

AFFILIATE AGREEMENT
COLORADO AMATEUR HOCKEY ASSOCIATION

This Agreement, made and entered into this 22 day of August (Month), 2016 (Year) by and between Colorado Amateur Hockey Association, Inc., a Colorado non-profit Corporation with its principal place of business located in, Colorado Springs, CO (hereinafter referred to as CAHA) and the

VAIL MOUNTAINEER HOCKEY CLUB

(Name of Association)

PO Box 2591, EDWARDS, CO 81632

↓
(Address)

(Town and Zip Code)

a Corporation, (or business entity – partnership etc) with its principal place of business located in the city of

Vail, Colorado

(Name of City)

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

Whereas, CAHA is the duly delegated state Affiliate in the State of Colorado for USA Hockey, Inc. which is the National Governing Body for the sport of amateur ice hockey in the United States, as duly authorized by the United States Olympic Committee, (USOC), and the Ted Stevens Amateur Sports Act; and further USA Hockey, Inc., is a duly authorized representative of the International Ice Hockey Federation (IIHF);

Whereas, Affiliate and CAHA 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, Rules and Regulations, Playing Rules and decisions of the Board of Directors of CAHA;

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

I. JURISDICTION

CAHA hereby grants to Affiliate, subject to the limitations contained herein and federal law, the exclusive jurisdiction (as an "Affiliate Association" under CAHA's By-Laws) to conduct certain of the affairs of CAHA, to assist in the governance of the members of CAHA, and to regulate the sport of amateur ice hockey within the geographical area of the state of Colorado.

Further, CAHA hereby authorizes the Affiliate to do the following:

- A. To assess and charge a reasonable membership fee for members within its jurisdiction, in addition to the regular CAHA and USA Hockey fees;
- B. To operate fund-raising programs to support its functions as an Affiliate Association of CAHA, including special charge on paid gate tournaments, games or events sponsored by the Affiliate;
- 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 an Affiliate Association of CAHA.

CAHA hereby agrees that it will accept and recognize only those individuals and teams which hold and continue membership in good standing with Affiliate. Further, CAHA agrees to cooperate with and assist

Affiliate in the administration of the play of the sport of amateur ice hockey when such cooperation and assistance is deemed necessary and/or advisable by Affiliate and CAHA.

This Agreement establishes certain obligations of and grants certain rights to Affiliate as an "Affiliate Association" of CAHA. CAHA 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. BY-LAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY AFFILIATE

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. CAHA Preeminence. The Affiliate, an Affiliate Association of CAHA, shall abide by and act in accord with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of CAHA, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Affiliate. Further, Affiliate (i) shall assist CAHA 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 CAHA, 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 CAHA:

- (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. Indemnity The Affiliate, an Affiliate Association of CAHA, shall indemnify and hold harmless CAHA, the Board of Directors of CAHA and each member thereof, the Executive Committee of CAHA, and each member thereof, councils and committees of CAHA and each member thereof, and all other elected, appointed, employed or volunteer representatives of CAHA from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of Affiliate, except to the extent (i) that CAHA or its aforescribed 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 CAHA. Further, the Affiliate understands and acknowledges that CAHA 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 provision.

CAHA 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 CAHA to incur any out of pocket expense not reimbursed by Affiliate.

III. ADDITIONAL PRINCIPLES WHICH MUST BE CONTAINED IN AFFILIATE'S BY-LAWS OR OFFICIAL POLICY

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

A. Team Membership All teams of Affiliate shall register with CAHA.

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 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.

C. Voting Each member of Affiliate shall be entitled to one vote in the process adopted by Affiliate for the election of its Board of Directors. The governing documents of the Affiliate shall clearly define membership in the Affiliate. Voting for the members of the Board of Directors shall be a democratic process wherein each member is entitled to one vote. In the absence of other criteria, each family that participates in the activities that are provided under the jurisdiction of the Affiliate shall be deemed to be a member and 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 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 its membership an annual financial report of operations. All dues and assessments by Affiliate shall be reasonable in relation to the programs it offers to its members.

F. Publication of Constitution and By-Laws 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 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.

H. Grievance Resolution 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.

I. Conflict of Interest Policy The conflict of interest policy defined in the USA Hockey Annual Guide is intended to help directors, officers, and certain other persons identify situations that present possible conflicts of interest and to provide a procedure whereby such potential conflicts may be reviewed by an appropriate party when necessary. Affiliate shall adopt USA Hockey conflict of interest policy and Board Members shall provide, in writing, acknowledgement of conflict of interest policy.

J. Whistleblower Policy A whistleblower as defined as a member, volunteer, committee member, or board member of an Affiliate who reports an activity that he or she considers to be illegal or dishonest to one or more other parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Affiliate shall adopt whistleblower policy and document the policy within appropriate affiliate bylaws and or policies.

K. Insurance 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 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. Affiliate retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name CAHA as an additional insured thereof. By purchasing and maintaining the aforementioned general liability insurance policy, CAHA does not assume, and indeed disclaims, any liability for any actions or omissions of Affiliate. 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 CAHA as an additional insured thereunder.

I. Affiliate Organization A recommendation of CAHA is that its Affiliate organizations be organized as a non-profit corporation, and if its members do elect to be organized as a non-profit corporation then 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. CAHA further recognizes for profit ice hockey organizations as members, conditioned on their full compliance with all other terms and conditions of this agreement.

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

N. Adoption Affiliate shall adopt, as amendments to its By-Laws or 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, upon request, written proof of such adoption to CAHA. If Affiliate does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in CAHA.

IV. TERM

The term of this Agreement shall be for one (1) year, from September 1 to August 31 and automatically renewed thereafter, unless (i) amended, 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 By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of CAHA (which provisions are incorporated herein by this reference as though fully set forth herein), then CAHA shall have the right to impose sanctions pursuant to CAHA's By-Laws and Policies and Procedures and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate. In the event that CAHA 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 CAHA 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 CAHA and Affiliate as provided for in this Agreement:

1. Colorado Amateur Hockey, 7010 Hazelwood Lane, CO 80919
2. Affiliate

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 22 day of August (Month), 2016 (Year).

CAHA

By: _____
Signature CAHA President or Officer

Its: _____
Title of CAHA Officer

(Printed Name)

Date: _____

AFFILIATE

By: K Scheidegger
Signature League, Association, Team Officer

Its: VMHL ADMINISTRATIVE ASST.
Title of League, Association, Team Officer

KRISTI SCHEIDEGGER
(Printed Name)

Date: 8/22/2016

Created 05/15/2014 Adopted 06/23/2011