

This agreement, made and entered into this 17<sup>th</sup> day of December, 2014, by and between USA Hockey Inc., a non-profit District of Columbia corporation with its principal place of business located at 1775 Bob Johnson Drive, Colorado Springs, Colorado 80906 (hereinafter to be referred to as "USA Hockey"), and the Pacific Northwest Amateur Hockey Association, a non-profit corporation (hereinafter to be referred to as "Affiliate"), for and in consideration of the mutual covenants and agreements herein contained.

Whereas, USA Hockey is the national governing body for the sport of amateur ice hockey, pursuant to the Amateur Sports Act of 1978, as amended; and

Whereas, USA Hockey is the duly authorized representative of the International Ice Hockey Federation ("IIHF") with exclusive jurisdiction over the conduct of the play of the sport of amateur ice hockey as sanctioned by the IIHF within the United States of America; and

Whereas, Affiliate and USA Hockey 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, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey and the IIHF;

Now, therefore, intending to be legally bound hereby, USA Hockey and Affiliate hereby mutually covenant and agree as follows:

## I. JURISDICTION

USA Hockey hereby grants to Affiliate, subject to the limitations contained herein and federal law, the exclusive jurisdiction (as an "Affiliate Association" under USA Hockey's Bylaws) to conduct certain of the affairs of USA Hockey, to assist in the governance of the members of USA Hockey, and to regulate the sport of amateur ice hockey within the geographical area of Washington, in each case as follows:

- A. To assess and charge a reasonable team and/or individual fee for members within its jurisdiction, in addition to the regular USA Hockey fee, which fee(s) for the previous season shall be reported in writing to the Executive Director of USA Hockey on or before May 1 of each year.
- B. To operate fund raising programs to support its functions as an Affiliate Association of USA Hockey, including a special charge on paid gate tournaments, games or events sponsored by Affiliate, so long as such fund raising programs do not conflict with USA Hockey's sponsorship or licensing programs of which Affiliate is notified from time to time.
- C. To establish and collect a reasonable "travel permit" fee from members as a condition of certification that the member is eligible to compete outside the jurisdiction of Affiliate, which fee for the previous season shall be reported in writing to the Executive Director of USA Hockey on or before May 1 of each year.
- D. To establish and adopt, subject to the prior written approval of the appropriate Council of USA Hockey, reasonable regulations governing eligibility of members for playoff competition leading to national tournaments of USA Hockey including the establishment and collection of reasonable fees for such playoffs, such fees to be submitted for review at or before USA Hockey's Annual Congress and such regulations to be submitted within 30 days thereafter.
- E. 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 an Affiliate Association of USA Hockey.

USA Hockey hereby agrees that it will accept and recognize only those individuals, teams, leagues and associations within Affiliate's jurisdiction which hold and continue membership in good standing with Affiliate. Further, USA Hockey, in accord with the exclusive jurisdiction herein granted, agrees to cooperate with and assist Affiliate in the administration of the play of the sport of amateur ice hockey within Affiliate's jurisdiction, when such cooperation and assistance is deemed necessary and/or advisable by Affiliate and USA Hockey. USA Hockey hereby agrees to assign Affiliate to one of its districts and Affiliate is hereby entitled to participate with any other Affiliate Associations within its District with respect to the affairs of the District pursuant to the Bylaws and Rules and Regulations of USA Hockey.

This Agreement establishes certain obligations of and grants certain rights to Affiliate as an "Affiliate Association" of USA Hockey. USA Hockey acknowledges that 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. BYLAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY AFFILIATE

The Affiliate, in consideration of the grant of exclusive jurisdiction, hereby agrees to adopt as official policy and/or bylaws of its organization, the following:

### A. Bylaw #1 – USA Hockey Preeminence

The Pacific Northwest Amateur Hockey Association, an Affiliate Association of USA Hockey, Inc., shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Pacific Northwest Amateur Hockey Association. Further, the Pacific Northwest Amateur Hockey Association (i) shall assist USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey:

(1) 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.

(2) Respect for the Individual

Treat all others as you expect to be treated.

(3) Integrity

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

(4) 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.

(5) Enjoyment

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

(6) Loyalty

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

(7) 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. Bylaw #2 – Indemnity

The Pacific Northwest Amateur Hockey Association, an Affiliate Association of USA Hockey, Inc., 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, the councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of Pacific Northwest Amateur Hockey Association, except to the extent (i) that USA Hockey or its aforementioned 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, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey. Further, the Pacific Northwest Amateur Hockey Association understands and

acknowledges that USA Hockey and its aforescribed 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 bylaw.

USA Hockey shall reasonably cooperate with Affiliate 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 USA Hockey to incur any out of pocket expense not reimbursed by Affiliate.

### III. ADDITIONAL PRINCIPLES WHICH MUST BE CONTAINED IN AFFILIATE'S BYLAWS OR OFFICIAL POLICY

Affiliate hereby understands and agrees that the organization, structure, policy, bylaws and/or operation of Affiliate shall reflect, and shall not violate, the following principles:

#### A. Membership

All Registered Participant Members of Affiliate, as a condition of membership in good standing with Affiliate, shall also be required to be Registered Participant Members in good standing with USA Hockey.

#### B. Government

The government and authority of Affiliate shall be vested in a Board of Directors composed of at least three representatives, as determined by 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 Affiliate, selected by the Registered Participant Members 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.

#### C. Voting

Each Registered Participant Member of Affiliate shall be entitled to one vote in the process adopted by Affiliate for the election of its Board of Directors. The process adopted by Affiliate for the election of its Board of Directors shall be based upon the premise that each Registered Participant Member of Affiliate shall be entitled to one vote. The manner of any voting by proxy, shall be stated in writing and shall be subject to the approval of the Executive Committee of USA Hockey.

#### D. Annual Meetings

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

#### E. Financial Reports, Dues and Assessments

Affiliate shall provide to the Executive Director of USA Hockey an annual financial report of operations, and all dues and assessments by Affiliate shall be reasonable in relation to the programs it offers to its members.

#### F. Publication of Constitution and Bylaws

Affiliate shall annually distribute to its members, copies of its constitution, bylaws and other governing documents, and all amendments thereto. Copies shall also be available upon request.

#### G. Equal Opportunity/Automatic Suspension of Athletes Without a Hearing

Affiliate 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. 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 individual ineligible to participate.

#### H. Insurance

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

#### I. 501 (c) (3) Status

Affiliate shall 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 Affiliate deem it advisable for Affiliate to be included in a group exemption letter.

#### J. Abuse

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

#### K. Adoption

Affiliate shall adopt, as amendments to its bylaws and as official policy, the foregoing principles set forth in 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 affiliate status contained herein for Affiliate to deliver written proof of such adoption to USA Hockey at its principal office within 210 days of the date of this Agreement. If Affiliate does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in USA Hockey.

### IV. TERM

The term this Agreement, shall be for one (1) year, from September 1, 2014, to August 31, 2015 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 Affiliate shall breach any of the terms and conditions of this Agreement, or any of the Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey (which provisions are incorporated herein by this reference as though fully set forth herein), then USA Hockey shall have the right to impose sanctions pursuant to Bylaw 10 of USA Hockey's Bylaws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate.

In the event that USA Hockey shall breach any of the terms and conditions of this Agreement, then 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 purposes of consistent administration of this Agreement, the following shall govern and control the relationship between USA Hockey and 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 USA Hockey and Affiliate as provided for in this Agreement:

(1) USA Hockey

Executive Director  
USA Hockey, Inc.  
1775 Bob Johnson Drive  
Colorado Springs, CO 80906-4090

(2) Affiliate

President  
PNAHA  
14326 124<sup>th</sup> Ave NE  
Kirkland, Wa 98032

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 Colorado.

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 17<sup>th</sup> day of December, 2014.

USA HOCKEY, INC.

By   
Its Executive Director  
Dave Ogrea 12 / 17 / 14  
Printed Name Date

PACIFIC NORTHWEST AMATEUR HOCKEY ASSOCIATION

By   
Its President  
D. Gordon Brown 12 / 1 / 2014  
Printed Name Date