

Central States Developmental Hockey League (CSDHL) Bylaws (Revised July, 2018)

ARTICLE I. Name and Affiliation

The name of this corporation shall be the Central States Developmental Hockey League. (referred to hereinafter as CSDHL).

CSDHL shall be affiliated with USA Hockey.

ARTICLE II. Offices

The principal office of CSDHL shall be in the State of Illinois. CSDHL may have such other offices, either within or without the State of Illinois, as the business of the corporation may require from time to time. The registered office of CSDHL Required by the General Not-For Profit Corporation Act to be maintained in the State of Illinois may be, but need not be, identical with the principal office in the State of Illinois, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III. Purposes

SECTION 1. To operate a highly competitive league specifically designed for the elite Tier II hockey teams within Illinois and the Central States region.

SECTION 2. To develop and promote the development of Tier II hockey in Illinois and Central States region by offering, establishing, and maintaining the highest standards of excellence and sportsmanship in the individualized and team play.

SECTION 3. To affiliate with USA Hockey and encourage registration of all teams at all levels of play with USA Hockey.

SECTION 4. To conduct hockey tournaments and to sanction teams to enter and participate in said tournaments.

SECTION 5. To communicate and cooperate with the USA Hockey Central District Association, other State and Officials Associations so as to improve and promote the sport of hockey both within and without the State of Illinois.

SECTION 6. To do any and all acts necessary and desirable in the furtherance of the foregoing purposes and the sport of hockey.

SECTION 7. To promote excellence in the academics and personal conduct among Tier II youth hockey players by establishing and maintaining the highest standards for participating teams and players as a condition for membership in the League.

SECTION 8. The CSDHL may promulgate codes of conduct, academic performances, playing rules, player eligibility rules, and rules pertaining to membership in the CSDHL that establishes a standard of behavior and performance that may be higher than those standards set forth by AHAI or USA Hockey.

SECTION 9. The CSDHL shall have the responsibility for the administrative and enforcement of the CSDHL League Articles, and Rules and Regulations unique to the CSDHL. The CSDHL specifically reserves the right to enforce all AHAI rules and regulations. The CSDHL has authority to enforce its rules and regulations concurrently or in addition to any AHAI rules and regulations.

SECTION 10. The CSDHL may make recommendations to AHAI on any matter pertaining to amateur youth hockey. AHAI may consult with the CSDHL on any matter pertaining uniquely to Tier II youth hockey or CSDHL.

ARTICLE IV: GOVERNANCE

SECTION 1. The Board of Directors of the CSDHL will be responsible for the day to day operations of the league and shall conduct the business of the league to assure that all matters and games are conducted in the best interest of the league, organizations, teams, players, coaches and managers participating in the league and in the best interest of amateur elite Tier II youth hockey with the emphasis on the players.

SECTION 2. The Chairperson, any member of a CSDHL Committee, and President of the League may be removed from his/her respective position by a two-thirds vote by the Board of Directors.

SECTION 3. A vacancy in office or position shall occur upon the removal of the President, Executive Committee, Board of Directors' member, or upon the individual's resignation, death, or incapacitation.

SECTION 4. The CSDHL shall establish a CSDHL Management Advisory Committee comprised of one (1) representative for each of the Tier II organizations participating in the league during the current playing season commencing on September 1 and ending at the conclusion of the USA Hockey National Tournaments. The CSHDL Advisory Committee will meet periodically in conjunction with the CSHDL Board of Directors on all matters pertaining to the CSDHL.

SECTION 5. The CSDHL Board of Directors will meet regularly to conduct business of the League. The first meeting shall take place immediately following the annual meeting. One purpose of this meeting is to consider petitions of teams for admittance into the CSDHL for the next immediate playing season.

ARTICLE V: FINANCE

SECTION 1. The CSDHL will publish an annual statement of its finances.

ARTICLE VI: POWERS, DUTIES, AND RESPONSIBILITIES OF THE CENTRAL STATES BOARD OF DIRECTORS

SECTION 1. Promulgate rules and regulations of the CSDHL provided that no rule nor regulation may contradict or conflict with a rule(s) of AHAI or USA Hockey.

SECTION 2. Promulgate rules and regulations governing the conduct of players, coaches, teams, and spectators at the games of CSDHL.

SECTION 3. Establish a minimum academic standard for the players, and a code of conduct governing the conduct of all players, coaches, parents and spectators of the CSDHL.

SECTION 4. Conduct clinics, seminars, workshops for coaches participating in the league.

SECTION 5. Establish such other rules, policies, and regulations that are in the best interest of coaches, players while participating in the CSDHL.

SECTION 6. Determine the process for evaluation and selection of entry of a team into the CSDHL in accordance with Article VII.

ARTICLE VII: ADMISSION OF TEAMS INTO THE CENTRAL STATES LEAGUE

SECTION 1. The CSDHL Board of Directors shall appoint a Selection Committee annually. The Selection Committee shall review teams for consideration and make recommendations to the Board of Directors for entry into the CSDHL. The league shall be comprised of USA Hockey age divisions: 18 and under (Midget Major) 16 and under (Midget Minor), 15 and under (Midget Minor), 14 and under (Bantam), 12 and under (Peewee) and 10 and under (Squirt). These may be adjusted by the Board with approval of a majority of member organizations. Levels within each age group may be added such as major and minor with majority approval of the Board.

SECTION 2. There shall be no more than fourteen (14) teams participating in any of the six age Classifications except at the Squirt Major level.

SECTION 3. CSDHL Selection Committee shall consider the following criteria and using its best efforts, to identify and qualify for admissions into the CSDHL the best performing Tier I and II youth hockey teams in each respective age division. The Committee may consider but not be limited to consideration of playing records, overall strength of proposed team's rosters, strength of competition, recommendation and assessments of coaches, and other individuals with an expertise in evaluating hockey talent, strength of coaching staff, allocation of ice time, intangibles, and any other criteria which may assist in identifying the teams. A team may have to reapply for entry into the CSDHL for each playing season.

The CSDHL Board of Directors shall review all recommendations of the Selection Committee and shall make the final determination as to teams selected. The Decision of the Board may be appealed. All appeals must be in writing to the President of the CSDHL Board of Directors.

SECTION 4. In making an application for admission into the CSHDL, a team residing within the jurisdiction of CSDHL must be sponsored by a Member Association that is in good standing with AHAI and CSDHL. Teams outside the jurisdiction of CSDHL must be sponsored by a Member Association that is approved and in good standing with an Affiliate organization of USA Hockey with jurisdiction over member organization other than AHAI; provided that a team is not eligible to apply for admission into the CSDHL if the Selection Committee determines that a principle purpose for the team residing outside the jurisdiction of AHAI is to circumvent the By-Laws, Rules and Regulations of AHAI pertaining to

Member Association and their team's or its admission would be detrimental to the purposes of the CSDHL.

SECTION 5. The applicant teams shall agree to the following:

A. Abide by the League Articles, Rules and Regulations

of the CSDHL.

B. Provide for games ice times by July 1st of each year that are convenient times to accommodate all home games and to pay for all home game related costs.

C. Pursue a policy of conducting two (2) team practices for every scheduled sanctioned game or tournament game.

D. Submit to and abide by the scheduling decisions of the League Scheduler in Chief who is designated by the President.

E. Provide home game ice to the Board of Directors at the annual scheduling meeting.

SECTION 6. In making an application for admission into the CSDHL, a team must provide the CSDHL Selection Committee with all information requested by the CSDHL in a timely manner. Said information will be in accordance with the selection procedure. This information will include but not be limited to the following:

A. tentative schedule of available home game ice slots.

B. a proposed practice schedule including the location, times, and length of times for practices.

C. Names, addresses, telephone numbers and relevant background information as it pertains to all coaching and management personnel.

D. the proposed plan and guidelines to monitor and support the academic performances of the players.

E. a proposed plan and guidelines for monitoring and supporting the conduct of all players, coaches, team officials, and spectators that are associated with the CSDHL.

F. The names, addresses, telephone numbers and relevant background information as it pertains to the anticipated players on the team. The final selection of all team players will be completed at the conclusion of open and fair tryouts conducted in accordance to the Rules and Regulations of AHAI or the appropriate USA Hockey Affiliate Organization.

SECTION 7. The CSDHL shall establish a timetable for application, provisional acceptance and final approval for entry into the CSDHL. Listed below is a timetable that under normal conditions will be adhered to for the selection process:

A. April 1 through May 1 is the time frame in which applications will be accepted for entry into the CSDHL for the next ensuing playing season.

B. "Tentative" selection into the CSDHL will be made for the next ensuing playing season by June 1.

C. June 1 to June 15 is the time frame in which the final selection process will be completed for team entry into the CSDHL for the next ensuing playing season.

D. All appeals are due to the President within seven (7) days of the Tentative Selection list which is due by June 1.

ARTICLE VIII: TOURNAMENTS

SECTION 1. All CSDHL teams may participate in the state tournament of AHAI or of the teams USA Hockey Affiliate, whichever is appropriate. Upon approval of AHAI or the teams USA Hockey Affiliate, a team participating in the CSDHL may play in an appropriate state tournament at the Tier I level. A team participating in the CSDHL must advance to the USA Hockey Regional and National Tournaments if it is successful at the preceding tournament level.

SECTION 2. The CSDHL may conduct a National Invitation Showcase Tournament in each age group. Each CSDHL team shall participate in the appropriate national invitational tournament provided that they are conducted at their respective age level.

SECTION 3. Every CSDHL team may participate in tournaments outside the League provided that participation in these tournaments do not conflict with any previously scheduled CSDHL League or Tournament game.

SECTION 4. All CSDHL teams at the appropriate age level shall participate in any CSDHL promoted tournament held by the CSDHL.

ARTICLE IX: PLAYER DEVELOPMENT

SECTION 1. The CSDHL may conduct preseason camps that will conclude prior to the beginning of each playing season.

SECTION 2. AHAI will conduct College Night at least once per playing season for the benefit of the CSDHL players and parents.

SECTION 3. The CSDHL may conduct player development camps, specialty clinics, off ice seminars, and training sessions for all players participating in the CSDHL during the playing season.

ARTICLE X: MEMBERS

SECTION 1. ANNUAL MEETING - The Annual Meeting of the member teams shall be held each year, and if possible, prior to the USA Hockey Meeting, but in no event later than *October 1*, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 2. MEMBERSHIP - The members of CSDHL shall comprise of all the amateur hockey *organization*, as defined in the USA Hockey Rules and Regulations, being headquartered in United States *with at least one teams participating in the CSDHL for that year* and such other *organizations* as may be designated to be under the jurisdiction of USA Hockey as the sanctioned Affiliate of USA Hockey and duly registered with AHA *with at least one team participating in the CSDHL for that year*.

SECTION 3. SPECIAL MEETINGS - Special meetings of the member organizations may be called by the President, or a majority of the Board of Directors.

SECTION 4. PLACE OF MEETING - The President or Board of Directors may designate any place within the State of Illinois as the place of meeting for any Annual Meeting or for any Special Meeting.

SECTION 5. NOTICE OF MEETINGS - Written, E-mail, or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten nor more than forty days before the date of the meeting to each member *organization* entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member *organization* at its address as it appears on the records of CSDHL, with postage thereon prepaid. If emailed, such notice shall be deemed to be delivered at the time it is sent to the organization's designated email listed on the CSDHL website. If no email is provided on the website, an email sent to any officer of the organization shall be deemed proper notice and shall be deemed to be delivered at the time it is sent.

SECTION 6. QUORUM - Forty percent of the member *organizations* eligible to vote shall constitute a quorum at any meeting of member *organizations*, provided, that if less than 40 percent of the voting member *organization* are represented at said meeting, a majority of the member *organizations* so represented may adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of the majority of the voting member *organizations* represented at the meeting shall be the act of the members.

SECTION 7. VOTING RIGHTS - Each member *organization* shall be entitled to one vote upon each matter submitted to vote at a meeting of the member *organization*. The member *organization* vote shall be cast by the representative of the member *organization* listed on the Official CSDHL Registration Form (which representative shall be (i) associated or affiliated with the same member *organization* as the CSDHL member *organization* or (ii) the league president or his/her designee in which the member *organization* is properly registered unless another representative has been designated, in writing, by the member *organization* , provided, however, such designee must be associated or affiliated with the same *organization* as the member team. Except as set forth above, no proxy voting shall be permitted.

SECTION 8. VOTING DISPUTES - At any meeting of the member *organizations*, any question or dispute relating to the validity or result of any vote shall be submitted to the incumbent Board of Directors for determination and the decision of the majority of the Board present, provided a quorum of the Board is present, shall be binding on all parties.

SECTION 9. VOTING - Voting on any question or in any election shall be via voice. All votes shall be a matter of public record.

SECTION 10. JURISDICTION - AHAI shall have complete jurisdiction over all amateur hockey in the State of Illinois and as such shall sanction all leagues and tournament play in the State. The Board of Directors of AHAI shall promulgate general policies under a set of Rules and Regulations to designate how corporate policies shall be followed.

The term "amateur hockey" as referred to in these By-Laws shall hereinafter be understood to mean any and all phases of the game of hockey, including but not restricted to games, tournaments and those groups and individuals who compose the membership of AHAI.

ARTICLE XI: DIRECTORS

SECTION 1. GENERAL POWERS - The business and affairs of CSDHL shall be managed by the Board of Directors.

SECTION 2. SPECIFIC POWERS - The Board of Directors shall determine what is in the best interest of amateur hockey through the CSDHL and have the authority to develop, implement and enforce rules, policies, procedure, incentives and penalties that advance those interests. Furthermore, the CSDHL Board of Directors shall have the authority to name, at its discretion, one or more President Emeritus or Director Emeriti in recognition of outstanding service to this Association. Emeriti shall continue to be non-voting members of this Board of Directors and eligible for all committee appointments by the President.

SECTION 3. NUMBER, TENURE AND QUALIFICATIONS – The number of Directors of CSDHL shall be 9 as elected by the voting member organizations. The Executive Board shall be selected annually by the Board of Directors. Each Director shall hold office for three years. Three Directors shall be elected annually. The Board of Directors shall designate three (3) different Board of Director positions for selection in 2018, 2019 and 2020 and thereafter those elected Board members will serve three (3) year terms.

Upon completion of this voting cycle, the process will repeat itself.-In the event of a vacancy by death, resignation, or removal, the President of CSDHL shall appoint a Director to fill such unexpired term.

SECTION 4. REGULAR MEETINGS - A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the Annual Meeting of the member teams. The President or a majority of the Board of Directors may provide, by resolution, the time and place, for the holding of additional regular meeting without other notice than such resolution.

SECTION 5. SPECIAL MEETINGS - Special meeting of the Board of Directors may be called by or at the request of the president or majority of the Board of Directors. The person or persons authorized to call special meeting of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

SECTION 6. NOTICE - Notice of any special meeting shall be given by written notice delivered personally or mailed to each director at his/her business or home address, by telegram, E-Mail, or by telephone. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting.

SECTION 7. QUORUM - A majority of the number of Directors fixed by these By-Laws constitutes a quorum for transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of such number of directors are present at said meeting, a majority of the directors' present may adjourn the meeting from time to time without further notice.

The President may when time is of the essence and a meeting is not practical, request the approval of the Board of Directors or a Committee of certain action via email, phone or other electronic communications. The electronic communication itself shall serve as notice of the proposed action. The Directors may vote via electronic means in a manner agreed to previously by the Board. Approval by a majority of the entire Board of Directors shall be required when electronic notice and voting is conducted. Said action and votes will be published at the next Board, Committee or General Membership meeting.

SECTION 8. MANNER OF ACTING - The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 9. OTHER DUTIES - The Board of Directors shall hear and rule on appeals from any of the corporation committees, and shall resolve any and all disputes within the corporation.

ARTICLE XII: OFFICERS

SECTION 1. NUMBER - The officers of CSDHL shall be a President, a Vice President (s), a Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of Directors.

SECTION 2. ELECTION AND TERM OF OFFICE - The officers of CSDHL shall be elected as indicated under Article XI, Section 3, annually by the Board of Directors at the first meeting of the Board of Directors held after each Annual Meeting of the member teams.

If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified or until his/her death or until he/she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL - Any officer, director, or agent elected or appointed by the Board of Directors may be removed by a two-thirds vote of the entire Board of Directors whenever in its best judgment, the best interests of AHAI would be served thereby.

SECTION 4. PRESIDENT - The President shall be the chief executive officer of CSHDL and shall in general supervise and control all of the business and affairs of CSHDL. He/she shall preside at all meetings of the member teams and of the Board of Directors. He/she shall serve as ex-officio member on all

committees. He/she may sign, with the Secretary or any other proper officer of AHAI thereunto authorize by the Board of Directors, any bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of CSDHL, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

In addition, the President or his/her designee(s) shall represent CSDHL and its member teams in meeting with other hockey associations and USA Hockey.

SECTION 5. THE VICE-PRESIDENT(S) - In absence of the President or in the event of his/her inability or refusal to act, the Vice-President (or in the event there is more than one Vice-President, the Vice-Presidents in the order designated, or in the absence of any designation, then in order of their election) shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President and in general perform all the duties incident to the Office(s) of the Vice-President and such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

SECTION 6. THE TREASURER - If required by the Board of Director, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

He/she shall:

(a) have charge and custody of and be responsible for funds and securities of CSDHL; receive and give receipts for moneys due and payable to CSDHL from any source whatsoever, and deposit all such moneys in the name of CSDHL in such banks, trust companies and other insured depositories shall be selected in accordance with these Bylaws;

(b) in general, perform all the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

SECTION 7. THE SECRETARY - The Secretary shall;

(a) keep the minutes of the members' and the Board of Directors' meetings.

(b) see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law;

(c) be custodian of the corporate records and of the seal of CSDHL and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

(d) keep a register of the post-office address of each member;

(e) in general, perform all duties incident to the Office of the Secretary and such other duties as from time to time may be assigned him/her by the President or the Board of Directors.

ARTICLE XIII: COMMITTEES

SECTION 1. STANDING COMMITTEES - The President shall designate and appoint the membership to all committees necessary or appropriate to the efficient conduct of CSDHL affairs, provided, however, the Chairperson of the committees named must be members of the Board of Directors of CSDHL. (Need to identify standing committees and respective responsibilities)

SECTION 2. GENERAL COMMITTEES - The President shall designate and appoint such other committees deemed necessary or appropriate to the efficient conduct of CSDHL affairs, provided, however, the Chairperson of these committees need not be a member of the Board of Directors of CSDHL. (Need to identify general committees and respective responsibilities)

A. RULES AND ETHICS COMMITTEE - The committee shall have original jurisdiction over the distraction and enforcement of the By-Laws and Rules and Regulations of CSDHL in respect to all matters other than infractions of the By-Laws and Rules and Regulations which arise out of competitive play over which the AHAI Suspension Committee shall have original jurisdiction. In accordance with procedures established by the Board of Directors, the Rules and Ethics Committee shall have authority to suspend, place on probation, or impose other disciplinary sanctions against any person, team or organization determined to have violated the By-Laws or Rules and Regulations of CSDHL or for conduct deemed by the Committee to not be in the best interests of amateur hockey, the purpose and intent of the Bylaws or Rules and Regulations of CSDHL. CSDHL decisions of the Rules and Ethics Committee shall be final, unless a notice of appeal there from is filed as herein provided. Any person, team, or organization affected by a decision of the Rules and Ethics Committee may appeal such decision in accordance with these By-Laws and the Rules and Regulations of CSDHL, by filling a written notice of appeal, with the President of CSDHL within ten (10) days after the date that the decision appealed from has been rendered, which appeal shall be acted upon by the Board of Directors whose decision shall be final. *CSDHL may impose discipline concurrent or in addition to any AHAI discipline.*

ARTICLE XIV: CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS - The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of CSDHL, and such authority may be general or confirmed to specific instances.

SECTION 2. LOANS - No loans shall be contracted on behalf of CSDHL and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC - All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of CSDHL, shall be signed by such officer or officers,

agent or agents of CSDHL and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS - All funds of CSDHL not otherwise employed shall be deposited from time to time to the credit of CSDHL in such banks, trust companies or other insured depositories as the Board of Directors may select.

SECTION 5. FINANCIAL OBLIGATION SATISFACTION – No player shall be permitted to change his/her team or association affiliation until she/he has satisfied any outstanding financial obligations to his/her “old” team or association including all Youth, High Schools, Juniors, and Seniors.

SECTION 6. ANNUAL AUDIT - An audit will be conducted at the conclusion of each fiscal year, and will be available for inspection upon request by member organizations.

ARTICLE XV: FISCAL YEAR- The fiscal year of CSDHL shall begin on the first day of June in each year and end the last day of May in each year.

ARTICLE XVI: SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words “Corporate Seal, Illinois.”

ARTICLE XVII: WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the Articles of Incorporation or under the provisions of the General Not-For-Profit Corporation Act of the State of Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVIII: DISPUTES

Each controversy, questions or dispute regarding or having an impact on the *CSDHL, member organizations or teams, amateur hockey or amateur hockey players (“Dispute”)*, except those matters pertaining to playing rules specifically provided elsewhere within AHAI or USA Hockey By-Laws or Rules and Regulations, shall be resolved solely through the administrative procedures established in the By-Laws or Rules & Regulations of CSDHL and/or USA Hockey (“Disputes Resolution Procedures”).

As a not-for-profit organization whose vital services are provided by volunteer effort, CSDHL has established this Dispute Resolution Procedure to provide an efficient, orderly and uniform method of resolving all disputes which utilizes the special skills, expertise and background of people experienced in hockey and sports administration matters. It is the further purpose of this By-Law to provide an administrative procedure that is a full and complete substitute for any court proceedings. Each person and entity within the jurisdiction of CSDHL (including each member *organization, team, player, coach, official, referee, parent, guardian, agent or other person, and each affiliate member, league, team, club, sponsor, facility or other group or organization*) agrees to abide by the Dispute Resolution Procedures by

virtue of their membership, affiliation or participation at any time in CSDHL or a CSDHL program, and completely forgoes any recourse to a court of law or equity regarding the matters expressly or implicitly covered by the Dispute Resolution Procedures.

A waiver of, or failure to exercise or participate in, any Dispute Resolution Procedure is not an exhaustion of remedies and shall not diminish or alter the requirements or authority of the Dispute Resolution Procedures. In connection with any Dispute, CSDHL (including any of its duly authorized committees) shall have the power to impose fines and disciplinary action (up to and including suspension or *expulsion from the league*) and assess costs, in accordance with those rules established by the CSDHL Board of Directors, "Costs" shall also include the time of CSDHL personnel; for these purposes, a volunteer's time shall be measured by that individual's customary work position.

In the event of recourse to the courts of any jurisdiction on any matter and for any reason (and without altering the prohibition against such recourse stated above), the following principles shall prevail:

A. The constructions, interpretations, rulings, procedures, decisions and opinions of CSDHL and/or USA Hockey (including their directors, officers and duly authorized personnel) shall be deferred to being the product of their experience and judgmental expertise in amateur hockey and in the administration thereof;

B. If there is any rational basis for the decision of CSDHL and/or USA Hockey, such decision shall be upheld, and the only question shall be, did CSDHL and/or USA Hockey act contrary to the Constitution of the United States or the State of Illinois; the fact that another reasonable inference or interpretation could have been made will not be grounds for overruling or modifying a decision of CSDHL and/or USA Hockey;

C. Only the evidence and theories explicitly presented to CSDHL and/or USA Hockey for consideration prior to the rendering of their decision may later be presented or considered in court;

D. The burden of proof shall be on the party attempting to have any decision or action of CSDHL and/or US Hockey reversed, modified or changed in any way, and said burden shall be equivalent of the highest degree of proof required in any civil proceedings; and,

E. Each party not successful in overturning in its entirety a procedure, ruling or other decision of CSDHL and/or USA Hockey, shall pay for any fees, expenses and other costs of CSDHL and USA Hockey with respect to that matter (including, but not limited to: attorneys' fees; court costs, court reporter, transcript, document and exhibit costs; fees and expenses of consultants, experts, investigators and witnesses, and in obtaining or producing materials or evidence; the transportation and other per diem or incidental expenses of each of the foregoing and of all volunteers; and, the value of each court, as measured by that individual's customary work position).

ARTICLE XIX: DISTRIBUTION OF ASSETS

1. The assets of CSDHL are permanently dedicated to exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1954 (or corresponding provisions of future laws). CSDHL shall not be operated for pecuniary profit and shall have not capital stock and shall make no distribution of dividends to its members, directors, officers or persons having a private interest in the activities of the corporation.

In the event CSDHL is dissolved, the Board of Directors shall pay, satisfy and discharge all liabilities and obligations of CSDHL or make adequate provisions therefore and distribute all remaining assets of CSDHL to an organization or organizations engaged in activities substantially similarly to those of CSDHL and organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at that time qualify as an exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or corresponding provisions of future laws).

ARTICLE XX: AMENDMENTS

These By-Laws may be altered, amended or repealed and new Bylaws may be adopted at any meeting of CSDHL by two-thirds vote of the voting member organizations represented at the meeting, provided each proposed amendment must first be submitted to the President, who, with the rest of the Board of Directors shall, before presentation for consideration by the membership, decide whether or not to recommend its adoption at the next annual or special meeting.

No amendment shall be eligible for presentation at a meeting unless it shall have been submitted by an *organization* to the President at least 30 days prior to such a meeting or published by the Board of Directors at least 14 days prior to such meeting. Any amendment submitted by an *organization* in accordance with this By-Law shall be published by the Board of Directors at least fourteen (14) days prior to such a meeting.

A. USA HOCKEY PREEMINENCE - The CSDHL, comprised from Affiliates of USA Hockey, shall abide by and act in accordance with the Constitution, By-Laws, Rules and Regulations of USA Hockey, and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Amateur Hockey Association Illinois, Inc. Further, the Amateur Hockey Association Illinois, Inc. shall assist USA Hockey in the administration and enforcement of the provisions of the Constitution, By-Laws, Rules and Regulations, and decisions of the Board of Directors of USA Hockey, within and upon its members and/or within its jurisdiction.

B. INDEMNITY - The CSDHL is comprised from Affiliates of USA Hockey, and shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Executive Committee of USA Hockey, and each member thereof, committees of USA Hockey and members thereof, and all other elected, appointed, or employed representatives of USA Hockey from any and all liability, judgments, costs, charges and expenses whatsoever, which USA Hockey or its representatives sustains or incurs in or about any actions, suit or proceeding which is brought, commenced or prosecuted against USA Hockey, or its representatives, for and in regard to any act, deed, matter, decision, or thing whatsoever made, done or permitted to be done about or in relation to the local affairs of CSDHL except such costs, charges, or expenses as are occasioned by USA Hockey, or its

representatives by and through willful neglect or default. Further, the CSDHL, understands and acknowledges that USA Hockey and its representatives, whether elected, appointed or employed, have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that USA Hockey and each of its representatives, their heirs, executors, administrators, estates, assigns and others, shall from time to time, and at all times, be indemnified and saved harmless out of the funds of the CSDHL, accumulated or to be accumulated, for the acts or conditions described above. USA Hockey shall cooperate with the Affiliate in any litigation and provide support, including but not limited to, data, research, advice, testimony, etc.

The Affiliate shall insure the obligation set forth herein, name USA Hockey as an additional insured under the terms of the liability insurance policy purchased or provided for this purpose, and provide evidence thereof to USA Hockey, if requested.

Evidence satisfactory to USA Hockey of the adoption by the Affiliate of the foregoing By-Laws, or official policy of Affiliate, shall be required and shall constitute a condition of the granting of affiliation or affiliate status by USA Hockey to the Affiliate.