

ID #: 20041223122 WOMEN'S ASSOCIATION OF COLORADO HOCKEY  
Status: Good Standing  
Form: Domestic Non-Profit Corporation (DNC)  
Formation Date: 06/28/2004 (Articles of Incorporation)  
Revision Date 10/18/2013

BY-LAWS

ARTICLE I - OFFICES ..... 3  
ARTICLE II - MEMBERSHIP ..... 3  
    SECTION 2.1 MEMBERSHIP ..... 3  
    SECTION 2.2. GOVERNANCE ..... 3  
    SECTION 2.3. VOTING RIGHTS ..... 4  
    SECTION 2.4. TERMINATION OF MEMBERSHIP ..... 4  
    SECTION 2.5. RESIGNATION ..... 4  
    SECTION 2.6. REINSTATEMENT ..... 4  
    SECTION 2.7. CERTIFICATES OF MEMBERSHIP ..... 4  
ARTICLE III - MEMBERS' MEETINGS ..... 4  
    SECTION 3.1. ANNUAL MEMBER MEETING ..... 4  
    SECTION 3.2. SPECIAL MEETINGS ..... 5  
    SECTION 3.3. PLACE OF MEETINGS ..... 5  
    SECTION 3.4. NOTICE OF MEETINGS ..... 5  
    SECTION 3.5. MEETING OF MEMBERS ..... 5  
    SECTION 3.6. QUORUM ..... 5  
    SECTION 3.7. PROXIES ..... 5  
    SECTION 3.8. VOTING ..... 6  
    SECTION 3.9. SUPERVISION OF MEETINGS ..... 6  
ARTICLE IV – EXECUTIVE BOARD ..... 6  
    SECTION 4.1. GENERAL POWERS ..... 6  
    SECTION 4.2. EXECUTIVE BOARD ..... 6  
    SECTION 4.3. TERM ..... 7  
    SECTION 4.4. ELECTIONS ..... 7  
    SECTION 4.5. REMOVAL ..... 7  
    SECTION 4.6. VACANCIES ..... 7  
    SECTION 4.7. COMPENSATION ..... 8  
    SECTION 4.8. PRESUMPTION OF ASSENT ..... 8  
    SECTION 4.9. CONFLICT OF INTEREST ..... 8  
ARTICLE V - COMMITTEES ..... 8  
    SECTION 5.1. EXECUTIVE COMMITTEE (WACH BOARD) ..... 8  
    SECTION 5.2. TOURNAMENT COMMITTEE ..... 8  
    SECTION 5.3. SUSPENSION/APEALS COMMITTEE ..... 9  
ARTICLE VI - INDEMNIFICATION ..... 9  
    SECTION 6.1. DEFINITIONS ..... 9  
    SECTION 6.2. RIGHT TO INDEMNIFICATION ..... 10  
    SECTION 6.3. PRIOR AUTHORIZATION REQUIRED ..... 11

SECTION 6.4. SUCCESS ON MERITS OR OTHERWISE .....	11
SECTION 6.5. ADVANCEMENT OF EXPENSES.....	11
SECTION 6.6. PAYMENT PROCEDURES. ....	12
SECTION 6.7. NOTIFICATION TO MEMBERS.....	12
SECTION 6.8. INSURANCE.....	12
SECTION 6.9. RIGHT TO IMPOSE CONDITIONS TO INDEMNIFICATION.....	13
SECTION 6.10. OTHER RIGHTS AND REMEDIES. ....	13
SECTION 6.11. APPLICABILITY; EFFECT. ....	13
SECTION 6.12. INDEMNIFICATION OF AGENTS.....	13
SECTION 6.13. SAVINGS CLAUSE; LIMITATION.....	14
ARTICLE VII - CONTRACTS, LOANS, CHECKS, DEPOSITS, AND GIFTS .....	14
SECTION 7.1. CONTRACTS.....	14
SECTION 7.2. LOANS. ....	14
SECTION 7.3. CHECKS, DRAFTS, ETC.....	14
SECTION 7.4. DEPOSITS. ....	14
SECTION 7.5. GIFTS. ....	14
ARTICLE VIII - MISCELLANEOUS .....	14
SECTION 8.1. BOOKS AND RECORDS. ....	14
SECTION 8.2. FISCAL YEAR.....	15
SECTION 8.3. SEAL.....	15
SECTION 8.4. WAIVER OF NOTICE.....	15
SECTION 8.5. CONFLICTS OF INTEREST.....	15
SECTION 8.6. CONVEYANCES AND ENCUMBRANCES. ....	15
SECTION 8.7. AMENDMENTS. ....	15
SECTION 8.8. COMMITTEES.....	16
SECTION 8.9. TERMINATION OF AND RE-ADMISSION FOR MEMBERSHIP. 16	
SECTION 8.10. CONDUCT OF MEETINGS.....	16
SECTION 8.11. SEVERABILITY.....	16

# **By-Laws of Women's Association of Colorado Hockey (A Colorado Nonprofit Corporation)**

## Objectives

1. To provide a safe, fun, and well-organized hockey league in which women may participate.
2. To promote women's hockey in the state of Colorado.

## **ARTICLE I - OFFICES**

The registered office of the corporation in the State of Colorado shall be located in the County of El Paso. The corporation may have such other offices, either within or without the State of Colorado, from time to time, as the Board of Directors may determine or as the business of the corporation may require. The Board of Directors may change the address of the registered office from time to time.

## **ARTICLE II - MEMBERSHIP**

### ***SECTION 2.1 MEMBERSHIP.***

- A. There is only one class of Members.
- B. Membership is open to any women's team properly registered with the Colorado Amateur Hockey Association (hereinafter "CAHA").
- C. A member application with an effective date must be submitted to Executive Director no later than the Annual Member Meeting prior to the start of each season and will include the following information:
  1. Team Representatives (2) with names, addresses, telephone and fax numbers, and
  2. e-mail address.
  3. A schedule of available ice times.
  4. A schedule of available travel time.
  5. Designated home ice arena.
- D. Requests for Membership must be submitted to a vote of the current Members.
  1. A two-thirds majority of the Members present and eligible shall be required for acceptance into the corporation.
  2. Membership may be granted to any women's team that supports the objectives of the corporation to promote the growth and development of women in the state of Colorado through the creation of a safe, fun, and well-organized women's ice hockey league.
- E. Upon acceptance into the corporation, each eligible women's team becomes an individual Member with one (1) official member vote.

### ***SECTION 2.2. GOVERNANCE.***

- A. The Women's Association of Colorado Hockey (hereinafter "WACH") shall be governed by an elected Executive Board and Member representatives.
- B. Each Member (also known as a WACH team) shall appoint up to two representatives for governing purposes. A Member may designate a temporary

representative when the appointed representative(s) are unable to attend a meeting.

- C. If a new, or recently approved, Member needs to designate a temporary representative, this representative must be a future-rostered player of that new Member.
- D. Each Member must notify the Executive Director and Treasurer in writing with an effective date of any change in the status of its team representatives.

### ***SECTION 2.3. VOTING RIGHTS.***

Only one (1) representative from each eligible Member may submit the Member's official vote. In the event of a tie, the Executive Board shall cast one vote on all matters subject to vote.

### ***SECTION 2.4. TERMINATION OF MEMBERSHIP.***

By affirmative vote of three-fifths of all officers, the Executive Board may suspend or expel a Member for cause after a hearing. The Executive Board may terminate the membership of any Member who becomes ineligible for membership by a majority vote of those present at any meeting, regular or special, for the period as fixed in Article VIII of these by-laws.

### ***SECTION 2.5. RESIGNATION.***

Any Member may resign by filing a written resignation with the Treasurer, but such resignation shall not relieve the Member so resigning of its obligation to pay any dues, assessments, or other charges accrued and unpaid.

### ***SECTION 2.6. REINSTATEMENT.***

Upon written request signed by a representative from a former Member and filed with the Treasurer, the membership may, by the affirmative vote of two-thirds of all Members present at that annual membership meeting, reinstate a former Member to membership upon such terms as a majority of the Executive Board may deem appropriate.

### ***SECTION 2.7. CERTIFICATES OF MEMBERSHIP.***

No certificates of membership evidencing membership in the corporation shall be issued.

## **ARTICLE III - MEMBERS' MEETINGS**

### ***SECTION 3.1. ANNUAL MEMBER MEETING.***

The annual meeting of the Members (or current WACH teams from the preceding season) shall be held on the 3<sup>rd</sup> Saturday of the month of August or such a date and/or time may be designated from time to time by the Executive Board.

### **SECTION 3.2. SPECIAL MEETINGS.**

Special meetings of the Members may be called by the Executive Director, by any two members of the Executive Board, or by not less than one quarter (1/4) of the Members having voting rights.

### **SECTION 3.3. PLACE OF MEETINGS.**

The annual meeting will be held in the Denver Metro area every other year beginning 2012-2013 season, and in the mountain area (preferably in the Summit County/Vail Valley) alternating.

### **SECTION 3.4. NOTICE OF MEETINGS.**

- A. Written or printed notice stating the place, day, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, personally, by facsimile, by mail, or by electronic mail, by or at the direction of the Executive Director, Treasurer, or the officer or persons calling the meeting, to each representative of Members of record entitled to vote at such meeting.
- B. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member representative of record at her address as it appears on the records of the corporation, with postage prepaid.
- C. Notice by facsimile or electronic mail shall be deemed delivered when the facsimile or electronic mail is transmitted.

### **SECTION 3.5. MEETING OF MEMBERS.**

If the Members meet at any time and place, within the State of Colorado, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

### **SECTION 3.6. QUORUM.**

A two-thirds (2/3) representation of the Members must be present for voting. The Members holding two-third (2/3) of the vote that may be cast at any meeting shall constitute a quorum at any meeting of Members; provided, that if less than the Members holding two-third (2/3) of the votes that may be cast are represented at said meeting, a majority of the Members present may adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of the Members at the meeting shall be the act of the Members, unless the Colorado Nonprofit Corporation Act, the Certificate of Incorporation, or these by-laws require the vote of a greater number.

### **SECTION 3.7. PROXIES.**

Voting by proxy shall not be allowed.

### **SECTION 3.8. VOTING.**

- A. Voting shall be by a show of hands. However, any voting representative of a Member may demand and require a vote by ballot.
- B. Any item brought before the Membership for a vote shall not be allowed to be brought before the Membership again during the current season unless a 3/4 majority of the voting members present vote to allow discussion.
- C. The majority of the votes cast shall make all decisions of the Member Representatives, Executive Board, or Committees, unless the favorable vote of a larger portion of the votes is required by these Rules and Regulations.
- D. All membership votes taken before, during, or after the annual meeting, must be made public, with all applicable discussion and comments also made public. Any votes should have an open discussion before there is a call of votes.
- E. Any rule changes that single out an individual division or set rules that apply only to specific divisions should be voted on separately by those individual divisions.

### **SECTION 3.9. SUPERVISION OF MEETINGS.**

The Executive Director or, in his or her absence, Assistant Director, shall preside at all meetings of the Members. The Secretary shall keep or cause to be kept in books provided for that purpose the minutes of the meetings of the Members.

## **ARTICLE IV – EXECUTIVE BOARD**

### **SECTION 4.1. GENERAL POWERS.**

The Executive Board shall manage the business and affairs of the corporation.

### **SECTION 4.2. EXECUTIVE BOARD.**

The Executive Board shall be composed of five (5) officers elected by vote of the Member Representatives. Nominations for officers will be accepted from the general membership and may or may not be members of the league. At the time of election, member teams shall not have more than one member per team elected to the Executive Board. The officers of the board shall be as follows: Executive Director, Assistant Director, Treasurer, Registrar and Secretary.

#### **A. EXECUTIVE DIRECTOR.**

- 1. Calls all general and board meetings/sets agenda for meetings.
- 2. Chairs all meetings.
- 3. Enforces all rules and regulations of USA Hockey, CAHA and WACH.
- 4. Acts as the liaison between member teams, outside organizations and referees.
- 5. Oversees the state tournament to ensure league requirements are met and notifications are distributed in a timely manner.
- 6. Mails out monthly updates of results and other pertinent information.
- 7. Serves on the Suspension/Appeals Committee.
- 8. Responsible for assigning referees

#### **B. ASSISTANT DIRECTOR.**

- 1. Serves as Executive Director in absence of Executive Director.
- 2. Coordinates league scheduling, resolves scheduling conflicts, and advises members directly affected by changes in schedules.
  - A. Updates scores on Pointstreak.
- 3. Serves as co-chair of the Tournament Committee.
- 4. Serves on Suspension/Appeals Committee as needed.

#### **C. TREASURER.**

1. Collects and pays out moneys associated with WACH.
2. Gives a complete financial report to members at every board meeting.
3. Collects league registration, fine money, and Front Range referee fees, and any other incoming monies.
4. Responsible for reconciling and paying Front Range referees.
5. Responsible for paying all outgoing monies.

**D. REGISTRAR**

1. Responsible for all team registrations and approving all team rosters.
2. Responsible for up-dating the web with current roster information.
3. Perform special projects as deemed necessary.

**E. SECRETARY**

1. Takes minutes at general and board meetings and mails them out to member teams within two weeks of meetings.
2. Acts as a liaison with sponsorships and publicity.
3. Perform special projects as deemed necessary.
4. Chairs the Suspension/Appeals Committee.
5. Co-Chair Tournament Committee. Responsible for collecting all tournament bids and working with the assistant director to determine the tournament seeding and player eligibility.
6. Reconcile Pointstreak statements and report to treasurer.

**SECTION 4.3. TERM.**

The officers of the Executive Board shall each serve a term of two years that shall be staggered as follows:

- A. The Executive Director and the Registrar shall be elected for a two year term in odd numbered years.
- B. The Assistant Director, the Treasurer and the Secretary shall be elected for a two-year term in even numbered years.
- C. The date of the year will be based on the year of the August annual member meeting.

**SECTION 4.4. ELECTIONS.**

- A. For the election of the Executive Board, only one (1) representative from each eligible Member may submit the Member's official vote.
- B. In the event of a tie, the eligible Member representatives shall re-vote up to three (3) times. However, if the decision remains a tie after the third re-vote, the Executive Board as a whole (excluding those up for re-election) will cast the deciding single vote.
- C. Elections will be held at the Annual Member Meeting.

**SECTION 4.5. REMOVAL.**

Any officer may be removed by the vote of the remaining Executive Board whenever in the judgment of the Executive Board that officer has grossly neglected his or her duties and removal would be in the best interests of the corporation.

**SECTION 4.6. VACANCIES.**

Vacancies and newly created offices resulting from any increase in the authorized number of officers may only be filled by the vote of the majority of membership, and the

officers so chosen shall hold office until the next election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no officers in office, then an election of officers may be held in the manner provided by statute. An officer elected to fill a vacancy shall be elected for the unexpired term of her predecessor in office.

#### ***SECTION 4.7. COMPENSATION.***

The Executive Board shall serve without compensation. By resolution of the Executive Board, the officers may be reimbursed by the corporation for their out-of-pocket expenses, if any, in connection with their service to the corporation as officers, excluding attendance at meeting of the board.

#### ***SECTION 4.8. PRESUMPTION OF ASSENT.***

An officer of the corporation who is present at a meeting of the Executive Board at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless her dissent shall be entered in the minutes of the meeting or unless she shall file her written dissent to such action with the person acting as the Treasurer of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Treasurer of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to an officer who voted in favor of such action.

#### ***SECTION 4.9. CONFLICT OF INTEREST.***

No member of the Executive Board or of any committee may vote on an issue in which the member's team has a vested interest in the outcome. A "vested interest" is defined as any decision in which the vote would allow the member's team to have a perceived advantage. Examples of such issues would be an appeal made by or that affects the member's team directly, or any other decision, that directly affects the member's team in either a positive or negative manner.

### **ARTICLE V - COMMITTEES**

#### ***SECTION 5.1. EXECUTIVE COMMITTEE (WACH BOARD).***

- A. Chair: Executive Director.
- B. Members: Executive Director, Assistant Director, Treasurer, Registrar and Secretary.
- C. Duties: Enforces rules and regulation set forth by the committee. Serves as liaison among teams. Is empowered to act on behalf of the league between league meetings.

#### ***SECTION 5.2. TOURNAMENT COMMITTEE.***

- A. Chair: Host Team Tournament Director.
- B. Members: Host Team Tournament Director, Assistant Director, Secretary, Executive Director (non-voting).



- C. Duties: Approves Tournament Rules. Approves Tournament Schedule. Serves as Protest Committee for Tournament. Acts as Final Say on all Tournament issues.
- D. In case the Host Team Director is the Assistant Director, or Secretary, the Executive Board shall appoint another board member to the tournament committee.

**SECTION 5.3. SUSPENSION/APPEALS COMMITTEE**

- A. Chair: Secretary.
- B. Members: Secretary, Executive Director, Treasurer, Assistant Director and Registrar.
- C. Duties: Hears and rules on all suspensions and appeals within ten (10) days of written notification.
- D. Team representatives will contact the WACH Board and determine the wording of postings and appeals.
- E. All decisions and rulings will be posted on the WACH website within 72 hours of becoming official.
- F. All offenses and fines will be posted on the WACH website within 7 days of occurrence.
- G. After final decisions, then names, teams and/or players, and relevant details will be posted on the WACH web site.
- H. .

**ARTICLE VI - INDEMNIFICATION**

**SECTION 6.1. DEFINITIONS.**

For purposes of this Article, the following terms shall have the meanings set forth below:

- (a) “Corporation” means the corporation and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity of the corporation in a merger, consolidation or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.
- (b) “Expenses” means the actual and reasonable expenses, including attorneys’ fees, incurred by a party in connection with a proceeding.
- (c) “Liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or expense incurred with respect to a proceeding.
- (d) “Official capacity” when used with respect to a officer of the corporation means the office of officer in the corporation, and when used with respect to a person in a capacity other than as a officer (even if such person is also a officer) means the office in the corporation held by the officer or the employment relationship undertaken by the employee on behalf of the corporation in the performance of his or her duties in his or her capacity as such officer or employee. “Official capacity” does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint

venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

- (e) "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the corporation, and any person who, while a director, officer or employee of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the corporation's request if such party's duties to the corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan.
- (f) "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitratative or investigative (including an action by or in the right of the corporation) and whether formal or informal.

## **SECTION 6.2. RIGHT TO INDEMNIFICATION.**

- A. STANDARDS OF CONDUCT. Except as provided in Section 6.2.C below, the corporation shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if (i) such party conducted himself or herself in good faith, (ii) such party reasonably believed (a) in the case of director acting in his or her official capacity, that his or her conduct was in the corporation's best interests, or (b) in all other cases, that such party's conduct was at least not opposed to the corporation's best interests, and (iii) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section, any party acting in his or her official capacity who is also a director of the corporation shall be held to the standard of conduct set forth in Section 6.2.A(ii)(a), even if such party issued solely in a capacity other than as such director.
- B. SETTLEMENT. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 6.2.A.
- C. INDEMNIFICATION PROHIBITED. Except as hereinafter set forth in this Section 6.2.C, the corporation may not indemnify a party under this Section 6.2 either (i) in connection with a proceeding by or in the right of the corporation in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the corporation, or (ii) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that personal benefit was improperly received by the party (even if the corporation was not thereby damaged). Notwithstanding the foregoing, the corporation shall indemnify any such party if and to the extent

- required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of this Section 6.2.C or whether or not the party met the applicable standard of conduct set forth in Section 6.2.A, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Act.
- D. CLAIMS BY OR IN THE RIGHT OF THE CORPORATION. Indemnification permitted under this Section 6.2 in connection with a proceeding by or in the right of the corporation shall be limited to expenses incurred in connection with the proceeding.
- E. COMBINED PROCEEDINGS. If any claim made by or in the right of the corporation against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

### ***SECTION 6.3. PRIOR AUTHORIZATION REQUIRED.***

Any indemnification under Section 6.2 (unless ordered by a court) shall be made by the corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 6.2.A and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Executive Board by a majority vote of a quorum of such board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law.

### ***SECTION 6.4. SUCCESS ON MERITS OR OTHERWISE.***

Notwithstanding any other provision of this Article, the corporation shall indemnify a party to the extent such party has been successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which the party was a party against expenses incurred by such party in connection therewith.

### ***SECTION 6.5. ADVANCEMENT OF EXPENSES.***

The corporation shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the corporation a written affirmation of such party's good faith belief that he or she has met the standard of conduct described in Section 6.2.A(i); (b) the party furnishes the corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Section 6.3. The undertaking required

by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

### ***SECTION 6.6. PAYMENT PROCEDURES.***

The corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 6.4 and by the written affirmation and undertaking to repay as required by Section 6.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety days (90) after written request for indemnification is made. The corporation, in whole or in part, in any such proceeding shall also pay a party's expenses incurred in connection with successfully establishing such party's right to indemnification.

### ***SECTION 6.7. NOTIFICATION TO MEMBERS.***

Any indemnification of or advance of expenses to an officer (but not to any other party) in accordance with this Article, if arising out of a proceeding by or on behalf of the corporation, shall be reported in writing to the members with or before the notice of the next meeting of members.

### ***SECTION 6.8. INSURANCE.***

By action of the Executive Board, notwithstanding any interest of the officers in such action, the corporation may purchase and maintain insurance in such amounts as the Executive Board deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Executive Board, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the corporation has an equity or any other interest, through stock ownership or otherwise. The corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

**SECTION 6.9. RIGHT TO IMPOSE CONDITIONS TO INDEMNIFICATION.**

The corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Executive Board in each specific case and circumstances, including but not limited to any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the corporation; (b) that the corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the corporation.

**SECTION 6.10. OTHER RIGHTS AND REMEDIES.**

The indemnification provided by this Article shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the articles of incorporation, any other or further provision of these by-laws, vote of the members or the Executive Board, agreement, or otherwise.

**SECTION 6.11. APPLICABILITY; EFFECT.**

The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer or employee of the corporation or, at the request of the corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the corporation and each party covered hereby.

**SECTION 6.12. INDEMNIFICATION OF AGENTS.**

The corporation shall have the right, but shall not be obligated, to indemnify any agent of the corporation not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 6.2.

### ***SECTION 6.13. SAVINGS CLAUSE; LIMITATION.***

If this Article or any Section or provision hereof shall be invalidated by any court on any ground, then the corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated.

## **ARTICLE VII - CONTRACTS, LOANS, CHECKS, DEPOSITS, AND GIFTS**

### ***SECTION 7.1. CONTRACTS.***

The Executive Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

### ***SECTION 7.2. LOANS.***

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name. Any director or officer who assents to or participates in the making of any loan by the corporation to a director or officer shall be liable to the corporation for the amount of such loan until it is repaid.

### ***SECTION 7.3. CHECKS, DRAFTS, ETC.***

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Executive Board.

### ***SECTION 7.4. DEPOSITS.***

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Executive Board may select.

### ***SECTION 7.5. GIFTS.***

The Executive Board may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

## **ARTICLE VIII - MISCELLANEOUS**

### ***SECTION 8.1. BOOKS AND RECORDS.***

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Executive Board, and committees having any of the authority of the Executive Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. Any member, or his agent or attorney may inspect all books and records of the corporation for any proper purpose at any reasonable time.

### **SECTION 8.2. FISCAL YEAR.**

The fiscal year of the corporation shall end on the last day of July and begin on the first day of August in each year.

### **SECTION 8.3. SEAL.**

The Executive Board may, but shall not be required to, provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, the year of its organization, and the words, "Women's Association of Colorado Hockey".

### **SECTION 8.4. WAIVER OF NOTICE.**

Whenever any notice whatever is required to be given under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of the Colorado Nonprofit Corporation Act, 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.

### **SECTION 8.5. CONFLICTS OF INTEREST.**

If any person who is a director or officer of the corporation is aware that the corporation is about to enter into any business transaction directly or indirectly with such person, any member of such person's family, or any entity in which such person has any legal, equitable or fiduciary interest or position, including without limitation as a director, officer, shareholder, partner, beneficiary or trustee, such person shall: (a) immediately inform those charged with approving the transaction on behalf of the corporation of such person's interest or position; (b) aid the persons charged with making the decision by disclosing any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the corporation; and (c) not be entitled to vote on the decision to enter into such transaction.

### **SECTION 8.6. CONVEYANCES AND ENCUMBRANCES.**

Property of the corporation may be assigned, conveyed or encumbered by such officers of the corporation as may be authorized to do so by the Executive Board, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease, or other disposition of all or substantially all of the property and assets of the corporation shall be authorized only in the manner prescribed by applicable statute.

### **SECTION 8.7. AMENDMENTS.**

The power to alter, amend, or repeal these by-laws and adopt new by-laws shall be vested in the Executive Board; provided, however, that such alteration, amendment, repeal, or adoption shall be subject to repeal or change by action of the members in the event same is submitted by the Executive Board to a vote by the membership.

**SECTION 8.8. COMMITTEES.**

The Executive Board may establish such standing and special committees and delegate to such committees those responsibilities and duties as the Executive Board shall determine are in the best interests of the corporation. The chairperson of each committee so established shall be both a member of the Executive Board and a member of the corporation.

**SECTION 8.9. TERMINATION OF AND RE-ADMISSION FOR MEMBERSHIP.**

Any member who is ineligible for membership or whose membership was suspended or expelled shall have her membership terminated for a period of at least one year, up and until the next Annual Member Meeting of membership. By affirmative vote of two-thirds of all members present at that annual membership meeting, the membership may vote to re-admit a member previously ineligible, suspended, or expelled under any conditions approved by a majority of the Executive Board.

**SECTION 8.10. CONDUCT OF MEETINGS.**

All meetings of the members and of the Executive Board of the corporation shall be conducted in accordance with Robert's Rules of Order, Newly Revised Edition.

**SECTION 8.11. SEVERABILITY.**

The invalidity of any provision of these by-laws shall not affect the other provisions hereof, and in such event these by-laws shall be construed in all respects as if such invalid provision were omitted.

[END BY-LAWS OF WACH]

Last updated 03/29/2012