

**TEXAS AMATEUR HOCKEY ASSOCIATION
MEMBER ASSOCIATION AGREEMENT**

This Member Association Agreement (“Agreement”) is made and entered into this ____ day of _____ 200__, by and between the Texas Amateur Hockey Association, a Texas non-profit Corporation (“TAHA”) and _____, a _____ corporation/non-profit corporation (“Member”) for and in consideration of the mutual covenants and agreements herein contained.

Whereas, TAHA is the designated Affiliate of USA Hockey, Inc. which is the National Governing Body for Ice Hockey, as designated by The United States Olympic Committee, and pursuant to the Ted Stevens Amateur Sports Act of 1978, as amended, and which is also the duly authorized representative of the International Ice Hockey Federation (IIHF). USA Hockey has the exclusive jurisdiction over the sport of amateur ice hockey as sanctioned by the IIHF within the United States of America, as sanctioned above, and in the States of Texas and Oklahoma; and

Whereas, TAHA and Member wish to associate in the interest of developing and administering the sport of amateur ice hockey within TAHA’s geographical jurisdiction, as provided herein, and consistent with the Articles of Incorporation, By-laws, policies and procedures, regulations, playing rules and decisions of the Board of Directors of TAHA;

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

I. JURISDICTION

1.1 TAHA hereby grants to Member, subject to the limitations contained herein and applicable law, the status of a “Member Association” under TAHA to conduct certain of the affairs of TAHA, to assist in the governance of the team and individual members of TAHA, and to regulate the sport of amateur ice hockey within the organizational structure of the Member.

Further, TAHA hereby authorizes the Member Association to do the following:

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

1.2 TAHA hereby agrees that it will accept and recognize only those individuals and teams within the Member’s organization, which hold and continue membership in good standing with the Member, subject to TAHA rules, regulations and policies. In accord with the jurisdiction herein granted, TAHA agrees to cooperate with and assist the Member in the administration of the play of the sport of amateur ice hockey within the Member’s organization, when such cooperation and assistance is deemed necessary and/or advisable by Member and TAHA.

1.3 This Agreement establishes certain obligations of and grants certain rights to the Member as a Member of TAHA. TAHA acknowledges that the Member 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 and the requirements of USA Hockey.

II. BY-LAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY MEMBER

2.1 Member, in consideration of the grant of jurisdiction in this Agreement, hereby agrees to adopt as official policy and/or By-Laws of its organization, the following:

A. TAHA Preeminence. The Member, as a member of TAHA, shall abide by and act in accord with the Articles of Incorporation and By-Laws of TAHA, all duly adopted and published policies, procedures, rules and regulations of TAHA, and decisions of the Board of Directors of TAHA, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Member. Further, Member (i) shall assist TAHA in the administration and enforcement of the provisions of the By-Laws, policies, procedures, rules and regulations and decisions of the Board of Directors of TAHA, 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 TAHA:

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 INDIVIDUAL, TEAM AND ORGANIZATION 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 Member shall indemnify and hold harmless TAHA, its Board of Directors and each member thereof, councils and committees of TAHA and each member thereof, and all other elected, appointed, employed or volunteer representatives of TAHA ("Indemnitees") from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of the Member, except to the extent (i) that

Indemnitees caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional acts or defaults or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, By-Laws, Rules and Regulations or decisions of the Board of Directors of TAHA. Further, the Member understands and acknowledges that Indemnitees 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 Agreement.

2.2 TAHA shall reasonably cooperate with Member 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 TAHA to incur any out of pocket expense not reimbursed by Member.

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

3.1 Member hereby understands and agrees that the organization, structure, policy, by-laws and/or operation of Member shall reflect, and shall not violate, the following principles:

A. Membership. All USA Hockey registered individuals that are in good standing with the Member are entitled to the benefits of membership in Member.

B. Government. The government and authority of the Member shall be vested in a Board of Directors (or similar governing body if Member is not a corporation) composed of at least three persons, as determined by the Member, selected through a democratic election process. A majority of the Board must always be composed of representatives selected by such election process. The officers of the Member, whether elected 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 shall determine a process for selecting its TAHA representative. TAHA reserves the right to approve the process by which a Member selects its TAHA representative.

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

E. Financial Reports/Dues and Assessments. Member shall provide to its membership, either at its Annual Meeting or within sixty days of the close of its fiscal year, an annual financial report of its ice hockey operations, with a confidential copy provided to TAHA. Said reports shall be confidential and proprietary to the Member and shall not be published in minutes or to the membership of TAHA. Said report shall disclose dues and assessments and any other Member charges to its membership. All dues and assessments by Member Associations shall be reasonable in relation to the programs it offers to its members. Payment policies shall be clearly stated in

writing and distributed before any player contract is signed. A non-refundable deposit may be collected at the time a player contract is signed. Otherwise, player contracts or the written payment policies should set out prorated amounts that shall be considered non-refundable if a player does not complete the season. Such contracts or payment policies may not contain provisions for collecting, or retaining if paid, fees for hockey programs in excess of the following guidelines:

- (1) Through September 15 - 25% of total fee
- (2) Through October 15 - 50% of total fee
- (3) Through November 15 - 75% of total fee
- (4) Through December 15 - 100% of total fee

F. Publication of Constitution and By-Laws. Member shall annually distribute to its members, or make available on its website, copies of its articles of incorporation or other governing documents, its by-laws with all amendments thereto and a roster of its Directors and Officers. Copies of these documents shall be made available to TAHA upon request.

G. Equal Opportunity. Member 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; Suspensions. Member shall maintain a written procedure 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 in Member's programs. Copies of such procedures shall be made available to TAHA upon request. Member shall cooperate with duly appointed representatives of TAHA in administering and enforcing suspensions or other disciplinary action under (1) TAHA's bylaws and (2) TAHA's procedures for hearing Match Penalty assessments.

I. Insurance. (a) Member agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. Member 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. Member retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name TAHA as an additional insured thereof. By purchasing and maintaining the aforementioned general liability insurance policy, TAHA does not assume, and indeed disclaims, any liability for any actions or omissions of Member. (b) Member 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 TAHA as an additional insured thereunder.

J. 501(c)(3) Status. If it has so qualified, Member 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 TAHA deem it advisable for Member to be included in a group exemption letter.

K. Abuse. Member shall adopt policies prohibiting sexual and physical abuse which meet certain minimum criteria established by TAHA (subject to any contrary requirements contained in state or local law applicable to Member). As part of those policies, Member agrees to conduct background screenings, in a form and manner approved by TAHA and in compliance with any published TAHA policies, on all coaches, team managers or other Member personnel that come in regular, direct contact with minors rostered on Member's teams and to report the results of those background screenings to TAHA on or prior to August 30th of each calendar year.

3.2 Member shall adopt, either (1) in the form of amendments to its by-laws or (2) as official policy adopted by its Board of Directors, with the form of such approval subject to the review and concurrence of TAHA, the foregoing principles set forth in Articles II and III of this Agreement within 60 days of the date of this Agreement. It shall be a condition of the continuation of the grant of Member status contained herein for Member to deliver, upon request, written proof of such adoption to TAHA. If Member does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in TAHA.

3.3 The TAHA Board of Directors, for good cause, may modify the specific governance requirements imposed on Member in Sections B., C., D. and F. of Section 3.1 of this Article III. Any such modifications shall be set forth in an Addendum to this Agreement.

IV. TERM

The term of this Agreement shall be for one (1) year, from _____, 200_ to _____, 200_ and renewed annually thereafter, unless (1) 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 Member shall breach any of the terms and conditions of this Agreement, or any of the By-Laws, Rules and Regulations or decisions of the Board of Directors of TAHA (which provisions are incorporated herein by this reference as though fully set forth herein), then TAHA shall have the right to impose sanctions pursuant to the appropriate By-Laws or duly adopted policies of TAHA and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Member. In the event that TAHA shall breach any of the terms and conditions of this Agreement, then the Member Association shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted.

VI. MISCELLANEOUS

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 TAHA and the Member as provided for in this Agreement:

TAHA _____

Member _____

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 Texas.

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 _____ 200__.

TAHA
By: _____

Name: _____

Title: _____

Member
By: _____

Name: _____

Title: _____