



2025-2026 LOCAL ASSOCIATION AGREEMENT

(Adopted, 2020)

This agreement, made and entered into this day of _____ 2025, by and between the Montana Amateur Hockey Association (hereinafter referred to as MAHA), a Montana non-profit Corporation with its principal place of business located in Billings, Montana and the

(Legal Name of Association)

(Address)

(City and Zip Code)

A non-profit Corporation with a Federal Tax Identification number of

(Federal Tax ID#)

in the State of Montana (hereinafter referred to as the Local Association) for and in consideration of the mutual covenants and agreements herein contained.

Whereas MAHA is the recognized state Affiliate of USA Hockey, Inc. which is the duly authorized representative of the International Ice Hockey Federation (IIHF) with exclusive 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 MAHA.

Now therefore, intending to be legally bound hereby, MAHA and the Local Association hereby mutually covenant and agree as follows:

I. JURISDICTION

MAHA hereby grants to the Local Association, subject to the limitations contained herein and federal law and state law, the exclusive jurisdiction (as an "Association" under MAHA bylaws) to

conduct certain affairs of MAHA, to assist in the governance of the members of MAHA, and to regulate the sport of amateur ice hockey within the geographical area of the community of:

(Community)

Further, MAHA hereby agrees that it will accept and recognize only those individuals and teams within the Local Association's jurisdiction, which hold and continue membership in good standing with the Local Association. Further, MAHA, in accord with the exclusive jurisdiction herein granted, agrees to cooperate with and assist the Local Association in the administration of the play of the sport of amateur ice hockey within the Local Association's jurisdiction, when such cooperation and assistance is deemed necessary and/or advisable by the Local Association and MAHA.

This agreement establishes certain obligations of and grants certain rights to the Local Association as an "Association" of MAHA. MAHA acknowledges that the Local Association 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. BY-LAWS AND POLICIES REQUIRED FOR ADOPTION BY THE LOCAL ASSOCIATION

2.1 The Local Association, 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. MAHA Preeminence

The Local Association, and MAHA, shall abide by and act in accord with the Articles of incorporation, by-laws, rules and regulations, playing rules, and decisions of the MAHA Board of Directors, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Local Association. Further, the Local Association (I) shall assist MAHA in the administration and enforcement of the provisions of the by-laws, rules and regulations, playing rules and decisions of the MAHA Board of Directors, within and upon its members and/or within its jurisdiction and (II) agrees to be guided by the following core values of USA Hockey and MAHA:

- o **SPORTSMANSHIP** Foremost of all the 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.

- o **SAFE SPORT AND ZERO TOLERANCE** The guidelines for Safe Sport and Zero Tolerance set forth by USA Hockey shall be strictly adhered to.
- o **RESPECT FOR THE INDIVIDUAL** Treat all others as you expect to be treated.
- o **INTEGRITY**. We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.
- o **PURSUIT OF EXCELLENCE AT THE INDIVIDUAL, TEAM, AND 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.
- o **ENJOYMENT** It is important for the hockey experience to be fun, satisfying, and rewarding for the participant.
- o **LOYALTY**. We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.
- o **TEAMWORK** We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.
- o **EQUAL OPPORTUNITY** We shall provide an equal 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, age, sex or national origin.

2.2 MAHA shall reasonably cooperate with the Local Association in any litigation and provide reasonable support in connection therewith, including, but not limited to advice and testimony upon reasonable request; provided, however, such that cooperation shall not require MAHA to incur any out-of-pocket expense not reimbursed by the Local Association.

III. REQUIRED PRINCIPLES TO BE CONTAINED IN ASSOCIATION BY-LAWS OR OFFICIAL POLICY

The Local Association hereby understands and agrees that the organization, structure, policy, by-laws and/or operation of the Local Association shall reflect, and shall not violate, the following principles:

A. Team Membership

All teams, which participate in on-ice activities with any teams from outside the Local Association community, shall register with MAHA and USA Hockey.

B. Government

The government and authority of the Local Association shall be vested in a Board of Directors composed of at least three representatives, as determined by the Local Association, 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 the Local Association, selected by the membership 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. The current office-holders are as follows:

President _____ Vice-President _____

Secretary _____ Treasurer _____

C. Voting

Each member of the Local Association shall be entitled to one vote in the process adopted by the Local Association for the election of its Board of Directors. The process adopted by the Local Association for the election of its Board of Directors shall be based on the premise that each member shall be entitled to one vote.

D. Annual Meetings

Any action(s) or policy(s) adopted or requested to be adopted by the Board of Directors of the officers of the Local Association 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 meetings being given to all members of the Local Association no less than fifteen (15) days in advance of the holding of the meeting, which meeting shall be open to all members of the Local Association.

E. Financial Reports, Dues, and Assessments

The Local Association shall provide to its membership an annual financial report of operations. All dues and assessments by the Local Association shall be reasonable in relation to the programs it offers to its members.

F. Publication of Constitution and By-Laws

The Local Association shall annually distribute to its members, upon request, copies of its Constitution, By-Laws, and other governing documents, and all amendments thereto.

G. Equal Opportunity

The Local Association must provide an equal 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, age, sex, or national origin.

H. Grievance Resolution

The Local Association 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's ineligible to participate.

I. Insurance

The Local Association agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. The Local Association shall be informed of the limits of that policy, and of any changes to those limits, which may be made by USA Hockey at its sole prerogative. The Local Association retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but to name MAHA as an additional insured thereof. By purchasing and maintaining the aforementioned general liability policy, MAHA does not assume, and indeed disclaims, any liability for any actions or omissions of the Local Association.

The Local Association 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 MAHA as an additional insured there under.

J. Continuing Status of a recognized Non-Profit Organization

The Local Association should at all times during the term of this Agreement maintain its tax-exempt status under Section 501(c) (3) or appropriate Section of the Internal Revenue Code, or as further approved by the MAHA Board of Directors.

K. Abuse

The Local Association shall adopt and follow the USA Hockey SafeSport policy and protocols regarding the protection of its participants from physical, sexual and other types of abuse and misconduct. (subject to any contrary requirements contained in state or local laws as applicable to Affiliate and Local Association).

The Local Association shall sign and submit the USA Hockey Member Program Agreement To Adopt And Comply With SafeSport Program annually with the MAHA Local Association Agreement.

L. Adoption

The Local Association shall adopt, as amendments to its By-Laws or as official policy, the foregoing principles set forth by Sections II and III within 60 days of the date of this agreement. It shall be a condition of the continuation of the grant of Local Association status contained herein for the Local Association to deliver, upon request, written proof of such adoption to the Secretary of MAHA. If a Local Association does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in MAHA.

M. Conflict-of- Interest Policy

The conflict-of-interest policy defined in the USA Hockey Annual Guide is intended to help Directors, officers, and certain other persons identify situations that present possible conflicts of interest and to provide a procedure whereby such potential conflicts may be reviewed by an appropriate party when necessary. Affiliates and Local Associations shall adopt USA Hockey conflict of interest policy and Board Members shall provide, in writing, acknowledgement of conflict-of-interest policy.

N. Whistleblower Policy

A whistleblower as defined as a member, volunteer, committee member, or board member of an Association who reports an activity that her or she considers to be illegal or dishonest to one or more other parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Association shall adopt whistleblower policy and document the policy within appropriate bylaws and or policies.

IV. TERMS

Upon receipt of an initial completed and signed Local Association Agreement, A) an annual updated copy of the Local Association Contact Form, & **B)** an annual complete listing of all Local Association volunteers/staff working with any hockey player, to be sent to MAHA's Safe Sport Director by December 1st of the current year, an annual signing of the USA Hockey Member Program Agreement To Adopt And Comply With Safe Sport Program, the term of this Agreement shall be for one (1) year (September 1 through August 31), and will be considered renewed by receipt of the annual list of **A, B and C** above, 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 above, or, (II) earlier terminated for breach as hereinafter provided.

V. BREACH

In the event that the Local Association 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 MAHA Board of Directors (which provisions are incorporated herein by this reference as though fully set forth herein), then MAHA shall have the right to impose sanctions pursuant to Articles VIII and IX of the Rules and Regulations of MAHA and/or terminate (subject to a 30day right to cure) this Agreement and the status herein granted to the Local Association.

In the event that MAHA shall breach any of the terms and conditions of this Agreement, then the Local Association 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 purpose of consistent administration of this Agreement, the following shall govern and control the relationship between MAHA and the Local Association:

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 the MAHA and the Local Association in this Agreement:

1. Connie Murphree - Secretary
21 Trumpet Ct Billings, MT 59106-4414
mthockey.sec@gmail.com

2. _____
(Local Association)

(Address/PO Box)

(City, State Zip Code)

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 Montana.

VII. ACCEPTANCE

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective representative ,and attested to by the MAHA President, this _____ day of _____, 2025

MAHA:

LOCAL ASSOCIATION:

TITLE: _____

TITLE: _____

_____ **(PRINTED NAME)**

_____ **(PRINTED NAME)**

Completed forms should be sent to MAHA Secretary, Connie Murphree, by 01 August 2025