Board of Directors composed of at least three representatives, as determined by the Local Affiliate, selected through an annual democratic election process. A majority of the Board must always be composed of representatives, selected by such election process. The officers of the Local Affiliate, selected by the membership 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. The current office-holders are as follows:

President _____ Vice-President _____

Secretary _____ Treasurer _____

C. Voting

Each member of the Local Affiliate shall be entitled to one vote in the process adopted by the Local Affiliate for the election of its Board of Directors. The process adopted by the Local Affiliate for the election of its Board of Directors shall be based on the premise that each member shall be entitled to one vote.

D. Annual Meetings

Any action(s) or policy(s) adopted or requested to be adopted by the Board of Directors of the officers of the Local Affiliate 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 meetings being given to all members of the Local Affiliate no less than fifteen (15) days in advance of the holding of the meeting, which meeting shall be open to all members of the Local Affiliate.

E. Financial Reports, Dues, and Assessments

The Local Affiliate shall provide to its membership an annual financial report of operations. All dues and assessments by the Local Affiliate shall be reasonable in relation to the programs it offers to its members.

F. Publication of Constitution and by-laws

The Local Affiliate shall annually distribute to its members, upon request, copies of its constitution, by-laws, and other governing documents, and all amendments thereto.

G. Equal Opportunity

The Local Affiliate must provide an equal 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, age, sex, or national origin.

H. Grievance Resolution

The Local Affiliate 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 individuals ineligible to participate.

I. Insurance

The Local Affiliate agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. The Local Affiliate 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. The Local Affiliate retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but to name the NDAHA as an additional insured thereof. By purchasing and maintaining the aforementioned general liability policy, the NDAHA does not assume, and indeed disclaims, any liability for any actions or omissions of the Local Affiliate. The Local Affiliate 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 the NDAHA as an additional insured there under.

J. Continuing Status of a recognized Non-Profit Organization

The Local Affiliate should at all times during the term of this Agreement maintain its tax exempt status under Section 501(c) (3) or appropriate Section of the Internal Revenue Code, or as further approved by the NDAHA Board of Directors.

K. Abuse

The Local Affiliate shall adopt policies prohibiting sexual and physical abuse that meet certain minimum criteria established by the NDAHA (subject to any contrary requirements contained in state or local law applicable to the Local Affiliate), and to provide a copy of this policy to the Secretary of the NDAHA if requested.

L. Adoption

The Local Affiliate shall adopt, as amendments to its by-laws or as official policy, the foregoing principles set forth by Sections II and III within 180 days of the date of this agreement. It shall be a condition of the continuation of the grant of Local Affiliate status contained herein for the Local Affiliate to deliver, upon request, written proof of such adoption to the Secretary of the NDAHA. If a Local Affiliate does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in the NDAHA.

IV. TERMS

Upon receipt of an initial completed and signed Local Affiliate Agreement, **A)** an annual Local Affiliate fee (\$50) to NDAHA, **B)** an annual updated copy of the Local Affiliate Contact Form, & **C)** an annual complete listing of all local Affiliate volunteers/staff working with any hockey player, to be sent to the NDAHA Risk Manager by December 15th of the current year, the term of this Agreement shall be for one (1) year (September 1 through August 31), and will be considered renewed by receipt of subsequent annual fees to the NDAHA Treasurer, 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 above, or, (II) earlier terminated for breach as hereinafter provided.

V. BREACH

In the event that the Local Affiliate 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 NDAHA Board of Directors (which provisions are incorporated herein by this reference as though fully set forth herein), then the NDAHA shall have the right to impose sanctions pursuant to Articles VIII and IX of the Rules and Regulations of the NDAHA and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to the Local Affiliate.

In the event that the NDAHA shall breach any of the terms and conditions of this Agreement, then the Local Affiliate 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 purpose of consistent administration of this Agreement, the following shall govern and control the relationship between the NDAHA and the Local Affiliate:

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 the NDAHA and the Local Affiliate in this Agreement:

1. NDAHA
Association Executive
1910 5th Avenue North
Grand Forks, North Dakota 58203

2. _____
Local Affiliate

Address/PO Box

City, North Dakota Zip Code

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 super cedes 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 North Dakota.

VII. ACCEPTANCE

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

FOR THE NDAHA:

FOR THE LOCAL AFFILIATE:

TITLE: _____

TITLE: _____

(PRINTED NAME)

(PRINTED NAME)

DATE: _____

DATE: _____