

**SAN DIEGO HEARTBREAKERS  
BYLAWS - ADDENDUM A  
RULES AND REGULATIONS GOVERNING MEMBER ASSOCIATIONS OF CALIFORNIA AMATEUR  
HOCKEY ASSOCIATION**

**A1.0 REGISTERED MEMBER ASSOCIATION**

**A1.1 Status:** A properly Registered Member Association is the non-exclusive organization authorized ("Member Association" has as its meaning the definition contained in the Bylaws of the California Amateur Hockey Association, herein "CAHA") by CAHA to develop players and teams and conduct the affairs of CAHA in order to promote the sport of amateur ice hockey under its ice hockey program (herein "Participant Program").

**A2.0 AUTHORITY-JURISDICTION**

**A2.1 Authority**

**A2.1.1 Separate Organization:** Each Registered Member Association of CAHA is and shall be an independent and separate organization or entity distinct from CAHA.

**A2.1.2 Conduct Of Its Affairs and Programs:** Each Registered Member Association is the organization which shall have initial, primary authority and responsibility to conduct its affairs and programs; including, at a minimum, the conduct of its directors, officers, players, parents, coaches, minor officials, administrators, fans, participants, and members within its Participant Program.

**A2.1.3 Annual Basis:** Each Registered Member Association's authorization shall be granted on an annual basis, and application shall be made annually by a Member Association to CAHA for registration prior to commencement of its Participant Program.

**A2.1.4 Subject to CAHA and USA Hockey:** Each Registered Member Association's authority is subject to the obligations and restrictions contained in the Bylaws and Rules of CAHA and USA Hockey and, specifically, in this Addendum A to the Bylaws of CAHA. The Bylaws, Rules and Regulations of CAHA and USA Hockey and their decisions shall take precedence over and supersede all similar governing documents, authority and/or decisions of a Registered Member Association. Each Registered Member Association shall abide by and act in accord with the Bylaws, Rules and Regulations and decisions of CAHA and USA Hockey.

**A2.2 Fees and Fund-raising:** A Registered Member Association is authorized to do the following:

**A2.2.1 Fees:** to assess and charge a reasonable fee for participants/members within its Participant Program, in addition to any regular CAHA and USA Hockey fees; the amount of any charge shall be communicated in writing to each participant/member prior to tryouts and the undertaking of any obligation by the participant/member. CAHA may request a report of the fees charged by Registered Member Association to its participants who shall remain confidential, and Registered Member Association shall promptly provide the report on request.

**A2.2.2 Fund-raising:** to operate fund-raising programs to support its functions as a Registered Member Association of CAHA, including special charges on paid-gate tournaments, games or events sponsored by the Registered Member Association but not on events sponsored by CAHA, nor may such events conflict with CAHA or USA Hockey events, unless specifically authorized by CAHA or USA Hockey.

**A2.2.3 Other Authorized Services:** to perform and/or provide other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as a Registered Member Association of CAHA in the Registered Member Association's Participant Program.

**A3.0 CAHA COOPERATION**

**A3.1 CAHA Recognition of Teams:** CAHA will accept and register only those individuals and teams within Registered

Member Association's Participant Program which hold and continue membership in good standing with Registered Member Association.

**A3.2 CAHA Cooperation:** CAHA will cooperate with and assist Registered Member Association in the administration of the sport of amateur ice hockey within Registered Member Association's Participant Program, when such cooperation and assistance is deemed necessary and/or advisable by CAHA. It is understood by each Registered Member Association, however, that primary and initial responsibility is with the Registered Member Association, and that CAHA has no duty to assist in, advise or manage a Registered Member Association's affair.

**A3.3 CAHA Name:** Registered Member Association shall have no right to the use the name California Amateur Hockey Association, CAHA, or their logos ("CAHA Names") and shall not use CAHA Names or any affiliations with CAHA except as approved in writing by CAHA.

#### **A4.0 BYLAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY Registered Member Association**

**A4.1** Bylaws or General Guidelines: Registered Member Association shall have written Bylaws, Rules and Regulations, or General Outlines of the method of governance and authority of the Registered Member Association.

**A4.2** Operating Policies, Rules, and Regulations: Registered Member Association shall have written Operating Policies, Rules, Regulations and Policies that will inform the participant/members or any potential member of the organization of its day-to-day operating procedures, including any concept that Registered Member Association wishes to enforce, and it shall make them reasonably available to its participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts.

#### **A5.0 ORGANIZATIONAL STRUCTURE OF REGISTERED MEMBER ASSOCIATIONS**

**A5.1 Organizational Structure:** Registered Member Association shall have an organizational structure described in writing on a REGISTRATION FORM provided by CAHA prior to commencement of its Participant Program. The REGISTRATION FORM shall be provided in connection with application for membership in USA Hockey.

**A5.2 Corporation/501(c) (3) Status:** It is strongly suggested, but not required, that Registered Member Association have a corporate structure and always maintain a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

**A5.3 Certification:** The REGISTRATION FORM shall be signed by an authorized agent of Registered Member Association who shall acknowledge that all Officers, Directors, or Managing Agents have read the REGISTRATION FORM, CAHA Bylaws, Rules and Regulations and understand their obligations.

#### **A6.0 GOVERNANCE**

**A6.1 Government and Responsibility:** It is recommended that the government and authority of Registered Member Associations be vested in a Board of Directors composed of at least five representatives, as determined by Registered Member Association, who should be representative of the Registered Member Association and its programs and fundamentally fair to all the participant/members of the Registered Member Association. It is recommended that there be multiple representatives for each level of the Registered Member Association's program. The burden of showing fundamental fairness to participants shall be on the Registered Member Association. It is recommended that the terms of directors and officers be staggered. If a Managing Agent or Officers operate the Participant Program, the above responsibilities shall be equally applicable to them.

**A6.2 Annual Meetings:** The Registered Member Association shall hold an annual meeting of its participants/members and provide reasonable notice to its participants/members.

**A6.3 Communication:** The Registered Member Association shall establish reasonable methods of communication with its participants.

## **A7.0 MINIMUM PRINCIPLES**

- A7.1 Registered Member Association Reflect Principles:** Registered Member Association's organization, structure, policy, bylaws, and/or operation of Registered Member Association shall reflect, and shall not violate, the following principles:
- A7.2 Team/Player Membership:** All registered teams, player, and coaches of Registered Member Association, as a condition of membership in good standing with Registered Member Association, shall also be required to be "Registered Team Members," players, and coaches in good standing of CAHA and USA Hockey.
- A7.3 Overview of Program:** Registered Member Association shall prepare and distribute to its participants an overview of its program, including its philosophies and associations (i.e., with learn to skate or Initiation Programs) the teams, ice times, team selection, team and individual fees and costs, income, and expenses, how team and individual fees and costs were determined, Grievance and Disciplinary Procedure. This Overview shall be available and provided to potential participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts.

### **A7.4 Financial Reports/Dues and Assessments**

- A7.4.1 Financial Stability:** Registered Member Associations shall maintain financial responsibility.

The following shall apply to each Nonprofit Registered Member Association, except those Registered Member Associations that are sponsored by a licensed educational institution or a governmental body:

- A7.4.2 Budget:** Each Non-Profit Registered Member Association shall provide to its membership (and make available to CAHA) an initial budget and provide it to its potential participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts. This budget shall include, at a minimum, the form and detail set out on a BUDGET FORM provided by CAHA as part of the REGISTRATION process.
- A7.4.3 Annual Financial Report:** Each Nonprofit Registered Member Association shall also prepare an annual report of operations with a copy to CAHA and make it available to its members within sixty (60) days of the end of its hockey season. CAHA's treasurer shall maintain the confidentiality of such data and it shall not be disclosed to any person other than CAHA's Officers or Directors who shall use such information for purposes only related to the affairs of CAHA.
- A7.4.4 Fees, Dues and Assessments:** All fees, costs, dues, and assessments by all Registered Member Associations, Profit or Non-Profit, shall be reasonable in relation to the programs it offers to its members/participants.
- A7.4.5 Detailed Financial Statements/Fiscal Responsibility:** Each Nonprofit Registered Member Association shall prepare detailed financial statements in form and substance that shows fiscal responsibility and control, and which shall be available to CAHA on request. The detailed financial statements of the Registered Member Association shall be reasonably available to its participants. Reasonably available financial statements shall mean to make the books and records available to participants upon a written request and a reasonable time and place for any participant interested to come and view the statements with the Registered Member Association Treasurer (or someone reasonably knowledgeable of the statements) present to answer reasonable inquiries but not more than every two months during the hockey season without charging a reasonable fee.
- A7.5 Publication of Constitution, Bylaws, Rules, and Regulations:** All Registered Member Associations shall make their constitution, by-laws, or other governing documents, including all amendments, available to its members and to CAHA. Copies shall also be available upon reasonable request.

### **A7.6 Equal Opportunity:**

- A7.6.1 Advise CAHA:** In the event of any allegation of discrimination, Registered Member Association shall

notify the CAHA Disciplinary and Review Committee in writing immediately upon knowledge of such allegation and keep CAHA advised in writing (including, but not limited to, any action taken or recommended).

#### **A7.7 Abuse:**

**A7.7.1 Advise CAHA:** In the event of any allegation of abuse including, but not limited to, sexual, physical, or mental abuse, Registered Member Association shall notify its designated Screener as that person is identified in CAHA's Screening and Abuse Policy in writing immediately upon knowledge of such allegation.

**A7.8 Grievance/Suspension Resolution:** Each Registered Member Association shall provide a grievance and discipline procedure for the prompt and equitable resolution of grievances and discipline of its members by either adopting its own, CAHA's, or USA Hockey's. This procedure shall include a channel of communication, such as a Rules & Ethics Committee, fair notice, and opportunity for a hearing to any amateur athlete, coach, parent, trainer, manager, administrator, or official before declaring such individual ineligible to participate, except for violation of playing rules and as set out in the Rules of CAHA and USA Hockey or as required by law.

**A7.9 Turnover Files:** Registered Member Association shall use reasonable efforts to prepare, maintain and make available "turnover" files for each of its operations with the intent of smooth transitions of personnel.

**A7.10 Indemnity:** By registering with CAHA, each Registered Member Association agrees to indemnify, defend and hold CAHA harmless from any and all claims, expenses, liability, judgments, attorneys fees, charges, or costs arising from the acts and omissions of Member Association except to the extent (i) CAHA caused such claims, expenses, liability, judgments, attorneys fees, charges, or costs by its own active (but not passive) negligence or intentional acts or willful misconduct; or, (ii) that such acts were the direct result of compliance with the Articles of Incorporation, Constitution, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey or CAHA.

#### **A8.0 AVAILABILITY OF ICE**

**A8.1 Show Availability:** Registered Member Association shall be able to show sufficient availability of ice to support its program and promote that program in accordance with the Bylaws and Rules of CAHA and USA Hockey.

**A8.2 Ice Contracts:** Registered Member Association should have each ice contract it anticipates entering into or enters into reviewed by the USA Hockey Risk Manager for the Pacific District prior to entering into each contract.

#### **A9.0 INSURANCE**

**A9.1 General Liability:** Registered Member Association shall, at all times, obtain and be covered by the general liability insurance policy maintained by USA Hockey. The limits of that policy may be made by USA Hockey at its sole prerogative. Registered Member Association may also obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name CAHA as an additional insured of any such policy. By purchasing and maintaining the USA Hockey general liability insurance policy, USA Hockey and CAHA do not assume, and indeed disclaim, any liability for any actions or omissions of Registered Member Association.

**A9.2 Officer's and Director's Liability:** Registered Member Association should use reasonable efforts to purchase, acquire or provide, and maintain in full force and effect at all times, and (to the extent such insurance is not obtained through USA Hockey) name USA Hockey and CAHA as an additional insured under any such policy.

#### **A10.0 COOPERATION IN ANY LITIGATION**

**A10.1 CAHA and Registered Member Association Cooperation:** CAHA and Registered Member Association shall reasonably cooperate with each other in any litigation and provide reasonable support in connection with that cooperation, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require CAHA to incur any out-of-pocket expenses not reimbursed by Registered Member Association.