



AFFILIATE AGREEMENT

Vermont State Amateur Hockey Association

This agreement, made and entered into this 14 day of October, 2022, by and between USA Hockey Inc., a District of Columbia nonprofit 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 Vermont State Amateur Hockey Association, a non-profit corporation with its principal place of business located at St. Albans, Vermont (hereinafter to be referred to as "Affiliate"), for and in consideration of the mutual covenants and agreements herein contained. Capitalized terms not defined herein shall have the meaning set forth in the USA Hockey Bylaws.

Whereas, USA Hockey is the national governing body for the sport of amateur ice hockey, as designated by the United States Olympic & Paralympic Committee ("USOPC") pursuant to the Amateur Sports Act of 1978, (the "Sports Act"), 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 and subject to 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, in consideration of the foregoing recitals and the mutual promises and covenants below, intending to be legally bound hereby, USA Hockey and Affiliate hereby agree as follows:

I. JURISDICTION

USA Hockey hereby grants to Affiliate, subject to the limitations contained herein, the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey and the IIHF, 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 Vermont, in each case as follows:

- A.** To assess and charge a reasonable team and/or individual fee for members within its jurisdiction ("Affiliate Fees"), in addition to the regular USA Hockey fee. Affiliate Fees for

the previous season shall be held by and for the benefit of the individual members of the Affiliate and reported in writing to the Executive Director of USA Hockey on or before May 1 of each year.

- B.** To operate fundraising 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 fundraising 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 or the subsequent review of the appropriate Council of USA Hockey, reasonable regulations governing eligibility of members for playoff competition leading to USA Hockey national tournaments to be submitted to USA Hockey within 30 days after adoption of or changes to such policies of the Affiliate. This includes the establishment and collection of reasonable fees for such playoffs, such fees to be submitted for review at or before USA Hockey's Annual Meeting.
- 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, subject to any rights and obligations it may have under the Sports Act, or the Bylaws or directives of the USOPC, 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 Vermont State Amateur Hockey Association, 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 Vermont State Amateur Hockey Association. Further, the Vermont State Amateur Hockey Association (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 & 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 Vermont State Amateur Hockey Association, an Affiliate Association of USA Hockey, Inc., shall indemnify and hold harmless USA Hockey, and each member of its Board of Directors, USA Hockey Congress, and all councils, committees and sections, and all other elected, appointed, employed or volunteer representatives of USA Hockey (collectively

referred to as "USA Hockey Representatives") from any and all claims, liability, judgments, costs, attorneys' fees charges and expenses whatsoever, arising from the acts and omissions of Vermont State Amateur Hockey Association, except to the extent (i) that USA Hockey or a USA Hockey Representative(s) caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional misconduct 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 Vermont State Amateur Hockey Association understands and acknowledges that USA Hockey and each USA Hockey Representative(s) 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, which process may (pursuant to USA Hockey Bylaw 3.D.) allow for such votes to be cast through a representative. 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 or through a representative shall be stated in writing and shall be subject to the approval of the Board of Directors of USA Hockey.

D. Annual Meetings

Any action(s) or policies 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 Due 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, as determined by the USA Hockey Board of Directors.

F. Publication of Constitution and Bylaws

Affiliate shall annually distribute to its members, or make readily available, 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 Sports Act, 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, consistent with USA Hockey rules, regulations and bylaws, and any requirements of the USOPC, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official as a condition of declaring such individual ineligible to participate.

H. Insurance

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 policies maintained by USA Hockey. USA Hockey shall inform Affiliate of the limits of its policies, and of the changes to those limits which may be made by USA Hockey at its sole prerogative. Affiliate retains the right to obtain additional insurance coverages if it desires, 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, or its representatives.

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. Safe Sport and Background Screening

The Affiliate shall adopt and enforce policies prohibiting child abuse, sexual misconduct, physical misconduct, emotional misconduct, bullying, threats, harassment, and hazing as described in the SafeSport Code adopted by the U.S. Center for SafeSport (the "Center") and the USA Hockey Safe Sport Program Handbook, each as may be amended from time to time. The Affiliate will further adopt and enforce policies to incorporate protections to reduce the risk of potential abuse and misconduct as described by the Center and the USA Hockey Safe Sport Program Handbook (e.g., "One on One Interactions Policy," "Locker Room Policy," etc.) as may be amended from time to time. All policies must meet the minimum criteria established by the Center and USA Hockey and must also meet the requirements of state or local law applicable to the Affiliate.

The Affiliate shall also require that it and each of its Member Programs and Participants comply with the aforementioned policies, as well as all training, reporting, and investigation requirements described by the Center and the USA Hockey Safe Sport Program Handbook and shall comply with any audit conducted by the Center or USA Hockey regarding these Safe Sport requirements.

The Affiliate shall adopt a policy requiring background screens for its Participants in accordance with the USA Hockey Background Screen Policy as described in the USA Hockey Safe Sport Program Handbook.

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, 2022, to August 31, 2023 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 USA Hockey Bylaw 10 and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate, according to any applicable requirements of USA Hockey Bylaw 10.

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

And to the General Counsel at the same address.

(2) Vermont State Amateur Hockey Association

Attn: President

Address: 30 Smith Street, St. Albans, VT 05478

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

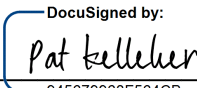
This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

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 14th day of October, 2022.

USA HOCKEY, INC.

By  Pat Kelleher
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Pat Kelleher, its Executive Director

Pat Kelleher

10/6/2022

Printed Name

Date

VERMONT STATE AMATEUR HOCKEY ASSOCIATION

By DocuSigned by:
John Cioffi
8E8FF9A5DE1645B... _____

John Cioffi, its President

John Cioffi

10/14/2022

Printed Name

_____/_____/_____
Date