

## ADULT AFFILIATE AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Minnesota Hockey, Inc., a Minnesota non-profit Corporation with its principal place of business located in, St Paul, MN (hereinafter referred to as MH) and the

\_\_\_\_\_  
(Name of Affiliate)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Town and Zip Code)

a \_\_\_\_\_ with its principal place of business located in the city of \_\_\_\_\_  
(type of legal entity) (Name of City)

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

Whereas, MH is the state Affiliate of USA Hockey, Inc. which 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 ice hockey as sanctioned by the IIHF within the United States of America, as sanctioned above, in the State of Minnesota; and

Whereas, Affiliate and MH 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 MH;

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

### I. JURISDICTION

1.1 MH hereby grants to Affiliate, subject to the limitations contained herein and federal law, the jurisdiction (as an "Affiliate Association" under MH's By-Laws) to conduct certain of the affairs of MH in connection with amateur hockey within the State of Minnesota. The Affiliate's participants shall all be registered members of USA Hockey and MH and shall all be 18 years of age or older by December 31 of the current season.

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

- A. To assess and charge a fee to its participants in addition to the \$1.00 MH fee and the standard USA Hockey fees;
- B. To operate fund-raising programs to support its functions as an affiliate association of MH, including special charge on paid gate tournaments, games or events sponsored by the Affiliate;
- C. To participate in all grant opportunities afforded to other MH participants and affiliates including but not limited to Minnesota Hockey Grow the Game Grant programs;
- D. To appoint a Supervisor of Officials for the league; and
- 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 MH.

1.2 MH hereby agrees that it will accept and recognize only those individuals and teams within Affiliate's jurisdiction which hold and continue membership in good standing with Affiliate. Further, MH, in accord with the 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 MH.

1.3 This Agreement establishes certain obligations of and grants certain rights to Affiliate as an "Affiliate Association" of MH. MH 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**

2.1 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. MH Preeminence**

The Affiliate, an affiliate association of MH, shall abide by and act in accord with the Articles of Incorporation, By-Laws, Adult Rules and Regulations, Rules and decisions of the Board of Directors of MH, and such documents and decisions shall take precedence over and supersede all contradictory governing documents and/or decisions of the Affiliate. Further, Affiliate (i) shall assist MH 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 MH, within and upon its participants and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey and MH:

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.

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.

### **B. Indemnity**

The Affiliate, an affiliate association of MH, shall indemnify and hold harmless MH, the Board of Directors of MH and each member thereof, the Executive Committee of MH, and each member thereof, councils and committees of MH and each member thereof, and all other elected, appointed, employed or volunteer representatives of MH 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 MH 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, Bylaws, or Rules or decisions of the Board of Directors of MH. Further, the Affiliate understands and acknowledges that MH 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.

2.2 MH 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 MH 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. Membership**

All participants of Affiliate shall register with MH.

## **B. Government**

The government and authority of Affiliate shall be vested in one or more individuals who are an officer of Affiliate or a Board of Directors as the case may be so that the Affiliate has in place one or more persons who are authorized to act on behalf of the Affiliate to carry out the intent and requirements of this Agreement.

## **C. Affiliate Rules**

The Affiliate shall provide to its participants the rules it adopts which govern participation in the Affiliate's leagues upon request by any participant.

## **D. 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.

## **E. Grievance Resolution**

Affiliate shall provide for the prompt and equitable resolution of grievances of its participants, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official when such individual has been declared ineligible to participate.

## **F. 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. By purchasing and maintaining the aforementioned general liability insurance policy, MH does not assume, and indeed disclaims, any liability for any actions or omissions of Affiliate.

## **IV. TERM**

The term of this Agreement shall be for one (1) year, from September 1, \_\_\_\_\_ to August 31, \_\_\_\_\_ and renewed annually thereafter, unless (i) either party shall notify the other of an intention to terminate the relationship herein created no less than one hundred eighty (180) 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 By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of MH (which provisions are incorporated herein by this reference as though fully set forth herein), then MH shall have the right to impose sanctions pursuant to By-Law Article 6 of MH's By-Laws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate.

In the event that MH 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 MH 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 MH and Affiliate as provided for in this Agreement:

1. Minnesota Hockey

317 Washington Street  
St Paul, MN 55102

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 Minnesota.

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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Month) (Year)

**MH**

**AFFILIATE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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