



## **Player Rights, Rules and Responsibilities**

*(excerpt from 2021-22 Annual Guide)*

### **E. Player Rights, Rules and Responsibilities**

***Prior to any Junior team and player entering into any agreement binding the player to the team, the team shall provide the player and player's parents with a copy of this Section E, Player Rights, Rules and Responsibilities.***

#### **(1) Player Agreements**

##### **(a) Agreement Effective Date**

No agreement for the succeeding season with or regarding any player shall be valid until the date on which recruitment for the coming season is authorized by USA Hockey, Inc., per the terms of the current USA Hockey Annual Guide or the decision of the Junior Council of USA Hockey.

##### **(b) Agreements with Minors**

No agreement with any player under the age of eighteen (18) is valid without parental endorsement and/or written consent.

##### **(c) Excess Tuition Invalidates the Agreement**

No agreement with or regarding any player shall be valid if the tuition provided for therein is in excess of that set forth in the current USA Hockey Annual Guide or the amount approved by the USA Hockey Junior Council for that team's league, and/or the tuition received by that team from the player, or from any source on the player's behalf, is in excess of the approved amount.

##### **(d) Invalidity of Restrictions During Free Agency Period**

During the period of "free agency," any attempt by any team to prevent or restrict any player from trying out for any other team outside the team's own league shall be invalid. In addition, such attempted prevention or restriction, whether oral or in writing, shall subject the offending team to disciplinary action upon establishment of the violation.

##### **(e) Tier III Player Contract Addendum**

All Tier III player contracts shall include the following language in boldface language on the first page of the contract:

**"Attached here to is Addendum USAH, which is an addendum containing terms that must be included on every USA Hockey Tier III Junior player contract. The terms and provisions on Addendum USAH are hereby incorporated into this Contract as if fully stated herein. To the extent any terms of this Contract are in conflict with the terms of Addendum USAH, then the terms of Addendum USAH shall control."**

Addendum USAH shall be in a form approved by the USA Hockey Junior Council at each Winter Meeting for use in the following season, but shall include without limitation provisions addressing the team's compliance with the Player Rights, Rules and Responsibilities; the USA Hockey SafeSport Program; and requirements addressing the promotion of players within Junior Hockey.

**(2) Team Individual Player Scholarships Prohibited**

No team scholarships/financial discounts shall be allowed to any individual player based upon his skill and ability or game performances, without that individual player performing meaningful, productive work in exchange therefore off the ice and away from team competition. (See NCAA Division I Manual, Bylaw Article XII – Amateurism, Section 12.1-General Regulations, Sub Section 12.1.1 - Amateur Status (a)).

**(3) Academic Deferral of Player Movement**

A player, who is a student, may veto the timing of any trade or movement to another team until it is academically advisable, as determined by the player, his family, and his academic advisor from the school that he is currently attending.

**(4) Complete Service of Existing Suspensions Required**

A player who is under a disciplinary suspension by his current league or team, unrelated to the player's departure, may not move to another USA Hockey member team and compete for that team, until such time as the suspension has been fully served.

**(5) Adjustment of Financial Obligations Upon Departure**

**(a) Written Notice**

The party initiating the separation between the team and the player, whether that be the team by trade, drop, etc. or the player by quit, departure, etc., shall give notice to the other, in writing of their decision. The date of the notice shall be considered to be the date of the action, unless delivery has been unreasonably delayed, (beyond three days), by the conduct of the forwarding party. In the event of such unreasonable delay, the date of receipt, minus three days, shall be considered the effective date of the notice.

**(b) Refund of Equipment/Apparel Deposit**

Upon prompt (within ten (10) days written notice of departure) delivery of all team-owned equipment, uniforms, provided apparel, etc., in serviceable condition, ordinary wear and tear excepted, a previously protected player shall be entitled to a full refund of any deposit paid to the team for such purposes. Failure to promptly return the team-owned equipment, uniforms, provided apparel, etc., shall result in the forfeiture by the player of his deposit paid for that purpose.

**(c) Adjustment of Billet Fees**

Upon payment by the player to the billet family for any expenses, (e.g., phone bills, internet charges, repairs or maintenance necessitated by the player's use, damage done by the player during occupancy, etc.), over and above room and board, incurred while the player is residing with the family, and a fair apportionment of the final month's billet fee, the player shall be released from any further obligation to the billet family.

**(d) Adjustment of Tuition**

Any player who fails to satisfy his reasonable financial obligations to their billet family

or the team on whose protected list he currently appears, may be suspended until such time as those financial obligations shall have been fully paid and mutual releases executed. Any player who is being transferred to another USA Hockey member team, dropped by a USA Hockey member team, or leaves a USA Hockey member team, without tampering involved, shall be entitled to a refund applying the following refund schedule of any tuition monies paid in advance for any portion of the season which remains after his departure. The general rule to be applied to determine the reasonable amount of the tuition refund due the player or, in the alternative, the amount of tuition yet due the team shall be as follows:

**1. Player Action (without tampering)**

**a. From Date of Signing to October 31**

From the tuition for the full season, an amount up to 50% thereof shall be refunded (deducting for recruitment and related expenses).

**b. From November 1 to December 31**

From the tuition for the full season, an amount up to 30% thereof shall be refunded.

**c. From January 1 to End of Team's League Season**

From the tuition for the full season, there shall be no refund due.

A player cannot be traded or dropped if the calculation results in a tuition payment due from the player plus any additional obligations owed to the team and/or his billet family.

**2. Player Action (with tampering)**

If the departing player violated the USA Hockey Tampering Policy, the player shall forfeit any refund that may be due or pay any amounts due in addition to a penalty in an additional amount equal to the calculated amount of tuition due.

**3. Team Action**

a. If the separation between the player and the team is initiated by the team's action (e.g. trades, drops, etc.) and the player does not appear on the team's initial protected list, the player must be notified in writing by the team and shall be entitled to a full refund of tuition paid less \$500 for training and other associated expenses borne by the team.

b. If the separation between the player and the team is initiated by the team's action (e.g. trades, drops, etc.) without tampering being involved, the player must be notified in writing by the team and shall be entitled to a refund or reduction in tuition due based on (1) the difference between number of games for which the player was on the roster divided by the total number of games on the team's regular season schedule, (2) multiplied by the amount of tuition paid, (3) less any obligations owed to the team and/or his billet family upon the execution of a mutual release with the team to memorialize the settlement. If the team action is based on disciplinary action in regard to organizational team rules, no refund or reduction shall be due under this paragraph.

**4. Cutoff Deadline – January 1**

Any player movement initiated by the player after January 1 of the playing season shall result in a forfeiture of any refund claim unless the team is able to secure a

paying replacement for the player before the February 10 deadline. Any player dropped, cut, traded or moved to inactive status by a team after January 1 shall be entitled to a full refund of a pro-rata portion of the season's tuition as a condition of the team's action.

5. Player must have all fiscal responsibility satisfied before he can be added to another USA Hockey program. A team must release said player immediately once the player has satisfied the financial responsibility. Any player using the Player Rights, Rules and Responsibilities to separate from a program shall be required to wait 28 days prior to being added to another team roster. A trade can be worked out with another team, or the player can pay a fee of \$1,500, to permit the player to play sooner.

**(e) Mutual Release**

Upon the final adjustment of the pro-rated portions due the respective parties, each shall join in a mutual and reciprocal release in which the dispute, if any, is fully and finally resolved and the parties are respectively released from any and all claims, to date.

**(6) Disputes/Disciplinary Action**

**(a) Disputes Regarding Player Rights, Rules and Responsibilities**

In the event of a dispute between a player and a team or team official related to the Player Rights, Rules and Responsibilities, the player or the team may request by written notice to the other that the dispute be resolved pursuant to a hearing under Bylaw 10.C. conducted by the league in which the team plays. Any determination made at such hearing shall be subject to appeal to the Junior Council per Bylaw 10.E.(1)(f).

**(b) Against the Player**

Following a hearing held by the league in which the team plays, which hearing shall be held in accordance with Bylaw 10.C., and shall be subject to appeal to the Junior Council, a player that fails or refuses to comply with the contents of this policy, in any respect, may be disciplined or suspended from further competition/participation in any and all programs under the jurisdiction of USA Hockey.

**(c) Against the Team/League**

Following a hearing held by the league in which the team plays, which hearing shall be held in accordance with Bylaw 10.C., and shall be subject to appeal to the Junior Council, any team/league that fails or refuses to comply with the contents of this policy, in any respect, may be placed upon probation, suspended, and/or penalized financially.