

CONSTITUTION

BY-LAWS

RULES & REGULATIONS

RHODE ISLAND AMATEUR HOCKEY ASSOCIATION

2008/2009

CONSTITUTION
RHODE ISLAND AMATEUR HOCKEY ASSOCIATION

ARTICLE ONE: NAME

This organization shall be called the Rhode Island Amateur Hockey Association, RIAHA.

ARTICLE TWO: PURPOSE

This organization shall be a non-profit affiliate of the Amateur Hockey Association of the United States, USA Hockey, and the New England District thereof. As such, RIAHA shall dedicate itself to the best interests of amateur hockey, with particular emphasis on the organization, promotion, regulation and development of youth hockey in Rhode Island; and the mental, moral and physical development of our youth.

ARTICLE THREE: MEMBERSHIP

Any hockey association, team, or individual shall be eligible for membership in RIAHA, and upon compliance with this constitution, the By-laws and the rules and regulations of USA Hockey and RIAHA shall be deemed a member in good standing.

ARTICLE FOUR: DUES

Dues shall be payable by each member at a time and in the amount prescribed by the By-laws.

ARTICLE FIVE: GOVERNMENT

This organization shall be governed by its membership associations, MA, as defined by and in accordance with the By-laws. The MA shall, in accordance with the By-laws, at the annual meeting elect the President of RIAHA, who shall serve a term of one year. Upon adoption of this constitution, the MA's shall elect twelve directors, four of which shall serve a term of three years, four others of which shall serve a term of two years, and the remaining four shall serve a term of one year; and each succeeding year four directors shall be elected to serve a term of three years each. The president, registrar, and the twelve directors shall comprise and serve collectively as the Executive Board, EB. The EB shall, from its membership elect a vice-president, a treasurer, a secretary, or a treasurer-secretary, who shall serve a term of one year.

ARTICLE SIX: EXONERATION FROM PERSONAL LIABILITY

The RIAHA hereby consents and declares that each officer and member of the EB, chairmen and members of all committees, and all elected or appointed officials in any capacity shall be deemed to have assumed office or assignment on the express understanding, agreement and condition that each one of them and his/her heirs, executors and administrators, estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of RIAHA from and against all liabilities, judgments, costs, charges and expenses whatsoever which such members sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her for and in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his/her office and also from and against all other costs, charges and expenses which he/she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his/her own willful neglect or default.

ARTICLE SEVEN: AMENDMENTS

Amendments or alterations to this Constitution shall be made only at the annual meeting after specific notice in writing to each officer, director and MA of the proposed amendments or alterations at least sixty days prior to the annual meeting and then only by a two-thirds majority of the MA.

ARTICLE EIGHT: BY-LAWS AND RULES AND REGULATIONS

Adoption of the By-laws and the rules and regulations of RIAHA may be made at any meeting after specific notice in writing to each MA at least thirty days prior to said meeting and then only by a two-thirds majority of the MA. Upon adoption, the By-laws and the rules and regulations may be amended, revised or repealed only in accordance with the provisions of the By-laws.

BY-LAWS
RHODE ISLAND AMATEUR HOCKEY ASSOCIATION

BY-LAW ONE: MEMBERSHIP ASSOCIATION

1. A membership association, MA, is an organization that sponsors and assumes full responsibilities for the direction of a minimum of three teams that participate in the state league, two of these teams being of different age classification.
2. Organizations desiring to become an MA may apply to the President of RIAHA in writing, stating their qualifications. The President shall, upon receipt of this application, notify each MA that a general meeting shall be held within thirty days to act upon this application. The President shall present this application at this general meeting for approval or rejection, with a majority vote of the MA required for acceptance.

BY-LAW TWO: ASSOCIATE MEMBERS

1. Organizations not eligible to become an MA, individual teams and individuals themselves may participate in all activities of RIAHA upon the recommendation of the president and approval of the MA. Participation shall include the right to attend all RIAHA meetings, but shall not include the right to vote.
2. An MA that fails to qualify as such under By-law One, Section 1 in any one year from a start of the official season, or during that season, shall have its voting rights as an MA suspended until such time as it again qualifies.
3. All references to the MA in these By-laws and in the rules and regulations shall apply to all other associates in the same manner, except and excluding any references to voting or to the right to vote.

BY-LAW THREE: REGISTRATION AND DUES

1. The annual dues for each MA and each associate member shall be determined by the EB and shall be paid at the September meeting.
2. Each team of each MA must be registered on the forms that shall be furnished to each MA by the registrar. These forms shall be properly completed and signed by each MA and returned to the registrar, together with the prescribed fees, by the date designated by the registrar.
3. Each player of each team of each MA must be registered on the roster forms that shall be furnished to each MA by the registrar or USA Hockey. These forms shall be properly completed and signed by each MA and returned to the registrar by the date designated by the registrar.
4. All players, coaches, team/league officials must be USA Hockey registered.
5. The EB shall suspend the voting rights of any MA that has failed to pay its prescribed fees and dues within thirty days of the due date of these fees or dues.

BY-LAW FOUR: POWERS AND DUTIES OF OFFICERS

1. The President shall preside at all meetings of RIAHA and at all meetings of the EB. He shall appoint all committees and delegate the various duties as prescribed herein. The President shall perform all executive and administrative duties that would normally fall within the scope of his office.
2. The Vice-President shall preside at all meetings of RIAHA and all meetings of the EB in the absence of the President. He shall assist the President in the performance of his office in the manner and way prescribed by the President. The Executive Vice-President shall assume on a temporary basis the office and duties of the President in the case of prolonged illness or absence, death or other emergency so declared by the EB.
3. The directors shall serve as coordinators of the various classifications of RIAHA as appointed by the president, and shall perform other duties that they may be called upon to perform by the President.
4. The Secretary shall keep all the records of RIAHA, compile the minutes of each meeting, conduct the roll calls, verify quorums, notify each MA in timely fashion of meetings, conduct all correspondence and perform the duties usual to this office. Upon the completion of his term of office he shall render to his successor all records in his possession.
5. The Treasurer shall receive all funds due RIAHA, deposit such funds in a manner prescribed by the EB, and pay all obligations of RIAHA as approved by the EB. The Treasurer shall make a financial report at each meeting of RIAHA, and he shall at the annual meeting submit to the membership a written financial report that shall include all financial activities that have transpired since the previous annual meeting. Upon the completion of his term of office he shall render to his successor all monies and financial records in his possession. The Treasurer shall be bonded in an amount and matter prescribed by the EB, and the fees for such will be an obligation of RIAHA.

6. The Registrar shall distribute and collect all forms and registrations of RIAHA and USA Hockey, keeping appropriate records of such and dispatching those forms requiring transmittal to their proper destination. He/she shall also perform such other duties as he/she may be called upon by the president.

BY-LAW FIVE: POWERS AND DUTIES OF THE EXECUTIVE BOARD

1. The EB shall administrate RIAHA in accordance with the constitution and the By-laws and rules and regulations, and the EB shall have the responsibility and duty in interpreting and enforcing the Constitution and the By-laws and rules and regulations.
2. The EB may impose and enforce penalties for infractions or violations of the Constitution and the By-laws and Rules and Regulations, and the EB may remove, reduce or remit such penalties upon a hearing or an appeal.
3. The EB may suspend or remove from office for cause, by a two-thirds vote of the entire board, an officer, provided that that officer has had a hearing before the EB.
4. The EB may temporarily fill, until the next succeeding election, any vacancy in office caused by resignation, death, expulsion or removal from office.
5. The EB shall have access upon demand to all books, records, vouchers, receipts and correspondence that pertain to the finances and operations of RIAHA.
6. The EB may call a general meeting of the MA. Upon refusal of the President to do so, if two-thirds of the entire EB so vote.
7. The EB shall be the ultimate board of appeal in case of dispute or ruling by any officer, committee or by any MA itself. A quorum of seven members shall constitute a meeting of the EB, unless specified otherwise herein.

BY-LAW SIX: GOVERNMENT

1. By virtue of his/her off ice, the President of each MA shall be the delegate to represent his MA at any RIAHA meeting. Each MA shall submit to the Secretary the name, address and telephone number of their delegate and two alternate delegates. Only one delegate from each MA shall be recognized at any meeting.
2. Notification of each general meeting and the annual meeting shall be made to the delegate of each MA by the Secretary at least two weeks in advance of that meeting. The Secretary shall, in this notification, provide an agenda where known. A special meeting, at the discretion of the President, may be called at any time.
3. Unless specified elsewhere in the Constitution, By-laws or Rules and Regulation, a quorum shall consist of at least 51 % of the MA. Proxies shall not be allowed.
4. Each MA shall be allowed one vote on each and any matter brought to a vote, with a simple majority deciding unless specified otherwise in the Constitution, By-laws and Rules and Regulations.

BY-LAW SEVEN: MEETINGS

1. Meetings of RIAHA shall be held the 3rd Monday of each month at the call of the President.
2. Where not otherwise specified herein, Robert's Rules of Order shall govern the conduct of the meetings.
3. The order of business at all meetings shall be:
 - A. Call to order by the President
 - B. Roll call of the MA and the EB in attendance
 - C. Reading of the minutes of the previous meeting
 - D. Reading of the treasurer's report
 - E. Communications
 - F. Officers' reports
 - G. Announcements
 - H. Committee reports
 - I. Old business
 - J. New business
 - K. Adjournment

4. Attendance: Each MA shall be allowed up to three absences in a fiscal year. Upon the second absence a notice of warning will be sent. Upon the third absence a board hearing will be required.

5. Annual Meetings and Elections:

The annual meeting and election of officers of RIAHA will be held in May each year. Two weeks prior to this meeting, the secretary shall send Member Associations notification of the time and place where the meeting is to be held, a copy of the agenda, and the following election procedure.

Elections will be counted in the following manner: each registered participant will receive one vote. Each MA must vote all of its registered teams votes as a block, no votes will be split. The Director of the Nominating Committee shall be responsible for tallying of the votes and announcing the new Directors and President.

At the conclusion of this meeting, but before adjournment, the report of the nominating committee shall be read, nominations for president and directors accepted, and an election for president and directors for the coming year conducted. The newly elected president and directors shall assume their duties immediately upon election.

BY-LAW EIGHT: COMMITTEES

1. The president shall designate a Rules Committee that shall rule on all disputes concerning the rules and regulations of RIAHA. This committee shall be a standing committee, but its members may be changed by the president providing no member has served less than one month. The Rules Committee shall be comprised of four members from the EB and three members from the MA at large. The President shall exercise due vigilance in his selections for this committee that no MA is represented at one time by more than one member of the committee, including members from the EB.

2. The President shall designate a Nominating Committee composed of two members from the EB and three members from the MA at large. The President shall exercise due vigilance in his selections for this committee that no MA is represented at one time by more than one member on the committee, including members from the EB. The Nominating Committee shall, after due consideration of all suggestions received, place before the members at the annual meeting its recommendations for officers for the following year. The President shall designate this committee far enough in advance of the annual meeting to allow ample time for the committee to properly perform its function.

3. The President shall designate an Audit Committee that shall be empowered to delve into all financial affairs of RIAHA. The Audit Committee shall be comprised of three directors and the treasurer

4. The President may name other committees at his discretion. Such committees to undertake various duties that are outside the scope of the Rules Committee or the Nominating Committee.

BY-LAW NINE: AMENDMENTS OR ALTERATIONS

1. Amendments or alterations to these By-Laws or to the rules and regulations may be made only in the following manner:

- A. An MA may introduce in writing any general meeting an amendment or alteration. This amendment or alteration must meet the approval of a simple majority of the MA to proceed to a second hearing.
- B. Should the amendment or alteration meet approval in (A) above, then the secretary shall notify all MA in writing within two weeks of the proposed amendment or alteration. And shall further notify each MA of the next meeting to consider the proposed amendments or alterations. This meeting must be held no earlier than three weeks nor later than four weeks from the date of notification.
- C. A majority vote of the MA in attendance at the succeeding meeting shall be necessary for final passage of the amendment or alteration. Should the proposal fail passage it may not be proposed again for a period of six months from the time of the negative vote.

RULES AND REGULATION & GENERAL
RHODE ISLAND AMATEUR HOCKEY ASSOCIATION

GENERAL ONE: REGISTRATION

1. A. Each MA must hold an official registration no earlier than July 1 or later than September 21 of each year.
 - B. It is required that all players, who have registered, and who are participating in each Member Association, have a primary and permanent domicile in the state of Rhode Island, or possess the RIAHA Board of Directors or its designee's permission to play. Massachusetts's players are covered under the Rhode Island Massachusetts Player Policy. (See Appendix, A)
 - C. In cases that are necessary to determine or verify a player's domicile, the RIAHA Board of Directors or its designee will require several documents that will substantiate the player's primary and permanent home. The number and nature of the documents may vary with each case's circumstances.
2. A player may register, tryout and play with only one MA per USA Hockey season. A player may not be loaned or borrowed from one MA to another MA's travel program. A player cut from an MA's travel program and makes another MA's travel team will have an option, the following year only, to stay with the new MA or return to the original MA at no penalty.
3. It is the intent of RIAHA that a player should remain wheresoever possible with the MA that the player commenced playing with and for, progressing through each age classification that the MA may offer.

GENERAL TWO: PLAYER RELEASES

1. The RIAHA and each MA prohibits recruiting and other similar and harmful abuses of the spirit of amateur hockey. Each MA shall strictly abide by the ban on recruiting. Players, parents and coaches are encouraged to take reasonable steps to avoid transferring from one MA to another MA and to apply for a release only when necessary. A release allows a player to transfer registration from the MA that the player is registered with to another MA.
2. A player will be released provided that:
 - A. A request for a release is made in writing to the MA that the player is registered with between June 1 and July 31.
 - B. All financial obligations of the player and the player's family to the MA with which the player is registered are met.
 - C. The player has not had a previous release.
3. A request for a release shall be acted upon within 21 days of receipt of the request by the Board of Directors or the appropriate officer (s) of the MA with which the player is registered. The release must be in writing, and a copy must be sent to the state registrar within seven days after the release is granted to be effective.
4. A player released under paragraph (2) above shall not be permitted to participate in any State League game and RIAHA playoffs until after July 1 of the following year.
5. A released player shall have none of the limitations on participation described in paragraph (4) above if in the opinion of the EB of the RIAHA:
 - A. The MA with which the player is registered ceases to exist, except because of a merger; or
 - B. The player has changed residence and the change of residence is a hardship to that player and the player's family; or
 - C. A reason is deemed by the EB to exist which, for the well being of the player and the player's family, warrants a release without limitations. An example of such a reason, among others, would be a significant change in the program of the MA with which the player is registered.
6. A player seeking a release for a second or more time shall apply directly to the EB or RIAHA (care of the President of RIAHA), which has the discretion to grant or deny the request consistent with the spirit and purpose of these rules and regulations. Upon receipt of this request the RIAHA President shall notify player's previous MA.
7. A request for an unconditional release shall be sent to the President of RIAHA in writing between August 21 and September 8. Decisions of unconditional releases may be made by the RIAHA release committee between September 16 and September 30. The President of the RIAHA shall notify the player's previous MA of said request.

- A. A request for an appeal of the RIAHA release committee's decision for an unconditional release must be made in writing to the President of the RIAHA between October 1 through October 15. The EB will render a decision by October 31.

8. Any Mite C, house league or instructional player may move without penalty. Players must follow the normal release procedure listed under RIAHA RULES AND REGULATIONS-GENERAL TWO that is listed here.

It is further understood and agreed that by registering a child with this MA that the child shall be subject to and shall abide by the Constitution and By-Laws of this MA and RIAHA, a copy of which shall be made available to me or my child upon request.

GENERAL THREE: FALSE REGISTRATION

1. It shall be considered a major abuse of the spirit of RIAHA for an MA to have knowledge of or allow a player to play or register under:

- A. A false name or a false address; or
- B. A false age classification; or
- C. The name of another player; or
- D. For an MA to allow a player to play while that player is under suspension.

The President shall call a hearing before the EB within seven days of learning of such abuse, and at this meeting the MA in question shall present facts and/or evidence as to why they should not be suspended or expelled. The EB may, if it finds the MA guilty of such abuse after hearing all facts and/or evidence forfeit any or all games played by this MA, suspend for a period of time it deems suitable this MA, or expel the MA from membership in RIAHA.

GENERAL FOUR: CLASSIFICATIONS

1. Players must be amateurs and eligible to participate in RIAHA. Non-citizens of the United States may register and play in RIAHA only if permission is granted by the EB.

2. The age of the player shall be the age of the player as of December 31 of each year. The player shall be classified as follows:

YOUTH:

- A. Mites - 8 years old or younger
- B. Squirts - 10 years old or younger
- C. PeeWees - 12 years old or younger
- D. Bantams - 14 years old or younger
- E. Midgets - 18 1/2 years old or younger

GIRLS:

- A. 8 & under
- B. 10 & under
- C. 12 & under
- D. 14 & under
- E. 16 & under
- F. 19 & under

GENERAL FIVE: PETITIONS AND PROTESTS/APEALS AND HEARINGS

1. Petitions and protests concerning violations of playing rules or regulations of an MA or a participant in a hockey program shall be heard before the Rules Committee. Any petition or protest must be submitted in writing and accompanied by a certified check in the amount of \$25.00 payable to RIAHA and submitted to the President within ten days of the alleged offense. The \$25.00 shall be returned if the petition or protest is upheld by the Rules Committee.
2. Appeals of any RIAHA Board or Committee decision may be made to the RIAHA Board by the following procedure:
 - A. Appeals for consideration by the RIAHA Board of Directors must be submitted in writing to the President of RIAHA by the affected individual, individual's member association, President and/or officer. The appeal must state the reason and basis for the appeal.
 - B. The appeal must be received by the President of RIAHA within 10 calendar days of the receipt of the original decision.
 - C. The RIAHA Board shall hear the appeal within 30 days from the receipt of the appeal and accompanying fee of \$25.00. Decisions of the RIAHA Board will generally be given to the individual, member association within 7 calendar days after the hearing.
 - D. The decisions of the RIAHA Board of Directors are final.

GENERAL SIX: REFEREES

1. Each MA must engage USA Hockey sanctioned referees for each game played between that MA and another MA.

GENERAL SEVEN: TOURNAMENTS

1. An MA desiring to conduct a tournament must obtain from the Registrar the necessary forms and complete and return these forms according to the Registrar's instructions. A list of those teams participating in the tournament must be submitted to the Registrar to verify that they are properly sanctioned.
2. An MA may participate only in USA Hockey and Canadian Amateur Hockey Association sanctioned tournaments.

GENERAL EIGHT: STATE, REGIONAL AND NATIONAL PLAYOFFS

1. Each MA playing in RIAHA playoffs must, if their playoff ranking so qualifies them to do so, advance and play in the New England District playoffs.
2. Each MA playing in the New England District playoffs must, if their playoff ranking so qualifies them to do so, advance and play in the National USA Hockey playoffs.
3. In the event that an MA does participate in the RIAHA playoffs and refuses, even though qualified, to participate in either the New England District or the National USA Hockey playoffs, then that MA shall be automatically suspended from RIAHA for a period of two years from the date of refusal.
4. New England District playoffs and National USA Hockey playoffs held in Rhode Island shall be conducted in accordance with USA Hockey rules, under the control and supervision of the EB.

GENERAL NINE: INTERNATIONAL GAMES AND TOURNAMENTS

1. An MA may not play a team, or enter a tournament, with a team or teams that are based outside of the United States, regardless of where that game or games may be played, without written permission from the registrar. The Registrar must receive the request for permission to play at least 21 days before the event.

GENERAL TEN: MERGERS

1. Each MA desiring to merge with another MA must submit in writing their intention to merge for approval by the EB.
2. The merger is effective immediately upon approval by the EB and the original organizations no longer exist.

GENERAL ELEVEN: NON-REGISTERED AND SUSPENDED TEAMS

1. An MA shall not play or allow play with any team or organization that has not registered with USA Hockey or that is suspended by USA Hockey or RIAHA.

GENERAL TWELVE: SUSPENSION AND EXPULSION

Each controversy, question or dispute regarding or having an impact on amateur hockey or amateur hockey players (Dispute), except those matters pertaining to playing rules specifically provided elsewhere within RIAHA or USA Hockey By-laws or Rules and Regulations, shall be resolved solely through the administrative procedures established in the By-laws or Rules & Regulations of RIAHA and/or USA Hockey ("Disputes Resolution Procedures"). As a not for profit organization whose vital services are provided by volunteer effort, RIAHA has established this Dispute Resolution Procedure to provide an efficient, orderly, and uniform method of resolving all Disputes which utilizes the special skills expertise and background of people experienced in hockey and sports administration matters. It is the further purpose of the By-law to provide an administrative procedure that is a full and complete substitute for any court proceedings. Each person and entity within the jurisdiction of RIAHA (including each member, player, coach, official, referee, parent, guardian, agent, or other person and each affiliate member, league, team, club, sponsor, facility, or other group or organization) agrees to abide by the Dispute Resolution Procedure by virtue of their membership, affiliation or participation at any time in RIAHA or an RIAHA program, and completely forgoes any recourse to a court of law or equity regarding the matters expressly or implicate covered by the Dispute Resolution Procedures. A waiver of, or failure to exercise or participate in, any Dispute Resolution Procedure is not an exhaustion of remedies and shall not diminish or alter the requirements or authority of the Dispute Resolution Procedures. Any action, regardless of intent, which may have the effect of avoiding or impairing any aspect of any Dispute Resolution Procedures (including resort to any court or forum other than as specifically authorized in such procedures) is prohibited and shall be grounds for immediate suspension of all persons or entities participating in or abiding such action. In connection with any dispute, RIAHA (including any of its duly authorized committees) shall have the power to impose disciplinary action (up to and including suspension), in accordance with those rules established by the RIAHA Board of Directors

In the event of recourse to the courts of any jurisdiction on any matter and for any reason (and without altering the prohibition against such recourse stated above) the following principles shall prevail:

- A. the construction, interpretations, rulings procedures, decisions, and opinions of RIAHA and/or USA hockey (including their directors, officers and duly authorized personnel) shall be deferred to as being the product of their experience and judgmental expertise in amateur hockey and in the administration thereof.
- B. if there is any rational basis for the decision of RIAHA and/or USA Hockey, such decision shall be upheld, and the only question shall be, did RIAHA and/or USA Hockey act contrary to the Constitution of the United States or the State of Rhode Island; the fact that another reasonable inference or interpretation could have been made will not be grounds for over ruling or modifying a decision of RIAHA an/or USA hockey;
- C. only the evidence and theories explicitly presented to RIAHA and/or USA Hockey for consideration prior to the rendering of their decision may later be presented or considered in court;
- D. the burden of proof shall be on the party attempting to have a decision or action of RIAHA and/or USA Hockey reversed, modified or changed in any way, and said burden shall be the equivalent of the highest degree of proof required in any civil proceedings; and
- E. each party not successful in overturning in its entirety a procedure, ruling, or other decision of RIAHA and/or USA Hockey, shall pay for any fees, expenses, and other costs of RIAHA and/or USA Hockey with respect to that matter (including, but not limited to: attorneys' fees, court costs, court reporter, transcript, document and exhibit costs, fees and expenses of consultants, experts, investigators and witnesses, and in obtaining or producing materials or evidence; the transportation and other per diem or incidental expenses of each of the foregoing and of all volunteers; and, the value of each volunteers time, both in and out of court, as measured by the individuals customary work position).

Appendix

A. Massachusetts Player Policy

1. First time skaters (skaters who have not registered with a Massachusetts USA Hockey team) whose domicile is in the following communities can sign up with a RIAHA team:

Douglas	Uxbridge	Blackstone	Millville	Bellingham	Wrentham
Plainville	No. Attleboro	Attleboro	Seekonk	Swansea	Rehoboth

2. Players from the above town that have been previously registered with a Massachusetts USA Hockey program must obtain a release from the Massachusetts Registrar and also be approved by the RIAHA Board of Directors or its designee. WITHOUT A RELEASE FROM MASSACHUSETTS AND APPROVAL FROM RHODE ISLAND, A PLAYER IS NOT PERMITTED TO GET ON ANY MEMBER ASSOCIATION'S ICE FOR ANY REASON.

In approving a player from out of state to participate in RIAHA play, the player will be subjected to all RIAHA release rules. Specifically, and Massachusetts released player will not be permitted to participate in any State League games or playoffs until after July 1 of the following year.

3. All requests of this nature should be submitted to the Chairperson of the RIAHA Eligibility Committee.

4. Any requests to play in Rhode Island by any Massachusetts or any other state resident not covered by the conditions listed above must be submitted in writing to the RIAHA Board of Directors.

B. Major RIAHA Playing Rules

1. Teams must play 20 games (14 for girls) and each player must participate in at least 10 of these games to be eligible for regional and national playoffs. (USA Hockey)
2. Each player must participate in $\frac{3}{4}$ or 75% of team's RIAHA State League games to be eligible for RIAHA Playoffs. (RIAHA)
3. Players not eligible to participate in RIAHA State League games or RIAHA Playoffs for reason of conditional release may participate in regional and national playoffs. (USA Hockey)
4. Penalty Rule:

Any player receiving 4 penalties in a game (State League, exhibition, or tournament) will receive a game misconduct and must be removed from that game and the the following:

- a. First Time: must not participate in the next state league game.
- b. Second Time: must not participate in the next two state league gam
- c. Any player, for the third or subsequent time, receiving 4 penalties in a game will receive a game misconduct, and must not participate in all further USA Hockey activities until the player has appeared before the RIAHA Disciplinary Committee for a hearing. Such hear must be held within 30 days of the game.

NOTE: Refer to USA Hockey Rules for exhibition and tournament games. IT IS THE RESPONSIBILITY OF THE COACH TO NOTIFY THEIR MA AND RIAHA DIVISION COORDINATOR WITHIN 48 HOURS OF SUCH OFFENSE. THE COACH WILL BE HELD ACCOUNTABLE.

5. Fighting Penalties:

- a. First fighting penalty - any player receiving a game misconduct for fighting must be removed from that game and must sit out the next state league game.
- b. Second fighting penalty - any player receiving a second fighting penalty in any season must be removed from that game and must sit out the next three state league games.
- c. Third fighting penalty - any player receiving a third fighting penalty in any season must be removed from that game and not be allowed to participate in the RIAHA League for one calendar year from the date of the infraction. Also, the player must appear before the RIAHA Disciplinary Committee.

NOTE: Refer to USA Hockey Rules for exhibition and tournament games. IT IS THE RESPONSIBILITY OF THE COACH TO NOTIFY THEIR MA AND RIAHA DIVISION COORDINATOR WITHIN 48 HOURS OF SUCH OFFENSE. THE COACH WILL BE HELD ACCOUNTABLE

6. Game Misconducts:

- a. Any player, coach, or team official receiving a game misconduct for any reason must serve like game for like game.
- b. Any player, coach, or team official receiving a second game misconduct in any one season, in any game, must not participate in all further USA Hockey activities until the player, coach, or team official has appeared before the RIAHA Disciplinary Committee for a hearing. Such hearing must be held within 30 days of game.

Exception: game misconduct penalty for 4b, 4c, 6b

- c. Any player, coach, or team official receiving a third game misconduct in any season in any game must not participate in all further USA Hockey activities until the player, coach, or team official has appeared before the RIAHA Disciplinary Committee for a hearing. Such hearing must be held within 30 days of game.

Exception: game misconduct penalty under 4c.

NOTE: THE WORD GAME REFERS TO ANY GAME (STATE LEAGUE, EXHIBITION OR TOURNAMENT) PLAYED. IT IS THE RESPONSIBILITY OF THE COACH TO NOTIFY THEIR MA AND RIAHA DIVISION COORDINATOR WITHIN 48 HOURS OF SUCH OFFENSE. THE COACH WILL BE HELD ACCOUNTABLE.

7. Any player, coach, or team official receiving a match penalty, gross penalty, intent to injure, or penalty calling for a hearing under USA Hockey Rules (in any game) must not participate in all further USA Hockey activities until the player, coach, or team official has appeared before the RIAHA Disciplinary Committee for a hearing in accordance with the USA Hockey rules.

NOTE: THE WORD GAME REFERS TO ANY GAME (STATE LEAGUE, EXHIBITION OR TOURNAMENT) PLAYED. IT IS THE RESPONSIBILITY OF THE COACH TO NOTIFY THEIR MA AND RIAHA DIVISION COORDINATOR WITHIN 48 HOURS OF SUCH OFFENSE. THE COACH WILL BE HELD ACCOUNTABLE.

8. Any aggressive penalty (for example but not all inclusive) roughing, elbowing, high sticking, slashing, or cross checking, or major penalty that cannot be served in its entirety in a game shall be carried over to the next game. A player incurring such a penalty must serve the first five (5) minutes of the next game in the penalty box. The offending team will not skate short handed. If the infraction occurs during a State League game, the offending player must serve the penalty during the next State League game. (like game for like game)

NOTE: THE WORD GAME REFERS TO ANY GAME (STATE LEAGUE, EXHIBITION OR TOURNAMENT) PLAYED. IT IS THE RESPONSIBILITY OF THE COACH TO NOTIFY THEIR MA AND RIAHA DIVISION COORDINATOR WITHIN 48 HOURS OF SUCH OFFENSE. THE COACH WILL BE HELD ACCOUNTABLE.

9. The State League Disciplinary Committee will hold hearings on the third Monday of each month as required. A \$25.00 fee shall be assessed for each hearing brought before the Disciplinary Committee. The MA requiring a hearing will be responsible for notifying the respective State League Division Coordinator of any infraction requiring a hearing. The Division Coordinator will initiate the necessary action with the chairman of the Disciplinary Committee. Players requiring a hearing should be accompanied by at least one parent, the player's coach, and the president or other MA official.
10. State League game sheets must be to the respective Division Coordinators within 72 hours of the game by the winning team. In the case of ties the home team will be responsible. A \$5.00 fee will be charged for each late game sheet.
11. It is the responsibility of the home team to notify the respective Division Coordinator of any schedule changes. Failure to do so will result in a \$5.00 penalty assessed to the MA.
12. Other disciplinary action may be dealt with by the RIAHA Disciplinary Committee as deemed by the RIAHA Executive Board.
13. It is the responsibility of the coach of each team to review the score sheet for player attendance and any infractions of rules 4, 5, 6, 7, or 8 on both teams involved. These infractions must be noted in the white box at the bottom of the score sheet and signed by the referees. When the player serves his/her penalty it is also to be noted and signed by the referees.

IT IS THE RESPONSIBILITY OF THE COACHES AND
THE MA'S PRESIDENT AND/OR BOARD OF DIRECTORS
TO INSURE THAT THESE RULES ARE ADHERED TO.
ATTEMPTING TO CIRCUMVENT THE RULES DOES
NOTHING TOWARDS FOSTERING GOOD
SPORTSMANSHIP AND THE COMPETITIVE SPIRIT
AMONG OUR YOUNG AND IMPRESSIONABLE ATHLETES.
IGNORANCE OF THE RULES IS ALSO NOT AN EXCUSE.

AFFILIATE AGREEMENT

This agreement, made and entered into this 30th day September of 2005,

By and between USA Hockey Inc., a non-profit District of Columbia 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 the, RIAHA, a non-profit corporation (hereinafter to be referred to as "Affiliate"), for and in consideration of the mutual covenants and agreements herein contained.

Whereas, USA Hockey is the national governing body for the sport of amateur ice hockey, pursuant to the Amateur Sports Act of 1978, 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 the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of **the Board of Directors of USA Hockey and the IIHF**;

Now, therefore, intending to be legally bound hereby, USA Hockey and Affiliate hereby mutually covenant and agree as follows:

I. JURISDICTION

USA Hockey hereby grants to Affiliate, subject to the limitations contained herein and federal law, the exclusive jurisdiction (as an "Affiliate Association" under USA Hockey's By-Laws) 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 NewEngland, in each case as follows:

- A. To assess and charge a reasonable team and/or individual fee for members within its jurisdiction, in addition to the regular USA Hockey fee, which fee(s) for the previous season shall be reported in writing to the Executive Director of USA Hockey on or before May 1 of each year;
- B. To operate fund raising 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 fund raising 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 of the appropriate Council of USA Hockey, reasonable regulations governing eligibility of members for playoff competition leading to national tournaments of USA Hockey including the establishment and collection of reasonable fees for such playoffs, such fees to be submitted for review at or before USA Hockey's Annual Congress and such regulations to be submitted within 30 days thereafter.
- 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 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 By-Laws 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. B Y-LAWS 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 by-laws of its organization, the following:

A. By-Law #1 - USA Hockey Preeminence

The RIAHA, an Affiliate Association of USA Hockey, Inc., 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 USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the RIAHA. Further, the RIAHA (i) shall assist USA Hockey 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 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.
3. **PURSUANT OF EXCELLENCE. AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS** 7Each 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. By-Law #2 - Indemnity

The RIAHA, an Affiliate Association of USA Hockey, Inc., shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Executive Committee of USA Hockey and each member thereof, the councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees charges and expenses whatsoever, arising from the acts and omissions of RIAHA, except to the extent (i) that USA Hockey 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 USA Hockey. Further, the RIAHA understands and acknowledges that USA Hockey 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 by-law.

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 BY-LAWS 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 teams of Affiliate, as a condition of membership in good standing with Affiliate, shall also be required to be "Registered Team Members" in good standing of 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 teams 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 team of Affiliate shall be entitled to one vote in the process adopted by Affiliate for the election of its Board of Directors. The process adopted by Affiliate for the election of its Board of Directors shall be based upon the premise that each registered team of Affiliate shall be entitled to one vote. The manner of determining a registered team, and the manner of any voting by proxy, shall be stated in writing and shall be subject to the approval of the Executive Committee of USA Hockey.

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 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.

F. Publication of Constitution and By-Laws

Affiliate shall annually distribute to its members, copies of its constitution, by-laws 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 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. 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.

H. 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. USA Hockey shall inform Affiliate of the limits of that policy, and of the 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 USA Hockey as an additional insured thereof. By purchasing and maintaining the aforementioned general liability insurance policy, USA Hockey 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 USA Hockey as an additional insured thereunder.

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. Abuse

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

K. Adoption

Affiliate shall adopt, as amendments to its by-laws 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 off ice 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, , to August 31, 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 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 By-Law 11 of USA Hockey'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 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

2. Affiliate – RIAHA

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 day of , .

USA HOCKEY, INC.

By _____

It's _____

_____ printed name

_____ date

RHODE ISLAND AMATEUR HOCKEY ASSOCIATION

By _____

It's _____ President and the Rhode Island Amateur Hockey Board of Directors and League Presidents

Richard Oliver _____ printed name

September 30, 2005 date

