

BYLAWS OF Cougar HOCKEY CLUB

ARTICLE I NAME OF ASSOCIATION

Section 1: NAME: The name of this amateur hockey association shall be the Grand River Cougar Hockey Club and shall be referred to in these Bylaws as the "Club."

ARTICLE II PURPOSES OF CLUB

Section 1: PURPOSES: The purposes of the Club are:

- To provide an organization that offers the opportunity for all participants to enjoy the game of ice hockey.
- To provide an environment that promotes fun, safety, good sportsmanship and equal opportunity for all participants.
- To provide an environment that promotes positive growth, self-esteem and respect for teammates, coaches, opponents, referees and other officials, ice arena facilities, families and the game of hockey.
- To focus on development of skills and knowledge of the game for all participants.
- To work together with referees and off-ice officials to teach and enforce the rules of the game.
- To associate with USA Hockey and the Michigan Amateur Hockey Association ("MAHA") and their member organizations, and to comply with the rules and regulations of those organizations.

ARTICLE III MANAGEMENT OF CLUB

Section 1: MANAGEMENT OF CLUB: The conduct and affairs of the Club shall be managed by a Manager appointed by San Marino Capital Partners, LLC (the "Managing Member"). The Manager shall serve at the pleasure of the Managing Member. Officers of the Club shall be appointed by the Managing Member.

Section 2: RESPONSIBILITIES OF MANAGER: The Manager shall have the following responsibilities:

- Maintain a good working relationship with USA Hockey and MAHA and ensure that all teams and individuals adhere to the rules and standards of those organizations.

- Maintain a good working relationship with referee associations, to ensure proper teaching and enforcement of all rules of play, and to promote the positive growth of the referee association members.
- Organize and conduct the Club's player and team registrations.
- Organize and provide a schedule encompassing all practice ice, league and playoff ice as required, and ensure that ice is distributed fairly to all teams.
- Develop and implement ongoing coaching education program for house and travel coaches.
- Establish monthly coach meetings, create the agenda and preside over these meetings.
- Interview and select the Recreational (B) and Competitive (A, AA) head coaches and assistant coaches.
- Oversee, order and maintain all Club equipment needs, including goaltending equipment, pucks, water bottles, coaching necessities, etc.
- Design and implement the Recreational Division (B) team selection process and submit team selection rules to MAHA annually.
- Oversee all division team selections and ensure compliance with rules.
- Enforcement of all Club rules and regulations, policies and procedures.
- Coordinate all new season registration of Club members.
- Coordinate all new season individual and team registrations with team managers and USA Hockey/MAHA.
- Coordinate all in-season roster moves with team managers and USA Hockey/MAHA.
- Coordinate all collections and refunds of player registration fees and dues.
- Communicate with parents, players, coaches, managers and officials on all matters pertaining to the Club via telephone, e-mail, fax, newsletter, bulletin board, internet and/or advertising.
- Coordinate and communicate all ice scheduling matters with the arena, teams and players.
- Maintain files on all teams and team personnel throughout the season.

Section 3: DUTIES OF COACHES: All coaches and assistant coaches serve at the pleasure of the Club, and shall have the following duties:

- Head coaches shall create and follow a detailed set of team rules, which shall be submitted to the Hockey Operations Manager for approval.
- Hold a team parent meeting and supply each parent with a copy of the approved team rules before the first scheduled practice. The Hockey Operations Manager shall be notified of the date, time and location of this meeting.
- Become familiar with and comply with all USA Hockey, MAHA and Club rules and regulations.
- Follow all applicable team selection rules.
- Shall inform the Manager and player parents in writing of any and all disciplinary actions taken against any team player or staff member by MAHA.
- Assist in Club functions from time to time.
- Treat arena staff, referees and other officials in a professional manner and observe arena curfews at all times.

ARTICLE IV MEMBERSHIP

Section 1: REGISTRATION WITH USA HOCKEY AND MAHA: All players, coaches, managers and teams must be registered and in good standing with USA Hockey and MAHA. Team registration with USA Hockey and MAHA shall begin on August 15th prior to the commencement of the season.

Section 2: MEMBERSHIP: Membership shall be open to all geographic residents within the Club's local boundaries as well as residents of other areas. However, the number of teams and roster positions available shall be determined by the Club, based on such factors as the number of participants and availability of ice time.

Section 3: EQUAL OPPORTUNITY: The Club 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.

Section 4: RECREATIONAL HOCKEY (B) PROGRAM: Teams will be administered at the Recreational (B) level at all age groups each year consistent with USA Hockey and MAHA rules and as warranted by participants and availability of ice time.

Section 5: COMPETITIVE HOCKEY (TIER II A, AA) PROGRAM: Teams will be administered at the Tier II (A, AA) level at all age groups each year consistent with USA Hockey and MAHA rules and as warranted by participants and availability of ice time.

Section 6: TEAM ROSTERS: Rosters shall be established at the start of the season in compliance with Club and USA Hockey/MAHA rules. Once a roster is established, a player may be added or removed from a team or the Club only with the written approval of the Manager.

Section 7: DISCIPLINE: The Club shall have the ability to suspend any player, parent, coach, assistant coach, or team manager for violations of the Club's Bylaws or rules and regulations, or for conduct which the Club deems improper. Prior to the Club sanctioned suspension of membership, the member shall have a hearing with the Managing Member and Manager, unless a suspension is deemed immediate as set forth in Bylaw 10.C. Following USA Hockey Bylaw 10, all members who are suspended or expelled have the right to appeal and request an Arbitration Procedure (as set forth in Bylaw 10.G) Termination and/or suspension of membership does not relieve the terminated or suspended member from any obligations for charges incurred, services or benefits actually rendered, dues, assessments, or fees arising from a contract or otherwise.

Section 8: GRIEVANCE RESOLUTION:

Active Members with an issue or problem pertaining to a particular situation, an aspect of the hockey season, a particular team, the Club, or other issues are recommended to follow the below guidelines:

1. The "24 hour rule" – that is to wait for a period of 24 hours to further consider both sides of the given situation, prior to initiating contact. If the Member chooses to continue moving forward the following procedures need to take place, and are suggested to take place in writing.
 - a. Discuss the issue with the head coach/manager. They will gather the pertinent information and make a decision.
 - i. If the Member is not satisfied, or it involves the head coach/manager, the concern should be brought to the attention of the Cougar Hockey Club Hockey Director. The Director will gather the necessary information and speak with the involved parties. From there a decision will be made which is binding and final.

Section 9: ABUSE: Sexual and physical abuse of participants is prohibited. The Club shall adopt policies which meet criteria established by USA Hockey and MAHA which at all times are subject to applicable law.

Section 10: PAYMENTS: All members shall execute a Player Agreement. The Player Agreement shall outline terms of membership and payment of dues and fees consistent with the rules of the Michigan Amateur Hockey Association. Absent any other provision regarding payment obligations, any member requesting and granted a release will be responsible for dues and fees as follows:

1. After Player Agreement is signed but in advance of player participating in any activities with the team player is responsible for \$300.
2. Through September 15, player is responsible for 25% of total yearly fee stated in Player Agreement.
3. Through October 15, player is responsible for 50% of total yearly fee stated in Player Agreement.
4. Through November 15, player is responsible for 75% of total yearly fee stated in Player Agreement.

5. Through December 15, player is responsible for 100% of total yearly fee stated in Player Agreement.
6. Participants and/or legal guardians are also responsible to pay in full for any equipment/apparel ordered for the benefit of the participant.

Any member in arrears for dues, ice bills or other indebtedness, shall be notified by electronic mail and phone by the Administrative Manager at their last known electronic mail address and phone number. If the amount is not paid in full by the date specified in the notice, the Club may suspend the player until the financial obligation is satisfied. A player suspended for non-payment of dues, or other indebtedness, may, upon payment of the full amount due, at the discretion of the Club, be reinstated.

If the debt is not satisfied the following procedures will be implemented:

1. The Club will deliver written notice via electronic mail to the participant or his or her legal guardian that includes (a) the nature of the delinquent fees, (b) the amount due and owing to the Club, (c) notification that the participant or his or her legal guardian must notify the Club within 30 days of the receipt of the notice if there is an objection to the financial obligation, and (d) notification that if the full amount is not paid within the 30 day period, then the Club will may at its discretion seek to enforce the financial obligation and have the participant deemed ineligible throughout the MAHA.
2. If the debt is paid or a written agreement is entered into then the participant is eligible to participate in the Club and/or all USA Hockey programs.
3. If the debt has not been paid or otherwise resolved and the Club has not received written notice from the participant or his or her legal guardian that it disputes the financial obligation, then the Club may request that MAHA deem the participant to be ineligible to participate in any program within the MAHA. This request will be made to the MAHA President or VP of Appeals within 10 days of the expiration of the 30 day period.
4. If the debt has not been paid or otherwise resolved and the Club has received written notice from the participant or his or her legal guardian that it disputes the financial obligation, then the Club may request that MAHA deem the participant to be ineligible to participate in any program within the MAHA. This request will be made to the MAHA President or VP of Appeals within 10 days of the expiration of the 30 day period.

Section 11: INDEMNIFICATION RE: MAHA: The Club shall indemnify and hold harmless MAHA, the Board of Directors of MAHA and each member thereof, the Executive Committee of MAHA, and each member thereof, councils and committees of MAHA and each member thereof, and all other elected, appointed, employed or volunteer representatives of MAHA from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of the Club, except to the extent (i) that MAHA 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 MAHA. Further, the Club acknowledges that MAHA 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.

Section 12: INSURANCE: The Club shall, at all times throughout the term of this Agreement, to be covered by the general Club liability insurance policy and the directors and officers' liability insurance maintained by USA Hockey. The Club retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name MAHA as an additional insured thereof.

**ARTICLE V
AMENDMENTS TO BYLAWS**

Section 1: These bylaws may be reviewed, amended and voted on annually by the Managing Member and its active officers. Bylaws will then be posted publicly for member's review.