

POTOMAC VALLEY AMATEUR HOCKEY ASSOCIATION, INC.

BYLAWS

Amended and Adopted August 1, 2022

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1.0 NAME and ADDRESS of CORPORATION

The name of this corporation is the Potomac Valley Amateur Hockey Association, Inc. (a Maryland Non-Profit Corporation), hereinafter called “PVAHA.”

The principal office address of the organization must be in either Maryland, Virginia or the District of Columbia. Unless otherwise designated by the Board of Directors and listed on the organization webpage (www.pvaha.org), the principal office of this organization shall be:

Premier Business Solutions, LLC
101 E. Chesapeake Avenue
Suite 201
Towson, Maryland 21286

2.0 NON-PROFIT/CHARITABLE STATUS

PVAHA shall have no capital stock and there shall be no pecuniary gain or profit to its members. The Corporation is organized solely as a non-profit for charitable purposes as that term is defined under Section 501(c)(3) of the Internal Revenue Code and the laws of the State of Maryland. No part of any net earnings of the Corporation shall inure to the benefit of any registered member, director or officer of the Corporation, except that the Corporation shall be authorized to reimburse Directors and Officers for reasonable expenses incurred in PVAHA business and empowered to pay reasonable compensation for services rendered by an Executive Director should the Board of Directors of the Corporation elect to retain the services of an Executive Director.

3.0 PURPOSE

The Purpose of PVAHA, in addition to any purposes set forth in the Articles of Incorporation of the organization, is as follows:

- 3.1 To encourage, foster and promote the development and growth of the sport of amateur ice hockey within the Maryland, Virginia and the District of Columbia.
- 3.2 To conduct certain 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 Maryland, Virginia and the District of Columbia.
- 3.3 To encourage and develop the mental knowledge, skills, and ability of all participants with respect to the sport of amateur ice hockey.
- 3.4 To promote the Core Values of USA Hockey within the Affiliate:
 - 3.4.1 **Sportsmanship** — Foremost of all values is to learn a sense of fair play. Be humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.
 - 3.4.2 **Respect for the Individual** — Treat all others as you expect to be treated.
 - 3.4.3 **Integrity** — We seek to foster honesty and fair play beyond mere strict interpretations of the rules and regulations of the game.

- 3.4.4 **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.
- 3.4.5 **Enjoyment** — It is important for the ice hockey experience to be fun, satisfying and rewarding for all participants.
- 3.4.6 **Loyalty** — We aspire to teach loyalty to the ideals and fellow members of the sport of ice hockey.
- 3.4.7 **Teamwork** — We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the ice hockey experience.
- 3.5 To conduct and supervise ice hockey tournaments and to select representative registered teams to participate in USA Hockey District and National Tournaments.
- 3.6 To select players qualified for USA Hockey Development Camps.
- 3.7 To do any and all acts desirable and in furtherance of the foregoing purposes and for the purpose of assisting and engaging in all activities which serve educational purposes, which are permitted by the Maryland General Corporation Law, and which are permitted to be carried on by an organization exempt from Federal taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations issued pursuant thereto, as amended, or by an organization to which contributions made are deductible under Section 170(c)(2) of the Code and the Regulations.

4.0 JURISDICTION

PVAHA shall have full and final jurisdiction over all USA Hockey related activities taking place within the geographical boundaries of the Affiliate as set forth in the Affiliate Agreement (Addendum A) executed by PVAHA and USA Hockey, and of the ice hockey and related activities of those organizations and members belonging to PVAHA.

5.0 USA HOCKEY PREEMINENCE

- 5.1 PVAHA shall abide by and act in accordance with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules, and decisions of the Board of Directors of USA Hockey and Congress, and such documents and decisions shall take precedence over and supersede all similar governing documents and decisions of PVAHA. Further, PVAHA, (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 and Congress, within and upon its members and/or within its jurisdiction, and (ii) agrees to be guided by the core values of USA Hockey as set forth in the Affiliate Agreement signed by PVAHA and USA Hockey.
- 5.2 Nothing contained herein, however, shall be construed to delegate the duties or responsibilities of PVAHA's Directors or Officers to USA Hockey, its officers, directors, agents or employees, nor shall this provision be construed to prevent PVAHA from implementing rules, policies and procedures which may be more stringent than those of USA Hockey providing such rules, policies or procedures do not conflict with those of USA Hockey.

6.0 INDEMNIFICATION

- 6.1 PVAHA, an Affiliate Association of USA Hockey, shall indemnify and hold harmless USA Hockey, the Board of Directors and Congress 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 PVAHA, except to the extent (i) that USA Hockey or its 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 and Congress of USA Hockey. Furthermore, PVAHA understands and acknowledges that USA Hockey and its Representatives have assumed each assignment, function, office or capacity upon the express understanding, agreement, and condition that they may be so indemnified and held harmless to the extent described by these Bylaws.
- 6.2 USA Hockey shall reasonably cooperate with PVAHA 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 PVAHA.

7.0 PVAHA PREMINENCE

Each Registered Team and/or Association Member of PVAHA shall adopt bylaws, or other operating procedures not inconsistent with these Bylaws and the Rules of PVAHA. In the event of conflict with the charter, bylaws, or other operating procedures of any Registered Team or Association Member, these Bylaws and the Rules of PVAHA shall take precedence over and shall govern all PVAHA's Registered Players, Registered Teams and Association Members.

8.0 MEMBERSHIP

- 8.1 In addition to duly elected and appointed officers and members of the Board of Directors, the membership of PVAHA shall be comprised of the following:
 - A. Organized leagues which comply with all USA Hockey Rules, Regulations, Policies and Guidelines, hereby referred to as Organized USA Hockey Leagues, operating within PVAHA and Officers and Board Members of such leagues;
 - B. Current Member Associations registering teams with PVAHA and USA Hockey as of the date of adoption of these Bylaws;
 - C. Teams playing in organized USA Hockey leagues operating within PVAHA;
 - D. USA Hockey registered Independent teams not playing in any affiliated league;
 - E. Registered coaches, players, officials and volunteers of registered teams and associations;
 - F. USA Hockey Officials (Directors, Officers and Referees); and/or,
 - G. Any PVAHA Officer, Director or appointed Committee Member.

- 8.2 Membership in PVAHA shall be subject to suspension or forfeiture in the event of a failure to comply with any of the requirements of the Bylaws, Rules, Policies or decisions of PVAHA and USA Hockey. The Board of Directors of PVAHA also reserves the right to refuse any membership of any team or association at the discretion of the Board.
- 8.3 All players, teams, associations, leagues, groups, individual or other organizations affiliated or registered with PVAHA shall by their affiliation or registration, be deemed to have indicated their willingness to comply with the Bylaw, Rules and Regulations and Policies of PVAHA and USA Hockey, and shall be subject to those Rules, Regulations and Policies
- 8.4 All players, teams, associations, leagues, groups, and individuals or other organizations suspended by USA Hockey shall be automatically suspended by PVAHA and shall remain suspended unless and until such suspension is lifted by USA Hockey.
- 8.5 All Registered Participant Members of the PVAHA, as a condition of membership in good standing with PVAHA, shall also be required to be a Registered Participant Member in good standing with USA Hockey.

9.0 ASSOCIATION MEMBERS

- 9.1 Any active amateur organization, which is properly registered and in good standing with both USA Hockey and PVAHA may be eligible to become an Association Member within PVAHA if it meets the requirements set forth herein.
- 9.2 The purpose of Association Member status within PVAHA is to allow Registered Participant Members to be represented within PVAHA by an authorized representative of their organization, and to allow Registered Members and Registered Teams the right to participate in USA Hockey and/or PVAHA sanctioned events in accordance with established PVAHA Rules and Regulations.
- 9.3 Association Member shall be one that has been duly organized as a nonprofit or for-profit corporation, a limited liability company, a sole proprietorship, a partnership or any entity within PVAHA.
- 9.4 An organization not registered within PVAHA as of the date of adoption of these Bylaws seeking Association Member status within PVAHA shall submit the New Association application form available on the PVAHA webpage (www.pvaha.org) which shall include, as a minimum, the following information:
 - A. Name of the Association
 - B. Location
 - C. Names, addresses, email address and phone numbers of principal officers
 - D. Proposed number and level of teams
 - E. Ice rinks that will be utilized by the organization and certify that the organization has sufficient ice to operate.

- 9.5 The New Association Member application shall also be accompanied by the following information:
- 9.5.1 All prescribed fees (if any);
 - 9.5.2 A signed PVAHA Affiliate Agreement confirming compliance with all provisions of the Articles, Bylaws and Rules and Regulations of both USA Hockey and PVAHA;
 - 9.5.3 A statement of the geographical area where the organization anticipates fielding players;
 - 9.5.4 The applicant's plans to expand player membership within the geographical area the applicant seeks to serve.
- 9.6 At a minimum, each Association Member's governing documents and/or operating procedures, shall:
- 9.6.1 Include Article 5.0 USA Hockey Preeminence, Article 6.0 Indemnification, and Article 7.0 PVAHA Preeminence as stated in these Bylaws.
 - 9.6.2 Implement a dispute resolution process compatible with PVAHA and the USA Hockey Bylaw 10 requirements.
 - 9.6.3 Contain a Screening and Abuse Policy and other such policies which complies with USA Hockey SafeSport requirements.
 - 9.6.4 Provide each constituent Registered Member reasonable information relating to fees charged for participation in the Association in which they are participating.
- 9.7 Any organization granted Association Member status within PVAHA shall be deemed a Provisional Association Member in good standing and shall be entitled to exercise all rights and privileges as that status may accord for the initial two (2) years following approval of the Association Member by the Affiliate Board of Directors. A Provisional Association Member must submit an application for Full Association Member status by December 31st of the second year of Provisional status of the Association. Upon consideration for Full Association Member status the Board of Directors of PVAHA may a) grant the Association Full Association Member status, b) deny the application for Full Association Member status or c) continue the applicant on Provisional Association Member status for a designated period of time with guidance on specific areas of deficiency that the organization must improve.
- 9.8 All players, coaches, team managers and volunteers belonging to an Association Member must be registered with USA Hockey and claimed by the PVAHA organization.
- 9.9 The PVAHA Board of Directors shall have the right and discretion to refuse membership in PVAHA to any players, teams, leagues, groups, individuals or other organizations within the criterion established by USA Hockey. The PVAHA Board of Directors may decline Association Member status to an organization if the PVAHA Board concludes that the geographical area that the new organization seeks to utilize for players is already adequately serviced by other PVAHA Association Members, and there is no need for additional Associations Members within that geographical area.

10.0 VOTING RIGHTS

In any election for the Affiliate Board of Directors or for the position of Southeastern District Representative, the voting rights of Registered Participant Members of each Association (players, coaches and volunteers) shall be exercised by the President/Executive Officer or Registrar of the member's local Member Association program. The number of votes to be cast by any Association Member program will be based on the number of Registered Participant Members of each Association as of March 1 of each calendar year, as provided by the USA Hockey Associate Registrar(s).

11.0 FEES, DUES and FINES

- 11.1 The PVAHA Board of Directors shall establish dues and such other fees to be paid by each Registered Participant Member. Such dues and fees shall be posted on the Affiliate Web page (www.pvaha.org).
- 11.2 In addition to any such Registered Participant Member dues or fees, the Board of Directors may establish fees for Association Members and registered Member Teams within PVAHA.
- 11.3 The PVAHA Board of Directors may establish fines for violations of PVAHA and USA Hockey Rules and Policies.
- 11.4 Failure to pay fees, dues, or fines as prescribed or any dues and fees prescribed by USA Hockey shall cause the loss of good standing of the Association Member, or Registered Participant Member and may result in suspension or expulsion from PVAHA and USA Hockey.

12.0 BOARD OF DIRECTORS

- 12.1 The affairs of PVAHA shall be governed and managed by a Board of twelve (12) Directors elected by the Registered Participant Members. In elections for the Affiliate Board of Directors the candidate(s) with the highest number of votes will be certified as the winner(s). Registered Participant Member votes shall be cast by the Member Association claiming the Registered Member.
- 12.2 The number of Directors may be increased/decreased by two-thirds (2/3) majority vote of the Board of Directors.
- 12.3 Any person interested in serving as a PVAHA Director shall be eligible for election provided they are in good standing with both USA Hockey and PVAHA. All Directors of PVAHA, and any individual seeking to serve as a PVAHA director, must reside in either Maryland, Virginia or the District of Columbia.
- 12.4 USA Hockey Representatives, Registrars/Associate Registrars, Coach in Chief/Associate Coaches in Chief, Referee in Chief and each State Supervisor of Officials residing in the Affiliate shall be ex-officio non-voting members of the Board of Directors until such time as they are replaced.
- 12.5 Past Presidents of PVAHA may serve as ex-officio non-voting members of the Affiliate Board of Directors.

- 12.6 From time to time the Board of Directors may add or appoint additional non-voting Allied Members to the Board of Directors.
- 12.7 Each Director shall be elected for a term of three years. The term of service of an elected Director shall begin immediately following the USA Hockey Annual Congress of the year the Director is elected. Nothing contained herein shall prohibit a Director from serving consecutive terms of office. Terms of the Directors shall be staggered. A Director then in office shall remain in office until such time as his or her successor is elected. If a Director resigns or is otherwise unable to complete his or her term the Board of Directors may appoint a replacement. The replacement Director shall remain in office for the unexpired term of the Director who resigns.
- 12.8 Each Director shall be entitled to one (1) vote. In the event of a tie vote, the PVAHA President shall cast the tie breaking vote; provided, however, that he or she may not cast a vote both as President and as a Director on any matter coming before the Board.

13.0 METHOD OF ELECTION OF PVAHA DIRECTORS

- 13.1 Nominations for PVAHA Directors shall open by March 1 of the current season and close by March 31st, unless the Board of Directors establishes a different day to close nominations for the Affiliate Board of Directors. In no case shall the nomination period be fewer than 21 days from the date nominations are opened. The USA Hockey Associate Registrar shall send each local Association Member notification by mail, email or other electronic means authorized by the Board of Directors that the nominations for the Affiliate Board of Directors is now open. The Board of Directors will also announce on the Affiliate webpage (www.pvaha.org) that the period for nominations for the Affiliate Board of Directors is now open.
- 13.2 Any Registered Member or officer of a local Association Member may nominate himself/herself or any other person for the position of Affiliate Director. All nominations must be in writing either postal or email and must also include a brief resume of the candidate.
- 13.3 All individuals nominated for the Affiliate Board of Directors must have their primary residential address in Maryland, Virginia or the District of Columbia.
- 13.4 The Affiliate Secretary or USA Hockey Associate Registrar, as designated by the Board of Directors, shall confirm the residency and interest in being nominated by any candidate nominated. A candidate may decline to have his/her name placed on any ballot.
- 13.5 A list of candidates for the PVAHA Board of Directors shall be sent to each Association Member by mail, email or other electronic means authorized by the Board of Directors. As set forth in PVAHA Bylaw 10.0 the voting rights of a Registered Participant Member (players, coached and volunteers) shall be exercised by the President/Executive Officer or Registrar of the Registered Participant Member's local Association Member program. The number of votes to be cast by any Association Member program will be based on the Registered Participant Members of each Association as of March 1 of each calendar year, as provided by the USA Hockey Associate Registrar(s). Ballots may be cast by mail, email or such other electronic method authorized by the PVAHA Board of Directors.

- 13.6 Ballots for election for the Affiliate Board of Directors shall be distributed to local Association Members by April 15 with ballots received/postmarked by May 15 of the current year. The Affiliate Board of Directors may designate a different period of time for distribution and receipt of ballots, but in no event shall the election period be fewer than 21 days from the start date of the election. All elections of the Affiliate Board of Directors must be concluded before the USA Hockey Annual Congress of that year. At the start of the election period the Affiliate Board of Directors will announce the candidates running for election to the Affiliate Board on the Affiliate webpage (www.pvaha.org), and specify the close date of the election period.
- 13.7 Tabulation of ballots shall be conducted by a USA Hockey Associate Registrar or another reasonably disinterested person as designated by the Board of Directors. The Associate Registrar or other reasonably disinterested person tabulating the ballots shall have sole discretion to determine whether any ballot cast complies with PVAHA Bylaws and Rules. If it is determined that a specific ballot does not comply with PVAHA Bylaws or Rules that ballot will not be counted.
- 13.8 The term of service for any individual elected to the Affiliate Board of Directors will start immediately after the conclusion of the USA Hockey Annual Congress for that year.
- 13.9 The result of any election to the Affiliate Board of Directors shall be posted on the Affiliate webpage (www.pvaha.org). The specific vote totals and the vote of any Association Member shall not be made public.

14.0 DUTIES OF THE PVAHA BOARD OF DIRECTORS

- 14.1 Without restricting or limiting the duties imposed by the laws of the State of Maryland, by the PVAHA Articles of Incorporation, and governing documents of USA Hockey, the duties of the Board of Directors shall include, but are not limited to, the following:
 - A. Elect the officers of PVAHA,
 - B. Review, approve, remove or revise the Association Member status of local Associations within PVAHA,
 - C. Adopt, amend, revise or repeal the Bylaws, Rules and Regulations and Policies of PVAHA,
 - D. To hear and rule on disciplinary matters, disputes and appeals before PVAHA,
 - E. Affirm, remove, increase or reduce suspensions in accordance with the Bylaws and Rules and Regulations of PVAHA and USA Hockey,
 - F. Enforce the Constitution, Bylaws, Regulations and Policies of PVAHA and USA Hockey,
 - G. Remove from office for cause any Officer by a vote of two-thirds (2/3) of more of the Directors,
 - H. Fill the vacancy of any office caused by any reason,
 - I. Replace a Director if the Director resigns. The replacement Director shall remain in office for the unexpired term of the Director who resigns,
 - J. Appoint the members of Standing and Ad Hoc Committees,
 - K. Establish and collect fees, dues, and fines,
 - L. Ratify any temporary ruling by the President, Officers or Standing Committee(s) acting on the authority of the Board of Directors,

- M. Call special meetings,
 - N. Have access to all PVAHA financial records, and review all PVAHA expenditures and collections,
 - O. Any other such powers granted by the Maryland Corporation Code, these Bylaws, the Bylaws of USA Hockey or the Affiliate Agreement.
- 14.2 Any PVAHA Director who fails to attend three (3) or more consecutive meetings may be removed by an affirmative vote of two-thirds (2/3) or more Directors present at a duly held Directors' meeting; provided, that the removal is placed on the meeting agenda prior to the meeting and the Director to be removed is given written notice of the proposed action no less than seventy two (72) hours prior to the meeting. The PVAHA Board may replace the removed Director with another individual by a majority vote of the remaining directors at a duly held Directors' Meeting. The replacement director shall remain in office for the unexpired term of the Director who was removed.

15.0 OFFICERS

- 15.1 The Officers of PVAHA are the President, Vice President/Chair of the Discipline, Dispute Resolution & Appeals Committee, Secretary and Treasurer shall be elected by a majority vote of the voting member at a meeting of the Board of Directors for the following offices, as a minimum:
- President
 - Vice President/Chair of the Discipline, Dispute Resolution & Appeals Committee
 - Secretary
 - Treasurer
- 15.2 The Officers of PVAHA shall be elected or appointed by vote of the Board of Directors at the first meeting of the PVAHA Board of Directors following the USA Hockey Annual Congress.
- 15.3 The President, Vice President and Secretary shall be elected from the Board of Directors. The Board may elect a Treasurer or appoint a non-Board member as Treasurer.
- 15.4 The Board of Directors may elect or appoint such other officers, including one (1) or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable. Such officers shall have the authority and shall perform the duties prescribed from time to time by the Board of Directors.
- 15.5 The Board of Directors may also appoint a paid administrator who shall be responsible for assisting the Board of Directors, the Officers and any Standing Committees in performing all of the various administrative tasks required to fulfill their obligations and duties on behalf of PVAHA. The amount and types of reimbursement for such administrator shall be determined by the Board of Directors. Any such administrator shall not be a member of the PVAHA Board of Directors, an Officer of PVAHA or an officer or board member of any other hockey association within the Affiliate.

- 15.6 The President shall be elected for a term of two (2) years. He/she shall act as Chair of the Board of Directors but shall have no vote except in the event of a tie vote by the Directors, in which case he/she shall cast the tie breaking vote. All other Officers shall serve a term of one (1) year. Nothing contained herein shall prohibit an Officer from being re-elected for consecutive terms. Of the offices established above, no person may hold two (2) offices at the same time.
- 15.7 Any Officer who is unable or unwilling to complete his/her full term of service for which the officer was elected or appointed, shall be replaced by a majority vote of the Board of Directors.
- 15.8 Any Officer or agent, elected or appointed by the Board of Directors, may be removed from office by a vote of two-thirds (2/3) or more of the Board of Directors entitled to vote on the issue, whenever, in the Board's judgment, the best interest of PVAHA would be served thereby, but such removal shall be without prejudice to subsequent re-election or appointment.
- 15.9 The following order of succession shall apply in the event the President is unable or unwilling to perform his/her duties during a meeting:
 - Vice President
 - Secretary

16.0 DUTIES OF OFFICERS OF PVAHA

- 16.1 **President** — The President shall be the principal standing officer of PVAHA and shall, in general, supervise and control all of the business and affairs of PVAHA. The President shall have, but is not limited to, the following powers and duties:
 - 16.1.1 Presiding at all meetings of the Board of Directors at which he/she is present.
 - 16.1.2 The power to call special meetings of PVAHA, at his/her discretion.
 - 16.1.3 The power to determine questions arising from emergencies not provided for in the Bylaws or Rules and Regulations of PVAHA until such time as they may be acted upon by the appropriate PVAHA standing Committee or the PVAHA Board of Directors.
 - 16.1.4 Attending and representing PVAHA in other hockey meetings, including the USA Hockey Annual Meeting, USA Hockey Mid-Winter Meeting, and any Southeastern District meetings.
 - 16.1.5 Shall be an ex officio member of all standing Committees unless he/she otherwise qualifies to be a member of any such committee.
 - 16.1.6 Shall sign, with the Secretary or other proper officer of PVAHA as authorized by the Board of Directors, any contracts or other instruments which the Board of Directors have 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 Bylaws or by statute to some other officer or agent of PVAHA.
 - 16.1.7 Shall have authority to sign checks issued by PVAHA.
 - 16.1.8 Shall ensure that PVAHA maintains appropriate Insurance Coverage.
 - 16.1.9 Shall report and respond to USA Hockey as needed and requested by USA Hockey.
 - 16.1.10 Shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

- 16.1.11 The President shall be allowed all of his/her out of pocket expenses for all PVAHA business. These expenses shall include, but are not limited to, economy class air travel when necessary, automobile rental, lodging and meals when traveling on PVAHA business. He/ she shall also be reimbursed for phone calls, postage and copying costs incurred in the performance of his/her duties.
- 16.2 **Vice President** — The Vice President shall have, but is not limited to, the following powers and duties:
 - 16.2.1 In the absence of the President or in the event of the President's inability or written abstention, the Vice President shall perform all duties of the President, and when so acting shall have all the powers of and be subject to all of the restrictions upon the President.
 - 16.2.2 Be Chair of the Disciplinary/Disputes Resolution & supervise the Appeals Standing Committee.
 - 16.2.3 Perform such other duties as may be prescribed by the Board of Directors or the President from time to time.
 - 16.2.4 The Vice President shall be allowed his or her reasonable and necessary out-of-pocket expenses for PVAHA business.
- 16.3 **Secretary** — The Secretary shall have, but is not limited to, the following powers and duties:
 - 16.3.1 Shall be custodian of the corporate records and of the seal of PVAHA
 - 16.3.2 Shall keep a register of the post office address, email address and telephone numbers for each member of the Board of Directors, each Officer and each member of the standing Committees.
 - 16.3.3 Shall make all meeting arrangements (food, rooms, etc.) for PVAHA Meetings.
 - 16.3.4 Shall perform such other duties as may be prescribed by the Board of Directors or the President from time to time.
 - 16.3.5 Shall arrange for current versions of the PVAHA Bylaws and Rules, Regulations and Policies to be published on the PVAHA webpage (www.pvaha.org).
 - 16.3.6 The Secretary shall be allowed his or her reasonable and necessary out-of-pocket expenses for PVAHA business.
- 16.4 **Treasurer** — The Treasurer shall have, but is not limited to, the following powers and duties:
 - 16.4.1 If required by the Board of Directors, he/she shall give a bond for the faithful discharge of Treasurer's duties in the sum and with such surety or sureties as the Board of Directors may determine.
 - 16.4.2 Shall have charge and custody of and be responsible for all funds and securities of PVAHA
 - 16.4.3 Shall receive and give receipts from monies due and payable to PVAHA from any source whatsoever, and deposit all such monies in the name of PVAHA in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws.
 - 16.4.4 Shall sign all checks, except as noted in paragraph 21.2.

- 16.4.5 Shall be responsible for filing all required financial statements, returns or other documents as may be required by government agencies to whom PVAHA has responsibility.
- 16.4.6 Shall prepare, maintain and distribute quarterly PVAHA financial reports to the Board of Directors and Officers.
- 16.4.7 Prepare and submit a preliminary budget of operating expenses and income for the upcoming year for consideration and review by the Board of Directors at the Annual Meeting.
- 16.4.8 Ensure that any audit or review of PVAHA's financial records are completed as required by law or as requested by action of the Board of Directors or USA Hockey and ensure that PVAHA'S nonprofit status with Federal and State authorities is maintained.
- 16.4.9 In consultation with the President ensure that PVAHA maintains crime loss insurance in an amount as determined by the Board of Directors and that Directors and Officers Insurance is in full force on an Annual basis.
- 16.4.10 Shall cause the most recent IRS 990 form/return to be posted on the PVAHA webpage (www.pvaha.org).
- 16.4.11 Shall provide the Executive Director of USA Hockey the annual IRS 990 form/return for PVAHA as well as a statement of all dues and assessments collected by the PVAHA. The Treasurer shall provide the USA Hockey Treasurer such other financial records and documents as requested by the USA Hockey Treasurer.
- 16.4.12 Shall perform such other duties as may be prescribed by the Board of Directors or the President from time to time.
- 16.4.13 Shall retain the services of a CPA or other accounting professional as authorized by the Board of Director to assist PVAHA in maintaining accurate financial records and filing all necessary federal or state returns or reports.
- 16.4.14 The Treasurer shall be allowed his or her reasonable and necessary out-of-pocket expenses for PVAHA business.

17.0 STANDING COMMITTEES

The PVAHA Board of Directors shall establish, as a minimum, the following Standing Committees:

- 17.1 PVAHA Youth Committee
 - 17.1.1 The Youth Committee will consist of a Chair, two (2) or more Directors, and such other members as appointed by the Board of Directors.
 - 17.1.2 The purpose of the Youth Committee is the planning, development and conduct of youth hockey within PVAHA. The Committee shall also be responsible for the planning, support, and direction of the player development program within the Affiliate. The Youth Committee may establish Sub-Committees to address issues regarding Tier I Hockey, High School and Player Development. The Youth Committee may select other interested persons to participate in Youth Committee meetings but such other parties shall be non-voting members of the Committee.

- 17.1.3 Meetings of the Youth Committee may be informal, but the Chair should prepare notes or minutes of any meetings and report back to the PVAHA Board at scheduled Board Meetings or in writing if necessary, between any Board Meetings.
- 17.2 PVAHA Girls'/Women's Committee
 - 17.2.1 The Girls'/Women's Committee will consist of a Chair, two (2) or more Directors, and such other members as appointed by the Board of Directors.
 - 17.2.2 The purpose of the Girls'/Women's Committee is the planning, development and conduct of girls and women's hockey within PVAHA. The Committee shall also be responsible for the planning, support, and direction of the girl's player development program within PVAHA. The Girls'/Women's Committee may select other interested persons to participate in Girls'/ Women's Committee meetings but such other parties shall be non-voting members of the Committee.
 - 17.2.3 Meetings of the Girls'/Women's Committee may be informal, but the Chair should prepare notes or minutes of any meetings and report back to the PVAHA Board at scheduled Board Meetings or in writing if necessary between any Board Meetings.
- 17.3 PVAHA Disciplinary/Disputes Resolution & Appeals Committee
 - 17.3.1 The Disciplinary/Dispute Resolutions & Appeals Committee will consist of at least the PVAHA Vice President, two (2) or more Directors, and any other reasonably disinterested individuals familiar with USA Hockey rules, policies and procedures as appointed by the Board of Directors. The PVAHA President shall serve as an ex officio member of this Committee if not otherwise appointed to the committee, but shall not vote nor shall his/ her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity. The PVAHA Vice President shall be chairperson of the Disciplinary/Dispute Resolutions & Appeals Committee. The chairperson shall be responsible for determining when and if legal counsel is needed for any actions of the Disciplinary/Dispute Resolutions & Appeals Committee. If it is determined that such legal counsel is necessary, the PVAHA legal counsel shall serve on the Disciplinary/Dispute Resolutions Committee in a non-voting capacity. The PVAHA Vice President shall be responsible for appointing hearing panels and appeal panels as necessary to resolve disputes. In the event that the PVAHA Vice President is unavailable or has a conflict for any Disciplinary/Dispute Resolution or Appeal matter then the PVAHA President shall act as the Chairperson of the Discipline/ Dispute Resolution & Appeals Committee for that particular Disciplinary/Dispute Resolution or Appeal.
 - 17.3.2 The purpose of the Disciplinary/Dispute Resolutions & Appeals Committee is to resolve disciplinary matters, disputes and appeals within PVAHA Affiliate accordance with PVAHA and USA Hockey Bylaws, Rules, Regulations and Policies.
 - 17.3.3 The Discipline/Dispute Resolution & Appeals Committee shall have the responsibility and duty to initiate disciplinary proceedings in any matter of significant concern to the Affiliate or as to any matter between Affiliates of USA Hockey under guidelines and rules established by the Committee and ratified, adopted or approved by the Board of Directors and USA Hockey Bylaw 10.
- 17.4 PVAHA Southeastern District Tournament & Playoff Committee
 - 17.4.1 The Southeastern District Tournament & Playoff Committee will consist of a Chair and two (2) or more additional Directors, along with such other members as are appointed by the Board of Directors to the Southeastern District Tournament & Playoff Committee.

The President shall serve as an ex-officio member of the Committee. The Southeastern District Tournament Committee may select other interested persons to participate in Committee meetings, but such other parties shall be non-voting members of the Committee.

- 17.4.2 The Southeastern District Tournament & Playoff Committee shall be responsible for the planning, coordination, and supervision of Affiliate Playoffs and Southeastern District Tournaments conducted within PVAHA.
- 17.4.3 Meetings of the Southeastern Tournament & Playoff Committee may be informal, but the Chair should prepare notes or minutes of any meetings and report back to the PVAHA Board at scheduled Board Meetings or in writing if necessary between any Board Meetings.
- 17.5 PVAHA Rules Committee
 - 17.5.1 The Rules Committee will consist of a chair and two (2) additional Directors, along with such other members as are appointed by the Board of Directors to the Rules Committee. The President shall serve as an ex-officio member of the Committee. The Rules Committee may select such other interested persons to participate in Committee Meetings, but such other parties shall be non-voting members of the Committee.
 - 17.5.2 The purpose of the Rules Committee is to coordinate original proposals and proposed amendments for any Rules and Regulations of PVAHA, and to make recommendations to the Board regarding the adoption or amendment of any such proposed Rules and Regulation. The Rules Committee will review and recommend action on any proposed Rule change or amendment received from and Registered Member or Association Member.
 - 17.5.3 Meetings of the Rules Committee may be informal, but the Chair should prepare notes or minutes of any meetings and report back to the PVAHA Board at scheduled Board Meetings or in writing if necessary, between any Board Meetings.
- 17.6 The PVAHA Vice President shall serve as the Chair of the PVAHA Discipline/Dispute Resolution and supervise Appeals Committee. The Chair of all other Standing Committees shall be appointed by the Affiliate President. The Chair of any Standing Committees shall be appointed annually at the first meeting of the PVAHA Board of Directors following the USA Hockey Annual Congress. The Affiliate President may appoint non Board of Director members to serve as the Chair of any Standing Committee other than the Discipline/Dispute Resolution & Appeals Committee.
- 17.7 As a minimum, two (2) or more Directors shall serve on each Standing Committee. The Board of Directors may also appoint individuals to the Standing Committee who are neither Officers nor Directors of PVAHA. The PVAHA President shall also serve as an ex officio member of each Standing Committee if not otherwise appointed to that committee. The PVAHA President shall serve as a liaison between the Standing Committees and the PVAHA Board of Directors.
- 17.8 The Board of Directors may, at any time, establish such other Standing or Ad Hoc Committees as it shall deem desirable or necessary. Members of such other Standing or Ad Hoc Committees shall be appointed by a majority vote of the Board of Directors and such Standing Committees shall have the authority and shall perform the duties prescribed from time to time by the Board of Directors.
- 17.9 Each Standing Committee shall be allowed to place items on the agenda of the PVAHA Board meetings under their respective Standing Committees to be voted on as any other agenda item in the prescribed manner.

18.0 EXONERATION FROM PERSONAL LIABILITY

- 18.1 PVAHA hereby consents and declares that each Officer, members of the Standing Committees, chairman and members of all other committees, and all elected or appointed officers, agents, administrators, and officials in any capacity, shall be deemed to have assumed office or assignment on the express understanding, agreement and condition that each one of them and his/her heirs, executors and administrators, estate and effects respectively, shall be indemnified and saved harmless out of the funds of PVAHA from and against all liabilities, judgments, costs, charges and expenses whatsoever which such member sustains or incurs in or about any action, or suit or proceeding which is brought, commenced or prosecuted against him or her for and in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office and also from and against all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his/her own willful neglect, intentional wrongful acts, criminal acts or fraudulent acts.
- 18.2 PVAHA shall maintain Directors and Officers insurance in effect at all times.

19.0 MEETINGS

- 19.1 Board of Directors Meetings:
- 19.1.1 Regular meetings of the Board of Directors shall be held in January and June/July of each year. The January and June/July meetings should follow the USA Hockey Mid-Winter and Annual Congress Meetings.
- 19.1.2 The annual meeting of the Board of Directors shall be the first meeting of the Board of Directors following the USA Hockey Annual Congress. At the Annual Meeting of the PVAHA Board of Directors Officers and members of Standing Committees shall be elected and/or appointed as the case may be, and such other policy matters as may come before the Board shall be addressed and resolved. The date, location and time of the Annual Meeting of the PVAHA Board of Directors shall be published on the PVAHA webpage (www.pvaha.org) at least 15 days before the scheduled meeting. Following the annual meeting of the Board of Directors the Board Secretary shall publish to the membership on the PVAHA webpage (www.pvaha.org) the names of all directors of the PVAHA, the names of all Officers of PVAHA elected at the annual meeting, the composition of any PVAHA Standing Committee and any Rules, Regulation or Procedures adopted at the annual meeting of PVAHA.
- 19.1.3 The President may call additional meetings of the Board of Directors as deemed necessary to conduct the affairs of the affiliate.
- 19.1.4 Minutes of all Board of Directors meetings shall be prepared and posted on the PVAHA webpage (www.pvaha.org).
- 19.1.5 Meetings of the Board of Directors may be conducted in person, by conference call, video conference or other interactive meeting platform, provided that all persons participating in the meeting can hear each other. Participation of a person in this manner shall constitute presence in person at the meeting for the purposes of a quorum and for voting. Votes cast at any meeting by conference call or by other electronic means shall have the same force and effect as if the individual voting on the matter had been physically at the

meeting. The President shall prepare and distribute an agenda of any meetings of the Board of Directors.

- 19.2 Meetings of Standing Committees shall take place as needed, but no less once per year.
- 19.3 Any action which may be taken at a meeting of the Board of Directors or Standing Committee, may also be taken without a meeting if authorized in writing or email by all the persons entitled to vote upon such action. This shall include actions taken by telephonic conference calls or video conference calls providing all parties involved in such calls can hear each other. The content and substance of any such telephonic conference calls or video conference call shall be recorded in writing or by other means and distributed promptly to all participants, the Board of Directors and Officers of PVAHA.

20.0 QUORUMS

- 20.1 A majority of the Directors then seated in office shall constitute a quorum for transaction of business by the Board of Directors
- 20.2 A majority of the respective voting Committee members shall constitute a quorum for the transaction of any Standing Committee business.
- 20.3 A duly called or held meeting at which a quorum is present, may continue to do business until adjournment even after withdrawal of Directors or committee members which may leave less than a quorum in attendance.

21.0 CONTRACTS, CHECKS, DEPOSITS, FUNDS AND FISCAL YEAR

- 21.1 The Board of Directors may authorize any officer or officers, agent or agents, of PVAHA, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of PVAHA and such authority may be general or confined to specific instances.
- 21.2 The PVAHA President, Treasurer and such other PVAHA Officers or Directors, from time to time, be determined by the Board of Directors shall sign all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of PVAHA. The Affiliate Board of Directors may determine that checks in excess of \$5000.00 require the signatures of two (2) individuals authorized to sign checks, drafts or other forms of payment issued in the name of PVAHA.
- 21.3 All funds of PVAHA shall be deposited from time to time to the credit of PVAHA in such banks, trust companies or other depositories as the Board of Directors may select.
- 21.4 The Board of Directors may accept on behalf of PVAHA any contribution, gift, bequest or devise for the general purposes or for any special purpose of PVAHA.
- 21.5 The PVAHA Treasurer shall provide the Board of Directors with an itemized listing of all checks issued and deposits made on a quarterly basis. The PVAHA treasurer shall also provide the Board of Directors a copy of the IRS 990 form/return filed each year for the Affiliate. The Affiliate will also post the last IRS 990 form/return on the Affiliate web page (www.pvaha.org).

- 21.6 Fiscal Year: The fiscal year of PVAHA shall begin on September 1 and end on August 31 of the following year.
- 21.7 The PVAHA Treasurer shall maintain any financial records in compliance with the Document and Records Retention Policy adopted by the Board of Directors
- 21.8 The PVAHA Treasurer and Affiliate President shall arrange for Supplemental Crime Insurance Coverage to insure PVAHA funds for amounts in excess of Crime Insurance Coverage provided to PVAHA by USA Hockey.

22.0 AMENDMENTS AND PUBLICATION OF BYLAWS

- 22.1 These Bylaws may only be amended by majority vote of the Board of Directors at the Annual Meeting of the PVAHA Board. Proposals for Amendments to the Bylaws must be made in writing to the Affiliate President setting forth the specific language of the Proposed Amendment no less than thirty (30) days prior to the Annual Meeting of the Affiliate Board, with copy of each Proposed Amendment provided to each Board Member.
- 22.2 If any aspect of these Bylaws is deemed to be non-compliant with USA Hockey's Affiliate Agreement or USA Hockey Bylaws, by proper authorities and process of USA Hockey, then these Bylaws may be amended, added to or repealed at any meeting of the PVAHA Board of Directors, if so, required by USA Hockey.
- 22.3 Current Bylaws of PVAHA shall be published by the PVAHA Board on the PVAHA webpage (www.pvaha.org).

23.0 RULES REGULATIONS AND POLICIES OF PVAHA

- 23.1 The Board of Directors for PVAHA may from time to time adopt and administer certain operating Rules, Regulations and Policies as shall be deemed to be in the best interest of the Affiliate. Any Rule, Regulation or Policies adopted by the PVAHA Board of Directors may be revised, amended, or stricken in whole or in part upon vote of the Majority at an Affiliate Board Meeting, provided that the specific wording of any amendment or revision to any PVAHA Rule, Regulation or Policy must be furnished to each Board Member at least 14 days prior to the Board Meeting where an amendment or revision will be considered.
- 23.2 The Secretary for the Board of Directors shall maintain a current version of the PVAHA Rules, Regulations and Policies and shall cause a copy of the current PVAHA Rules, Regulations and Policies to be Published on the PVAHA web page (www.pvaha.org) before the start of each season.
- 23.3 The PVAHA Board shall adopt Policies as required by USA Hockey as set forth in the current USA Hockey Annual Guide, including, but not limited to:
 - A. Zero Tolerance
 - B. Sexual and Physical Abuse
 - C. USA Hockey Safe Sport and Background Screening Policy
 - D. Locker Room Supervision
 - E. Hazing

- F. Consumption/Use/Abuse of Mood Altering Substances
- G. Use of Mailing Lists
- H. Whistleblowers Policy
- I. Conflict of Interest Policy
- J. Documents and Records Retention Policy
- K. Social Media
- L. Travel Policy
- M. One-to One Interaction

24.0 WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of the General Corporation Law of Maryland, or under the provisions of the Articles of Incorporation or by the Bylaws of PVAHA, 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.

25.0 EQUAL OPPORTUNITY

PVAHA shall 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 the race, color, religion, age, sex, or national origin. PVAHA 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 as provided by USA Hockey Bylaw 10.

26.0 DISPUTE RESOLUTION

- 26.1 It is the express purpose of this Article to establish a uniform, fair and orderly process for the resolution of disputes within the PVAHA. PVAHA expressly adopts the USA Hockey Dispute Resolution procedure set forth in USA Hockey Bylaw Section 10, as it now exists or may hereafter be amended.
- 26.2 Each Registered Participant Member, Registered Team, Association Member and League, and other person within the jurisdiction of PVAHA and/or USA Hockey (including, but not limited to each parent, guardian, agent or other person), agrees to abide by the Dispute Resolution Procedure of USA Hockey Bylaw 10 and the Rules and Regulations of PVAHA by virtue of their membership, affiliation or participation at any time in PVAHA, USA Hockey or a sanctioned PVAHA, USA Hockey game or program, and agrees to forego completely any remedy and any recourse to court regarding the matters expressly or impliedly covered by the Dispute Resolution procedure.

- 26.3 In addition to any other sanctions applicable hereunder, the failure to follow and abide by the Dispute Resolution Procedure of Bylaw 10 and the Rules and Regulations of PVAHA may subject a member, and any person or entity representing, participating with or aiding such Member, to the following:
- 26.3.1 Liability for any and all expenses and costs, direct and indirect, and including reasonable court costs and attorney fees and the value of volunteer time, incurred by PVAHA and USA Hockey, and their directors, officers, or agents; and
 - 26.3.2 Immediate suspension and/or disqualification from membership and forfeiture of the right to participate in PVAHA, USA Hockey or any of their sanctioned events.
- 26.4 Each Registered Participant Member, Registered Team, Association Member and League, and other person within the jurisdiction of PVAHA and/or USA Hockey shall confine the resolution of disputes with PVAHA to the process set forth in USA Hockey Bylaw 10 and the Rules and Regulations of PVAHA. Therefore, any recourse directly to the court of any jurisdiction by any Registered Participant Member, Registered Team, Association Member or League before all of the procedures, rights, and remedies described in USA Hockey Bylaw 10 and the PVAHA Rules and Regulations have been exhausted, shall be deemed conduct detrimental to PVAHA. Such violation of these Bylaws and procedures shall subject the individual, Registered Member, Registered Team, Association Member or League and their agents and representatives to immediate suspension and disqualification. Sanctions imposed under these Bylaws shall be modified or removed only by the Board of Directors of PVAHA at a duly held meeting of the Board. The actions of the Board to remove or modify the sanctions imposed in any matter shall not include the restoration of games and points lost or denied during any period of suspension and/or disqualification.

27.0 CONDUCT OF BOARD OF DIRECTOR MEETINGS

- 27.1 Roberts Rules of Order shall generally govern the conduct of all meetings of the Board of Directors. The failure of the Board of Directors to strictly follow all requirements and procedures of Roberts Rules of Order shall not invalidate any actions taken by the Board of Directors provided that all Directors were given notice of items to be discussed and considered at meeting of the PVAHA Board of Directors.
- 27.2 Items to be placed on the agenda for a meeting of the PVAHA Board of Directors shall be received by the President or Secretary at least seven (7) days prior to a scheduled meeting.
- 27.3 Any item not properly presented for an agenda at least seven (7) days prior to a scheduled meeting may be added to the agenda and voted upon with the consent of two-thirds (2/3) of the Board present at a PVAHA Board of Directors meeting.
- 27.4 The President or Secretary shall provide an agenda of the scheduled meeting within five (5) days of the scheduled meeting.
- 27.5 The President shall preside over meetings of the PVAHA Board of Directors. If the President is unable to preside over any meeting of the Board of Directors that responsibility to preside over a meeting shall pass to the Vice President, then the Secretary and finally to the Treasurer.
- 27.6 The General Order of Business for meetings of the PVAHA Board of Directors shall the PVAHA Annual Meeting of Registered Team Members shall be:
- Call to Order

- Roll Call
- Minutes of any previous meetings
- Election of any PVAHA Directors
- President's Report
- Treasurer's Report
- Discipline/Dispute Resolution Report
- Any USA Hockey Appointee Reports including Registration, Coaching and Officials
- Any Standing Committee Reports Including any Appointments to Standing Committees
- Any Ad Hoc Committee Reports
- Unfinished Business
- Any New Business
- Announcing of Dates of Future Meetings and the Dates of and Playoffs, Tournaments, USA Hockey meetings and Southeastern District meetings
- Adjournment

28.0 DISSOLUTION OF CORPORATION

Voluntary dissolution of the Corporation shall be accomplished in accordance with the laws of the State of Maryland, governing the winding-up of non-profit corporations, as amended, so as to transfer, liquidate and/or distribute its assets and any proceeds thereof in order to maintain the non-profit and charitable status of the corporation under the laws, rules and regulations of the State of Maryland and the Department of Treasury, Internal Revenue Service, as amended.

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding sections of any future federal tax code.

29.0 ADDENDUM A — USA HOCKEY AFFILIATE AGREEMENT

This agreement, made and entered into this 31st 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 Potomac Valley Amateur Hockey Association, Inc., 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, DC, Maryland and Virginia, 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 Potomac Valley Amateur Hockey Association, Inc., 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 Potomac Valley Amateur Hockey Association, Inc. Further, the Potomac Valley Amateur Hockey Association, Inc. (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 Potomac Valley Amateur Hockey Association, Inc., 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 Potomac Valley Amateur Hockey Association, Inc., except to the extent (i) that USA Hockey 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, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey. Further, the Potomac Valley Amateur Hockey Association, Inc. 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

POTOMAC VALLEY AMATEUR HOCKEY INC
C/O JOHN COLEMAN
214 LAWTON ST
FALLS CHURCH, VA 22046

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 9th day of JANUARY, 2014.

USA HOCKEY, INC.

By [Signature]
Its Executive Director
Dave Ogrea
Printed Name
11915
Date

POTOMAC VALLEY AMATEUR HOCKEY ASSOCIATION, INC.

By [Signature]
Its President
JOHN K. COLEMAN
Printed Name
123114
Date