

AFFILIATE AGREEMENT

This Agreement, made and entered into this 14th day of May 2010, 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

Johnson Como Hockey Association
(Name of Association)

c/o Bill Burkhart, 7595 22nd Street Court North
(Address)

Oakdale, MN 55128
(Town and Zip Code)

a non-profit Corporation with its principal place of business located in the city of

Saint Paul, Minnesota
(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 exclusive jurisdiction (as an "Affiliate Association" under MH's By-Laws) to conduct certain of the affairs of MH, to assist in the governance of the members of MH, and to regulate the sport of amateur ice hockey within the geographical area of

See attachment 1
(School District or Natural Hockey Community)

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

- A. To assess and charge a reasonable membership fee for members within its jurisdiction, in addition to the regular MH and 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 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 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 MH. MH 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 By-Laws and Rules and Regulations of 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, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MH, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Affiliate. Further, Affiliate (i) shall assist 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 members 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, By-Laws, Rules and Regulations, Playing 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. Team Membership

All teams of Affiliate shall register with MH.

B. Government

The government and authority of Affiliate shall be vested in a Board of Directors composed of at least three representatives, as determined by Affiliate, selected through an annual democratic election process. A majority of the Board must always be composed of representatives selected by such election process. The officers of Affiliate, selected by the membership or the Board of Directors, shall include at least a president, vice president and secretary/treasurer. It is recommended that the terms of directors and officers be staggered.

C. Voting

Each member of Affiliate shall be entitled to one vote in the process adopted by Affiliate for the election of its Board of Directors. The governing documents of the affiliate shall clearly define membership in the affiliate. Voting for the members of the Board of Directors shall be a democratic process wherein each member is entitled to one vote. In the absence of other criteria, each family that participates in the activities that are provided under the jurisdiction of the affiliate shall be deemed to be a member and shall be entitled to one vote.

D. Annual Meetings

Any action(s) or policy(s) adopted or requested to be adopted by the Board of Directors or the officers of Affiliate shall be reported to its membership, or their duly authorized representatives, at least once each year at a meeting called for such purpose, with notice and agenda of such meeting being given to all members of Affiliate no less than fifteen (15) days in advance of the holding of the meeting, which meeting shall be open to all members of Affiliate.

E. Financial Reports/Dues and Assessments

Affiliate shall provide to its membership an annual financial report of operations. All dues and assessments by Affiliate shall be reasonable in relation to the programs it offers to its members.

F. Publication of Constitution and By-Laws

Affiliate shall annually distribute to its members, upon request, copies of its constitution, By-Laws and other governing documents, and all amendments thereto.

G. Equal Opportunity

Affiliate must provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex, or national origin.

H. Grievance Resolution

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

I. Insurance

(1) Affiliate agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. The Affiliate shall be informed of the limits of that policy, and of any changes to those limits which may be made by USA Hockey at its sole prerogative. Affiliate retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name MH as an additional insured thereof. 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.

(2) Affiliate agrees to use reasonable efforts to purchase, acquire or provide, and maintain in full force and effect at all times, directors and officers' liability insurance, and (to the extent such insurance is not obtained through USA Hockey) name MH as an additional insured thereunder.

J. 501(c)(3) Status

Affiliate should at all times during the term of this Agreement maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

K. Abuse

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

L. Adoption

Affiliate shall adopt, as amendments to its By-Laws or as official policy, the foregoing principles set forth in Sections II and III within 180 days of the date of this Agreement. It shall be a condition of the continuation of the grant of affiliate status contained herein for Affiliate to deliver, upon request, written proof of such adoption to MH. If Affiliate does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in MH.

IV. TERM

The term of this Agreement shall be for one (1) year, from September 1, 2010 to August 31, 2010 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 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
Executive Director
317 Washington Street
St. Paul, MN 55102
2. Affiliate Johnson Como Hockey Association
Attn: Bill Burkhart
7595 22nd Street Court N.
Oakdale, MN 55128

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 14th day of May, 2010.

MH

By: 

Its: District 8 Director

RICHARD BARNES
(Printed Name)

Date: 5-14-10

AFFILIATE

By: 

Its: President

Bill Burkhart

(Printed Name)

Date: 5-14-10