

BYLAWS AND CONSTITUTION

- I. NAME:** The name of this organization shall be the American West Hockey League (AWHL).
- II. ORGANIZATION:** The American West Hockey League shall be organized as a nonprofit corporation, pursuant to the Articles of Incorporation filed on behalf of the American West Hockey League and the certificate issued by the Secretary of the State of Montana, authorizing the American West Hockey League to do business as a Montana corporation.
- III. ASSOCIATION:** The American West Hockey League shall be affiliated with USA Hockey, Inc., the national governing body for the sport of hockey in the United States.
- IV. PURPOSE:** The purposes and objectives for which the American West Hockey League is organized and operated are as follows:
- A. To perpetuate the sport of ice hockey as a healthy, competitive opportunity for junior-aged youth and to provide the best possible experience for all participants.
 - B. To promote the common interests of all of the members of the American West Hockey League;
 - C. To promulgate rules governing the conduct of play during an ice hockey game between teams in the American West Hockey League in conjunction with USA Hockey.
 - D. To promulgate rules regarding the relationship between players and member teams, between the member teams themselves, between member teams and the American West Hockey League, and between member teams and teams from other leagues or associations.
 - E. To arbitrate and settle disputes between member teams, the American West Hockey League and/or players.
 - F. To educate the public regarding the excitement and enjoyment available to those witnessing American West Hockey League competition, so that the sport of ice hockey within the various team locations can gain popular sport and acceptance as a wholesome, competitive activity for junior-aged youth.
 - G. To establish high standards for the conduct for the sport of ice hockey, in the areas of skill, fair play, integrity and sportsmanship.
 - H. To develop players, coaches and officials in mind, body and spirit, to the end that they may progress to the highest level of competition that skills and dedication may entitle them to achieve.
 - I. To develop the values of good citizenship and a standard of exemplary behavior, characterized by generosity and genuine concern for others.
- V. OFFICERS**
- A. The officers of the Corporation shall be a Commissioner, President, Secretary, and Treasurer.
 - B. **ELECTION AND TERM OF OFFICE.** The officers shall be elected by the Board of Directors at the Annual Meeting. Each Officer shall hold office until his/her successor shall have been duly elected at the succeeding annual meeting unless otherwise terminated under the provisions of this constitution.
 - C. **REMOVAL.** Any Corporate officer may be removed from office by a two-thirds vote of the members, the vote being taken at a duly authorized meeting of the Corporation.
 - D. **DUTIES**
 - 1. **COMMISSIONER.** The duties of the Commissioner include: presiding at all Board of Director meetings, performing duties expected of the office of Commissioner and having the authority to call special meetings pertinent to league business. The Commissioner shall attend or designate someone to attend and represent the league on other ice hockey activities. He/she shall control all of the business and affairs of the Board. In general, he/she shall perform all duties incident to the office of Commissioner and such other duties as may be prescribed by the Board from time to time. The Commissioner will also hold the title of president, and have all the duties and powers of that position for legal and/or corporate purposes.
 - 2. **PRESIDENT.** The duties of the President shall be designated by the Commissioner. In the absence of the Commissioner, the President shall perform all the duties of the Commissioner, shall have the

- authority of and be subject to all of the restrictions placed upon the Commissioner. The President will hold the title of Vice President.
3. SECRETARY. The Secretary shall: (a) Keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these by-laws, or as required by law; (c) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Commissioner.
 4. TREASURER. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payment to the America West Hockey League from any source whatsoever, and deposit all moneys in the name of the America West Hockey League in sure banks, and (c) in general, perform all duties incident to the office of Treasurer, and such other duties as from time to time may be assigned by the Commissioner.
 - E. SALARIES. Any compensation of the officers shall be determined by the Board.
 - F. VACANCY. If there is a vacancy in the Commissioner position due to withdraw or removal during the term, the President shall assume this office. For all other vacancies, the Commissioner shall appoint a replace subject to the Board of Directors approval.

VI. CORPORATE FINANCES

- A. FISCAL YEAR. The fiscal year of the corporation shall begin on the 1st day of July and end on the 30th day of June.
- B. CONTRACTS. The Board of Directors may authorize any officer(s), or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the America West Hockey League and such authority may be general or confined to specific instances. No contract/ purchase order or the like may be entered into by the Commissioners office greater than \$5000.00 to each vendor without the consent of a majority vote of the board.
- C. LOANS. No loans shall be contracted on behalf of the America West Hockey League and evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.
- D. CHECKS, PAYMENTS, ETC. All checks, or other orders for the payment of money, or other evidences of indebtedness issued in the name of the America West Hockey League shall be signed by such officer(s), and in such manner as from time to time be determined by resolution of the commissioner. No withdrawal greater than \$2000.00 or no check greater than \$5000.00 will be made by America West Hockey League with out a majority vote by the Board.
- E. DEPOSITS. All funds of the America West Hockey League not otherwise employed shall be deposited from time to time to the credit of the America West Hockey League in such banks.

VII. MEMBERSHIP

- A. ELIGIBILITY. Any legal person of good repute, having access to adequate facilities for the conduct of the sport of ice hockey, and possessing sufficient financial and organizational stability, as determined by the America West Hockey League shall be eligible for membership in the America West Hockey League. Persons applying must have systems in place for a single point of contact, a person with decision-making authority to bind the organization immediately, continuity of management and a financial stake in the success of the team.
- B. ADMISSION. Each applicant shall submit, in writing, an application for membership to the America West Hockey League, which shall include, but is not limited to, the following information:
 1. A detailed description of the organization and its financial status, including the financial status of principals within the organization, itself;
 2. A detailed description of the facilities, including photographs, if possible, to be utilized by the member to conduct the competitive play.
 3. A statement to the effect that the responsible members of the organization have read and reviewed the Constitution, Articles of Incorporation, by-laws, rules and regulations, operations manual, standards or excellence packages and pertinent decisions of the Board of Directors of the American West Hockey League and any other governing amateur organization, and with full knowledge thereof, agree to abide by the terms and conditions contained therein.
- C. ADMISSION BY QUALIFIED MAJORITY VOTE. Thereafter the Commissioner shall appoint a Committee that shall investigate the applicant and verify the facts reported in the application. The members of the America West Hockey League following the report from the investigating committee, shall consider

the applicant's application, and determine the terms and conditions under the America West Hockey League may grant the application. Any special terms and conditions imposed shall be reduced to written form. In the event the terms established by the America West Hockey League are satisfactory to the new applicant, the America West Hockey League may vote to admit the applicant. A favorable vote of a super majority (two-thirds) of all the Board of the America West Hockey League shall be required for the admission of a new member. Once the applicant has received the required favorable vote and paid the bond the applicant shall be considered as a new member of the America West Hockey League.

- D. **TRANSFER OF MEMBERSHIP.** No membership may be sold, assigned, leased, or otherwise transferred, except that both parties to the transaction comply with each and all of the following terms and conditions:
 - 1. That, while the transferor shall remain liable to the America West Hockey League for any outstanding obligations to the America West Hockey League, the transferee shall assume and/or guarantee all debts, liabilities and obligations except taxes, liens, judgments and garnishments of the transfer or member existing at the time of the transfer.
 - 2. That the transferee shall, at all times, be bound by all terms, provisions and conditions of the Constitution, Articles of Incorporation, By-laws, Rules and Regulations and decisions of the Board of Directors of the America West Hockey League;
 - 3. That the transfer shall be approved by a super majority (2/3) of the members in good standing of the America West Hockey League. Upon transfer of a membership, pursuant to the foregoing, any and all interest of the transferor in and to any and all funds, property, rights and/or interests of membership in the America West Hockey League shall cease.
- E. **INTEREST OF TRANSFEREE.** A new member acquiring its interest by transfer from another member shall succeed to the interests of the transferor member in and to the funds, property, rights and interests of the transferor member in the America West Hockey League.
- F. **VACANCY.** In the event that a vacancy in the membership of the America West Hockey League shall arise during the playing season, the Commissioner shall be empowered to issue a temporary membership, pending approval of a majority of the Board of the America West Hockey League. In all cases however, the temporary franchise shall continue to be subject to all rules to the Constitution, Articles, By-laws, Rules and Regulations and decisions of the Board of the America West Hockey League.
- G. **DUAL OWNERSHIP PROVISIONS.**
 - 1. If there is a proposed dual ownership by any owner of an existing member, an applicant, an approved applicant, or as a result a proposed transfer of ownership of a member such that any owner would become the owner of or have an interest in more than one member in the League (dual member), the Board may restrict the vote of the appointed Director of such new dual member if the following requirements are met. All the Directors, then on the Board, must approve the restriction by a 2/3 majority (Voting restriction agreement). The voting restriction agreement is set forth in writing and signed by all the Directors on the Board at that time. The voting restriction agreement states a duration, which can be unlimited.
 - 2. There may be no player movements or transactions of any kind, between the two teams that have a dual ownership, or that have similar ownership of any percentage without approval by a majority of the Board of the America West Hockey League. This includes trades, waiver transactions, released players, or assignments from affiliate clubs. Further, in the event a dual ownership is dissolved, twelve months must elapse before any player can move from one club to the other under this prior dual ownership. The only exception to this rule: a released player from a dual ownership team must be waived by all teams in the league before he may be added to the roster of a team held under the same dual ownership. The player "waived" must have been on the published protected list shown as a "drop" for a minimum of 72 hours, starting at 8 a.m. the day after the drop, before he can be claimed by the related team.
- H. **LOCATION CHANGES.**
 - 1. **PERMANENT CHANGES.** A member may not change the site of its home ice to another metropolitan area, for a season, or substantial portion thereof, without first obtaining the consent of the Board of the America West Hockey League by a 2/3 majority. Emergencies, however, (e.g.-- damage to rink. etc.) shall constitute an exception of this provision.
 - 2. **TEMPORARY CHANGES.** Members may, by mutual agreement, schedule, individual games in locations other than the normal or home ice rink of one of the member teams. In such event, however, the visiting team may require reimbursement for any additional expenses it may incur to travel any

- additional distance, and/or spend any additional time to complete the competition. Notification of this move must be received by the Commissioner and the Secretary within fourteen days and sent out to all affected parties.
- I. **VOLUNTARY WITHDRAWAL.** A member of the America West Hockey League may withdraw its membership from the America West Hockey League in either of the following manners:
 1. **Assignment.** By transferring its membership upon the terms and conditions set forth in Section VII paragraph D above.
 2. **Resignation.** By tendering its resignation to the Commissioner, on or before the fifteenth day of April in each succeeding year, surrendering its Certificate of Membership, making full payment of any and all dues or debts owing the America West Hockey League and at the option of the America West Hockey League assigning to the America West Hockey League, or its nominee, all prior rights and Lease agreements it may possess with its home ice arena, to the extent that said Lease Agreement may be assignable.
 3. **Release.** By executing a full and complete release of all claims against the America West Hockey League and each and every member thereof, and waiving, in writing, any and all claims to any and all funds, property, rights and/or interests of the America West Hockey League that may exist, or may thereafter accrue, except for the provisions with regard to performance bonds.
 - J. **MEMBERS IN GOOD STANDING.** Any member found to be in violation of the rules, regulations, or procedures of the America West Hockey League, or USA Hockey, or who is in arrears for any dues, assessments, or fines of the America West Hockey League shall be declared by the Commissioner to be not in good standing. This suspends the member's right to vote or to hold the position of an officer of this Corporation. This suspension shall be in effect until the matter causing the suspension has been corrected.
 - K. **TERMINATION OF MEMBERSHIP.**
 1. **Automatic Termination.** The membership of a member shall terminate, automatically, if a member shall do or suffer to be done, any of the following:
 - a. **Insolvency.** Make an assignment for the benefit of creditors; file voluntary Petition of Bankruptcy; secure the appointment of a receiver or trustee to marshal the property and assets of the member; or if reorganization proceedings in bankruptcy are instituted by or against a member;
 2. **Cease Doing Business.** Disband its team during the America West Hockey League season, disband its business, or cease doing business as an America West Hockey League member, providing a competitive opportunity for junior- aged youth in the sport of ice hockey.
 - a. This termination shall be effective as of the date of the activity that is the basis therefore as listed above. All monies, bonds and percentages held by the America West Hockey League on behalf of a withdrawing member team, shall be forfeited by that team.
 - L. **IMMEDIATE SUSPENSION BY COMMISSIONER.** The membership of a member in the America West Hockey League may be suspended immediately by the Commissioner for violation of any one of the following:
 1. **Failure to Fulfill Obligations.** Failure or refusal to fulfill its contractual obligations to its players, paid officials, the America West Hockey League or USA Hockey;
 2. **Failure to Pay Dues or Assessments.** Failure to pay any dues or assessments owing the America West Hockey League or USA Hockey within thirty days after written demand by the Commissioner;
 3. **Failure to Appear for Competition.** Failure to present its team at the time and place scheduled for competition in a regular season game, or playoff game, unless the failure is caused by unavoidable accident in travel, or by conditions beyond the control of the member or its duly authorized representatives. If reason is unavoidable, a reasonable notice must be given to the opposing team, to avoid costly changes. The league must be notified if there is any possibility that team is unable to appear at game time.
 4. The suspension shall be effective as of the date the member shall receive, by certified mail, notice thereof from the Commissioner, or 5 days after said notice is mailed by the league, whichever is soonest. The Commissioner shall promptly refer the violation to the Board of Directors for its investigation and action as described in paragraphs L and M below. The Commissioner shall call a special meeting of the Board of Directors if necessary.
 - M. **TERMINATION BY BOARD:** Membership may be suspended, or terminated, by a two-thirds vote of all Board, including the member who has been charged, if the America West Hockey League member shall do or suffer to be done any of the following:

1. Violations. Willfully violate any of the terms and provisions of the Constitution, Articles of Incorporation, By-laws, Rules and Regulations, or decisions of the Board of Directors.
 2. Gambling. Wagering or being interested in any pool or wager on any game in which an America West Hockey League team participates, or the countenance by a member team of such activity by its officers, employees and/or duly authorized representatives on any game in which an America West Hockey League team participates.
 3. Altering Game results. The offering, agreeing, conspiring or attempting to lose any game participated in by the team by any member, and/or the failure to suspend immediately any officer, player employee or representative of the member team who shall be proven guilty of offering, agreeing, conspiring or attempting to lose any game sanctioned by the America West Hockey League;
 4. Illegal Withdrawal. Failure to remain a member of the America West Hockey League as it exists in its present form, or from time to time constituted, except in case of an approved transfer of membership as provided in 5.12 below.
- N. TERMINATION PROCEDURE. Membership may be suspended and/or terminated on the occurrence of any one or more of the events listed above in paragraphs K or L by the following procedure:
1. CHARGES. Any member of the America West Hockey League may prefer charges against another member, alleging that there has been a violation of the terms and provisions of the Constitution, Bylaws, or regulations of the America West Hockey League or USA Hockey. Said charges shall be sufficient if, in writing, and filed with the Commissioner, who shall cause a copy thereof to be forwarded, by mail, to the alleged offending member, by restricted certified mail, return receipt requested.
 2. RESPONSE. The member so charged shall, within ten (10) days after the receipt of the charges, file a written response thereto. A failure to file the response within the prescribed period shall constitute an admission by the alleged offender of the merit to the charges previously filed.
 3. NOTICES TO THE BOARD. The Commissioner, upon receipt of the response, or the absence of a response within the time period allowed, shall transmit a copy of the charges, and either the response or the fact that no response has been filed, to all of the members of the Board of the America West Hockey League within five days after this mailing, the members, by email, conference call, or meeting, shall determine whether or not a hearing shall be held with regard to the merits, or lack thereof, of the charges. In the event no response has been filed, thereby admitting the merits of the charges, the Board shall, in the conference call or meeting, determine the penalty to be imposed, whether suspension or termination. In the event that a hearing is determined to be necessary, the Commissioner shall set a date for a hearing, which shall be not more than ten days after the issues have been made the filing of the response or lack thereof.
 4. PRESIDING OFFICER. At the hearing, the Commissioner of the America West Hockey League shall preside, unless he/she shall be an officer of the complaining or responding member, in which event the presiding officer shall be that Director having seniority on the Board who is neither complaining or responding member.
 5. CONDUCT OF THE HEARING. At the hearing, the member charged shall have the right to appear in person and be represented by counsel. Strict rules of evidence, as practiced in the courts, shall not apply, and any relevant testimony and documentary evidence submitted to the hearing shall be received and/or considered. Either party, the complainant or the respondent, shall be entitled to a brief adjournment for no more than a reasonable time to enable them to present rebuttal evidence.
 6. PRESIDING OFFICERS. At the conclusion of the hearing, and the submission of all the evidence, the presiding officer shall make a decision with respect to the merits of the charges, and the penalty to be imposed. This decision shall be communicated to the parties, as soon as reasonably practicable, but in no event shall the decision be delayed beyond five days following the conclusion of the hearing, at least in the oral form, which shall thereafter be confirmed in written form, within five days.
 7. APPEAL. Should the presiding officer's decision result in a suspension or termination of membership under the provisions of 5.07(B) or (C), the suspended or terminated member may request a hearing before the Board of Directors within ten days following the date the member receives notice of the suspension or termination action. The hearing provided for herein shall be conducted as provided above. The presiding officer in SECTION 5.10. (D) shall be involved in the appeal but will not have a vote.
 8. BOARD DECISION. The Board hearing shall be conducted in two parts, and Board discussion and decision shall be divided, as follows:

- a. Merits. The Board first shall hear evidence, discuss and determine whether or not the charges shall be sustained. An affirmative vote of majority of the Board of the America West Hockey League shall be required to sustain the charges, in whole or in part.
 - b. Penalty. The Board shall then hear evidence, discuss and determine the penalty, if any, to be imposed for the infraction. An affirmative vote of a two-thirds (2/3) majority of all Board of the America West Hockey League shall be required for suspension or termination. It should be clearly noted that it is within the Board's discretion, even upon a finding of merit by the required majority in charges filed; to levy or impose a fine as shall be considered and judged to be commensurate with the offense and injury, as an alternative to suspension or termination. The fine assessed may be made payable, in part, to the America West Hockey League or to any other member(s) for damages sustained by it or by them by reason of the act (s) of commission/omission of the offending member.
9. FINALITY OF THE DECISION. The decisions of the Board in accordance with the foregoing procedures shall be final. Any appeal there from is to USA Hockey. If you appeal, you are suspended pending the appeal thereby, shall result in termination and forfeiture of the rights and privileges of America West Hockey League membership by the offending member.
 10. FURTHER REQUIREMENTS UPON SUSPENSION OR TERMINATION. In the event of a suspension or termination of a member, the America West Hockey League may require that the suspended or terminated member assign all its right, title and interest in and to its playing arena, and its rostered players to the league. Further, any and all interests of the suspended or terminated member in any funds, property rights, assets or interest of the America West Hockey League shall be forfeited as of the date of the suspension/termination.

VIII. BOARD OF DIRECTORS

- A. GOVERNING BODY. The America West Hockey League shall be governed by a Board which shall establish, direct, adopt, amend and implement the policies of the America West Hockey League and uphold the Constitution, Articles of Incorporation, Bylaws, Rule and Regulations and decisions of the Board as provided therein.
- B. APPOINTMENT TO THE BOARD. Each member club, in good standing, shall be entitled to appoint an individual as a Director of the America West Hockey League and an alternate Director. This appointment shall be made by the duly constituted, appointing authority of the member, and shall be sufficient, if in writing, and filed with the Commissioner. The appointment shall be effective from and after the date it is filed with the Commissioner.
- C. REPRESENTATION OF A MEMBER. At all meetings of the America West Hockey League and for all purposes of the America West Hockey League representation of each member-team shall be by its Director, of alternate Director, as the case may be; who shall, by reason of their appointment, be vested with full power and authority to represent his member-team, and to bind the member by their vote.
- D. PROXY. No member shall name another member, or the representative of another member, or any official of the America West Hockey League to represent it as its Director, or act as its proxy at any meeting.
- E. DECISIONS OF THE BOARD. Unless otherwise provided for in the Constitution or Bylaws, decisions of the Board shall be by majority vote.
- F. EXECUTIVE SESSION. Upon a majority vote of the members present, or if announced by the Commissioner in the Notice to be given of the meeting, the meeting of the Board shall be convened in Executive Session. At such session, only the Director, or the alternate Director, shall be allowed to represent the member. However, the Commissioner, with the approval of the Board, may invite additional persons to be present during the Executive Session when their input, information, and/or knowledge will be important to the determination to be made in Executive Session.
- G. QUORUM. No action of the Board shall be valid unless taken at a meeting at which a quorum is present, and then only after the meeting has been properly convened. A quorum shall be that number which would constitute sixty percent, two of which must be officers, of the total active membership in good standing of the America West Hockey League. Once a meeting has been validly convened with the presence of a quorum, the meeting may continue to transact business, officially, and until adjournment, even though the requisite number of clubs to constitute a quorum may not be present for the entire meeting. In this case no additions to the agenda may be made without unanimous consent of the members at the meeting.
- H. MEETINGS. All meetings of the corporation shall be conducted under the newly revised "Roberts Rules of Order" unless as modified by this constitution. The Annual Meeting of the America West Hockey

League shall be held before the annual USA Hockey summer meeting. The meeting place to be fixed and determined by the Commissioner. A session, as used under Roberts Rules of Order, shall be for this Corporation from Annual Meeting to the final meeting of the year prior to the next Annual Meeting.

- I. MEETINGS of the corporation shall be conducted at a time and place determined by the Commissioner. At least one annual meeting and such other meetings as are necessary shall be held. These meetings may be conducted via teleconference.
- J. SPECIAL MEETINGS of the League may be called by the Commissioner, at any time, or must be called by the Commissioner whenever three member clubs shall request a Special Meeting, in writing. Once the Commissioner or Secretary has confirmed notice to the members, the meeting can be held within 24 hours if a quorum can be assembled.
- K. NOTICE shall be given of all meetings. The Notice shall be in writing or by electronic mail and shall state the time, date, and place thereof, and the general purpose for the conduct of the meeting. An email message properly addressed is the equivalent of a written notice. An agenda for the items to be discussed at the meeting should be included and attached to the Notice. For Annual Meetings, the Notice should include the exact wording of any amendments to the Constitution that are proposed for consideration by the Board of Directors. The Annual Meeting Notice should also include reference to any new membership applications, membership transfers, or membership withdrawals.
- L. PRESIDING OFFICER. The Commissioner of the America West Hockey League will preside as Chairman at all meetings of the America West Hockey League. In the absence of the Commissioner, the President shall preside. In the absence of both the Commissioner and President, the presiding officer shall be selected by the quorum by majority vote. The presiding officer so selected by the majority vote of the quorum shall retain voting privileges.

IX. DISCLOSURE

- A. Each member prior to the Annual General Meeting shall file with the Commissioner, the names and addresses of all persons associated with and managing the member club, including, in the case of corporations, the names of each Director and officer of the corporation. In the cases where the member is an unincorporated group, the names and addresses of all persons associated with the operation of the member, and specifically, the designation of the America West Hockey League Director or Alternate Director for the forthcoming year shall be submitted. Each member shall, immediately, upon any change being made in the personnel associated with the member, as provided in the above section, notify the Commissioner/Statistician of such change in writing. Additionally, an updated balance sheet and income statement for the prior year and current year to date with a list of outstanding indebtedness shall be submitted to the Commissioner. Each member team shall be prepared to present at the annual general meeting its balance sheet, income statement, and budget for the coming year to the Board of Directors

X. LEAGUE OFFICIALS AND COMMITTEES

- A. REFEREE-IN-CHIEF. The Board shall, by a majority vote, select and employ a Referee-in-Chief. It would be the duty and responsibility of the Referee-in-Chief to travel throughout the America West Hockey League reviewing and evaluating the performance of the on and off ice officials in the America West Hockey League member arenas. Written reports of the Referee-in-Chief's evaluation should be provided to the Commissioner and the America West Hockey League Office. The compensation for the Referee-in-Chief (supervisor of officials) shall be established by the Board of the America West Hockey League.
- B. STATISTICIAN. The Board of the America West Hockey League may, by a majority vote, select and employ a Statistician, or retain the services of a commercial company. If an individual is employed, it shall be the duty and responsibility of the Statistician to maintain complete and accurate statistics with regard to the achievements of each and every competitive player who shall compete within the America West Hockey League on a seasonal basis. The Compensation shall be established by the Board.
- C. PUBLIC RELATIONS DIRECTOR. The Board of the America West Hockey League may, by a majority vote, select and employ a Public Relations Director. It shall be the duty and responsibility of the Public Relations Director to release and disseminate any and all information regarding the America West Hockey League as directed by the Board, to the media, colleges and universities, professional teams and organizations and other leagues and amateur hockey organizations who might be interested or request such information. The compensation shall be established by the Board.

- D. COMMITTEES. The Commissioner, with the approval of the Board, shall appoint whatever permanent or temporary committees shall be necessary for the proper conduct of the business and affairs of the America West Hockey League.

XI. MISCELLANEOUS

- A. RULES AND REGULATIONS. The Board shall adopt, amend from time to time, and establish the Rules and Regulations governing matters involved with the play of the sport of ice hockey within the America West Hockey League. These Rules and regulations relate to the determination of an America West Hockey League Champion, the conduct of scheduling of hockey games, player relationships, the reservation, recruiting of players; and the actual play of the sport on the ice.
- B. AMENDMENT. The foregoing Constitution may be amended by the Board at any meeting of the Board called for that purpose, at which prior notice of the exact nature of the amendment, and the wording thereof, has been given. Amendments to all Articles shall require a two-thirds vote of the Board of the America West Hockey League at the meeting held for the purpose of voting on the amendment.
- C. PREEMINENCE. In the event of a conflict between the provision of this Constitution and any By-Laws, rules and regulations, decisions of the Board of the America West Hockey League or any other Association with whom the America West Hockey League is affiliated, the provisions of this Constitution shall prevail.
- D. BY-LAWS. The Board shall adopt By-Laws, which shall include provisions governing and controlling the structure and operation of the America West Hockey League.
- E. INDEMNIFICATION. The America West Hockey League hereby consents and declares that each officer, member of the Board, all elected and appointed officials in any capacity, shall be deemed to have assumed the office or assignment on the express understanding, agreement and condition, that each one of them, and their heirs, executors, administrators, estate and effects respectively, shall from time to time, and at all times, be indemnified and saved harmless out of the funds of the America West Hockey League from and against all liabilities, judgments, cost, charges and expenses whatsoever, which the Board, officer or official, sustains or incurs in and about any action for and in respect to any act, matter or thing which is brought, commenced or prosecuted against him in and about the execution of the duties of his office, and also from and against all other costs, charges and expenses which he sustains or about or in relation to the affairs thereof, except such costs, charges and offenses as are occasioned by his/her own willful neglect or default.
- F. Record of Changes to these Bylaws.
1. This is the constitution of the America West Hockey League. Approved at the first Annual meeting on 5/18/2011. All changes directed at that meeting have been incorporated and this was confirmed by email sent to all members on 6/4/11 with no objections being filed by any member.
 2. Amended on 6/4/11. Add appendix A, and paragraph G to Section VII with subsequent re-lettering.

Appendix A. Application for Membership

Each Applicant shall submit to the Commissioner of AWHL:

A detailed description of the organization and its financial status, including the financial status of principals within the organization itself.

A complete business plan for the first two years of operation including a balance sheet, the projected income, the expenses, cash flow, and an identification of the personnel that will be involved in the operation both on and off the ice.

A detailed description of the facilities to be utilized by the member to conduct competitive play. Ice must be available to provide sufficient playing dates to accommodate the regular season of the league and the playoffs. Include photographs of the facility.

The payment of a membership fee in the amount of \$100,000.00. Additionally, the applicant shall pay any reasonable costs for the league to do an adequate investigation of the application, to include a site visit. Of the additional costs charged to the applicant, \$2,500 shall be non refundable.

The applicant shall provide a description of its desired protected area to be considered by the board of directors.

The AWWHL retains the right to consider more than one applicant for a city and retains the right to preset the exclusivity territory of each new affiliate.

The applicant must honor the territorial rights (protected area) of any existing member as defined in these Bylaws.

All members will have a seventy five mile (75) protected radius from all points originating from the home rink in which that member plays its home games.

A signed waiver for this radius may be signed by a member wishing to accept a new member who is in violation of this territory.

AMERICAN WEST HOCKEY LEAGUE



Operations Manual 2011-2012

Operational Policies and Procedures

I. League Operations

The following are rules governing the disbursement and collection of various fees and monies to and from the league and its members.

A. National Tournament Subsidy

There shall be no National Tournament subsidy for the 2012 USA National Tournament

B. Auditing of Operations

The AWHL Commissioner may perform an audit on any member team should there be just cause. An audit may also be performed by the AWHL Commissioner if preferred charges are made by a member club, in writing, with supporting documentation. The discretion to perform an audit is solely placed on the Commissioner or his appointee.

C. Meeting and Conference Calls

Each member is required to have a voting member attend every regular meeting, meeting, or AGM (Annual Generals Meeting) as specified by the AWHL bylaws. A member is considered to have failed to attend if he/she fails to attend or arrives at the meeting after the first vote has been called. A fine of no more than \$250.00 will be assessed for not attending a regular meeting or meeting. A fine of no more than \$1,000 will be assessed for not attending the AGM.

II. Player Eligibility

The minimum eligibility requirements as set forth by Section C of the Program and Philosophies section of the current and effective USA Hockey Annual Guide will be the standards or the AWHL league. Additional eligibility requirements, if any, are specified below in this document.

III. Player Registration

All AWHL member teams shall comply with all registration requirements of the USA Hockey Annual Guide as specified in Section II - Player Registration Junior under the Registration Procedure Section of Rules and Regulations.

IV. Team Protected Lists

All USA Hockey rules regarding Team Protected Lists, not specifically referenced in this section, shall serve as the governing rules for AWHL.

A. Active Roster

(i) Suspended Players and Coaches

Any player, coach or official who is under suspension with any other member within AWHL is ineligible to participate in any AWHL exhibition, league, playoff, or National Championship.

Any violation of this rule is subject to a fine of no more than one thousand dollars (\$1,000) per occurrence.

(ii) Player Sponsorship

A team will not seek financial support on behalf of a player. 1 Individual player scholarship is now addressed by USA Hockey Annual Guide, Programs and Philosophies C.C.2

Any violation of this rule is subject to a fine of no more than one thousand dollars (\$2,000) per occurrence. The league may also enforce future roster spot restrictions, remove player tenders, draft picks or suspend coaches as deemed by the AWHL Commissioner or his appointee.

(iii) Academic Deferral of Player Movement

Any attempt to move a player off a team's active roster in violation of this rule, as specified in the USAH Annual Guide, will result in the transaction being reversed by AWHL.

(iv) Player Compensation and Transfer Fee

AWHL teams are required to pay compensation and/or transfer fees required by USA Hockey between federations before the player(s) are eligible to step on the ice for a practice or a game.

Any violation of this rule may result in fines or suspensions.

(v) Collection of Player Fees

The following requirements must be met in order to comply with the league Player Fees statutes.

(a) 75% Collection Deadline²

Teams are required to collect 75% of the established league minimum fee by January 10th of the current playing season. Failure to comply results in the immediate suspension of that player until full amount of minimum league fee is collected.

(b) 100% Collection Deadlines³

Teams are required to collect 100% of minimum league player fees prior by February 1st. Failure to comply will result in immediate suspension of that player for the remainder of the season and playoffs. Full collection of those fees after the playoffs start will not result in reinstatement.

(vi) Financial Suspension

A player may be placed on Financial Suspension by a team for failure to pay team dues, fines, or other financial obligations. The Commissioner of the League will inform the league of a player placed on Financial Suspension via email to the Governors of the League. Once suspended, the player cannot participate in the League (see IV.A.i). A player's suspension is not considered lifted until the

Commissioner of the League informs the Governors of the League via email. In order to place a player on Financial Suspension, a team must submit a request to the Commissioner via email along with documentation in support of the player's failure to meet the financial obligation(s) in question.

Once the player in question has completed his financial obligation(s) to the satisfaction of the league, that team must send an email to the Commissioner via email to have that player's Financial Suspension lifted.

B. Veteran Status⁴

A "Veteran Player" is defined as a player who must have competed in ten (10) regular season or playoff Junior Tier III League games and appears on the February 8th protected list for the member claiming his veteran status or be declared a Veteran Player by the AWHL Commissioner based upon hardship (injury preventing play in the total number of required games, etc.)

C. Free Agency

A player is considered to be a "Free Agent" if any AWHL member team does not hold his rights or has obtained his unconditional release in writing and on file with the AWHL Office, from the member who has terminated their rights to that player. A player who is released by a member team would therefore be referred to as a "Free Agent Player."

D. Player Return

(i) Higher Level Movement

The rights of a "Veteran Player" or a player who has played 10 games in the immediate playing season for the team claiming the returning player, and who is returning directly from a "higher Level" Junior team, shall return to the team in which he last played. Higher level shall be defined as teams who currently play in Tier I or Tier II Hockey Canada or USA Hockey.

(ii) Lateral Movement

(a) A player who is traded to any team outside of the league that is not a "higher level" becomes a "free agent."

(b) The rights of a "Veteran Player" who leaves an AWHL team to a team that is not a "higher level" remains with the team making the claim of the player.

V. Dispersal Draft

In the event that a member team shall cease operation, at any time, a dispersal draft shall be conducted by email with regard to players on its active player roster, tendered players and/or trades.

A. Order

In the event of a dispersal draft, the order in which the draft is to be conducted shall be first determined based upon the most recent AWHL regular season winning percentage, the lowest placed member shall select first, followed in order by the next highest placed member until all remaining active member's have exercised or waived their selection rights. If the draft occurs during the playing season, the League standings as of the date of the draft shall determine a member's position for the conduct of the draft. If the draft shall occur following the completion of a playing season, a member's position for the draft shall be determined by the standings at the end of the preceding regular season of play.

B. Procedure

Member teams may submit as many claims as desired for players eligible to be drafted. Claims may only be submitted by email to the AWHL office that will set a deadline after which claims may no longer be accepted. Member teams submitting claims for more than one player must place the player name(s) in order of preference. The team selecting first shall be awarded the player placed highest in preference among all players it has submitted. Any players not claimed in the dispersal draft shall become free agents. The dispersal draft shall continue until there are no further teams or players, which are subject to the draft.

C. ROSTER ADJUSTMENT

Following the completion of the dispersal draft, the AWHL Office may, with the permission of USA Hockey, Increase the Twenty-Five (25) man Active Player Roster limit for a temporary period of no more than sixty (60) days to accommodate and provide for the fair evaluation of the additional Players.

VI. Tenders

A tender is defined as an agreement between a player and member team creating a binding exclusive intent to play for the member team that has tendered the player for the upcoming season. The tender form shall require the consent signature of the player (and his parents if under 18 year of age). In order to be eligible to sign a player tender, the player must not appear on another member team's active player roster, tender list, or draft list.

A. Signing Period

Tenders for the upcoming season will be issued to all members in good standing on November 1 after the beginning of the current season. Teams may offer tenders to players for the upcoming season until tenders for the next playing season are issued per this rule.

B. Number of Tenders

Each team shall receive ten (10) tenders during the effective signing period.

(i) Trading of Tenders

Member teams may trade tenders or tendered player subject to trade rules outlined herein.

C. Filing of Tenders

Properly completed tender forms must be filed with the AWHL office at any time during the signing period. Filing can occur by eFax or email. The effective dates of the filing shall be the timestamp of the fax.

(i) Multiple Tenders for Single Player

A player may sign a tender with only one team. However, should a player sign with a tender with multiple member teams, the team whose tender form is officially filed first with the AWHL office shall be deemed the team holding the player's rights.

VII. Trades

USA Hockey Guidelines serve as the governing document regarding trades.

A. Filing of Trades

Properly completed trade forms must be filed with the AWHL office. Filing can occur by eFax. The effective dates of the filing shall be the timestamp by eFax. The Commissioner of AWHL reserves the right to veto any trade, giving just cause.

As opposed to drafts, tenders are designed for teams to effectively sign players for the upcoming season. In general, it's assumed that these players have a high possibility of actually playing in the upcoming season as opposed to drafts.

B. Trade Deadline

The trading deadline will be that as set by the USA Hockey Junior Calendar. All roster-to-roster movement between member team must be properly filed by the deadline.

C. Players Attending School

A player attending high school at the time of a trade may not be traded without the written consent of the player's parents, or parent if only one parent is living or a custodial parent if the parents are divorced, and must be approved by the AWHL commissioner. The AWHL High School Player Trade Form must be submitted.

D. Trade Terms

The following measures are instituted to restrict trade terms between member teams.

(i) Future Consideration

Those trades for "future considerations" involving the future trade of a player shall be reported on the USA Hockey

Official Trade Form and shall be finalized not later than April 30th of the same playing season. Where Player registration is involved, the Player Registration Rule shall be applicable.

(ii) Failure to Report

The league will not invalidate trades solely because a traded player does not report to the team to which the player was traded. Failure to report clauses may be included in a trade but all teams involved in the trade must agree them to. A failure to report clause should be attached as an addendum to the trade form and default conditions must be provided in the event a player does not report.

(iii) Monetary Considerations

The AWHL Office must approve trades involving payment of money from one member team to another before the trade is valid.

VIII. Tampering

"Tampering", as that term is used herein, shall include and refer to the unauthorized contact by any representative of any member team with any player on the official roster of any other member's Initial/protected list or the active playing rosters of another member team in the AWHL. Unauthorized contact shall include any contact in writing, by phone, or electronic media, or in person with the player, with the player's parents, with the player's natural guardians, with the persons with who the player resides, or with any other members of the player's immediate family, and/or the player's coach, or other official or unofficial representatives of the player's current team. All contact shall be deemed unauthorized unless there is a written authorization on file with the AWHL Office.

Any member team may, upon reasonable suspicion, file a charge of "tampering" against any other member team by notifying the AWHL Office of the charge and naming the member team and the player involved. Thereafter, the AWHL Office shall conduct an investigation into the charge. The AWHL Office shall have the right to require production of relevant recruiting and business records of the alleged offending team. A failure or refusal to provide the requested records shall be considered as evidence of guilt. The AWHL Office shall issue a finding as a result of the investigation. The findings shall be subject to appeal by either the charged or charging team. Appeals must be filed within forty-eight (48) of the finding to the Board of Governors of the AWHL. The decision of the AWHL Board of Governors shall be final and binding.

If the "tampering" charge is sustained by the investigation and the decision of the AWHL Office / Board of Governors, the player shall be permanently ineligible to play for the offending member team. Further, the additional penalty for such conduct for the offending member team shall be no less than One Thousand (\$1,000.00) Dollars. In the event of continued or repeated violation, the penalty may result in the offending team to select a player from the offending member team's roster/protected list as compensation for the violation.

Any unauthorized assistance or contact on behalf of an AWHL team by anyone from outside the AWHL shall result in suspension and/or fines, with fines beginning at no less than One Thousand (\$1,000.00) Dollars.

IX. AWHL Awards

A. Annual Awards

The AWHL will recognize the achievements of players and non-playing personnel at the conclusion of each season in the following manner.

(i) AWHL All-League First Team

One (1) Goaltender

Two (2) Defensemen

Three (3) Forwards

(ii) AWHL All-League Second Team

One (1) Goaltender
Two (2) Defensemen
Three (3) Forwards

(iii) AWHL All-Rookie Team

One (1) Goaltender
Two (2) Defensemen
Three (3) Forwards

(iv) AWHL Most Valuable Player

(The player judged to be the most valuable player to his team during the regular season)

(v) AWHL Rookie of the Year

(The rookie player judged to be the best first year player among all first year players in the AWHL during the regular season. Players must be 18 or under and in their first year of junior hockey.)

(vi) AWHL Coach of the Year

(The AWHL coach judged to have contributed most to developing players and contributing to the advancement of the league.)

(vii) Referee Awards – Top officials as voted on by AWHL coaches.

(viii) AWHL Organization of the Year

(The AWHL organization who has done the best all round job of business operations, marketing, merchandising, website, community service, etc. as voted by their peers).

(ix) AWHL Goaltender of the Year

(The most valuable goalie in the league)

B. Players of the Week

Each AWHL team shall nominate a player from their team each and every week, regardless of the number of games the team plays. Each nomination must be submitted to the AWHL Office in writing no later than 5:00 pm mountain time on Monday of each week. From the list of nominations the AWHL shall select one player as goaltender of the week, one player as the defensive player of the week and two players as the offensive player of the week. (Subject to \$50.00 fine)

X. Gag Rule

No player, coach, team personnel of any kind shall make comments which maybe considered or construed as disparaging towards the AWHL, its policies, personnel or officials. A fine of \$249 per occurrence shall take place.

XI. Sanctions

The AWHL Office, as authorized by the AWHL Board of Governors, shall have the power and authority to assess fines, suspensions, and other appropriate disciplinary action against all league officers, league personnel, members of the Board of Governors, representatives of any member teams, as well as players and other personnel associated with those teams. A member team's failure to pay an assessed fine as required in this regulation may result in the loss of roster spot(s), suspension and/or increased fine or suspension.

XII. Protests

Only the playing of an ineligible player can be protested by any AWHL team. Any team that allows a player who is under suspension, or is Ineligible for any other reason, or who is not on the member club's Roster, to participate in a AWHL game shall be subject to a minimum fine of One Thousand (\$1 000.00) Dollars and forfeiture of any game(s) the ineligible player(s) participated in.

Rules

Unless explicitly stated herein, USA Hockey Rules and Regulations shall be the standard rules in AWHL.

I. Teams

All USA Hockey Rules regarding Teams in Uniform shall supersede any rules defined herein.

A. Divisions

There will be 6 teams consisting of one (1) division. Each division will have six teams.

The current division consists of the following teams: Billings Bulls, Bozeman Icedogs, Helena Bighorns and Missoula Maulers.

Any expansion to either league teams or divisional teams must occur in groups of two new teams.

B. Number of Games

Each team will be required to play forty-six (46) games during the regular season.

The regular season is to begin no earlier than the 4th week of September of that playing season unless otherwise submitted in writing to the AWHL Commissioner.

The last game of the regular season shall not take place any later than the 2nd Saturday of March, unless otherwise agreed to by league member clubs.

C. Jerseys

For each AWHL game home teams shall wear their dark color based dark jerseys at home and visiting team shall wear white (light) based jerseys on the road. Each player's jersey shall contain numbering on the back and both sleeves.

(i) Special Events

AWHL teams shall also be permitted to wear "third" jerseys or "special occasion" jerseys at home by filing sufficient written notice at least one week in advance with the visiting team of the game in which the home team wishes to wear the "third" jersey.

(ii) Name Plates

AWHL Teams are required to have nameplates for each player who dresses for competition during the regular season and playoffs. Teams who do not comply are subject to a twenty-five dollar (\$25.00) league fine, per occurrence.

(iii) Use of ProJoy Jerseys

All teams required to use ProJoy jerseys.

II. Standings

A. Tie-Breaking Policy⁹

At the conclusion of the AWHL regular season, teams that have an equal amount of points shall have their final position in the AWHL standings determined by applying the procedures in the order presented until a final position in the standings has been determined for any and all teams with a equal amount of points at the conclusion of the AWHL regular season.

* Number of wins

- Head to head competition during the regular season.
- Goal differential in head to head competition during the regular season.
- Most Goals for in head to head play.

B. Playoffs for 2012

(i) Playoff Eligibility

Top four teams will be eligible for playoffs

Playoff series will consist of two (2) best-of-seven semi-final series, followed by a best of seven (7) final series.

(ii) Playoff Format

- Teams with under 5 hours travel will play a 1-1-1-1-1-1 format unless otherwise mutually agreed to.
- Teams over 5 hours travel (300 miles) will play a 2-3-2 format unless otherwise mutually agreed to. The higher seeded team will get the choice of which home dates they would like to play.
- Teams who can't get ice for a game may schedule a game at another location no more than 120 miles from their home rink. If they cannot do this, the game shall be played at the opponent's rink with the home ice advantage going to the team who is determined the home team by seeding.
- Home team is responsible for hotel rooms (12) for visiting teams. This includes a night before stay by the visiting team, if requested. NO EXCEPTIONS.
- Visiting teams can receive game day ice based on availability. Visiting teams shall bear cost of this ice.
- Any and all disputes shall be arbitrated by the Commissioner's Office.

(iii) Playoff Dates for 2010

These are the default dates to be played. Games cannot be scheduled outside of these dates.

(a) ROUND 1 – League Semi-Finals (March 16-February 28)

- Game 1 – Friday, March 16, 2012
- Game 2 – Saturday, March 17, 2012
- Game 3 – Wednesday, March 25, 2012
- Game 4 – Friday, March 23, 2012
- Game 5 – Saturday, March 24, 2012
- Game 6 – Sunday, March 25, 2012
- Game 7 – Sunday, March 25, 2012

(b) ROUND 2 – League Finals (April 13-22)

TBD

III. Game Day Operations

A. Off-Ice Officials

In any AWHL game or league championship playoff game, any team that fails to have a full complement of Off-Ice officials, a timekeeper, an official scorer and two (2) penalty box attendants, may be subject to a payment of a fine of fifty (\$50.00) dollars per violation. Off-Ice Officials must be 18 years of age or older.

B. Medical Care at Games

Every home team shall have in attendance at all games, personnel with a minimum of advanced first aid to provide medical care to an injured player, coach, trainer, team personal and official. Any violation of this regulation shall be immediately referred to the attention of the AWHL Office and shall, upon verification, result in appropriate action by the AWHL Office. Every home team must have transportation immediately available for the purpose of transporting an injured player to a hospital.

C. Security

Each member team shall provide at its home arena a separate dressing room for exclusive use of the referee and linesmen. No other person shall be permitted in this dressing room without permission of the referee. Each member team shall provide adequate protection for the referee and linesmen.

AWHL players, coaches, trainers or other club personnel of any kind are not permitted to communicate in any manner with on-ice officials at any time prior to a game, between periods of a game or after the conclusion of a game unless so requested by an on-ice official or a supervisor of on-ice officials. Violation of this policy shall result in an immediate suspension of one game per occurrence.

Repeated violations of this rule and regulation shall result in added game suspensions at a rate of two additional games per occurrence for each repeated offense.

Each member team shall provide at its home arena a separate dressing room for the exclusive use of the visiting team. Each member team shall also provide adequate protection for the visiting team, its players, coaches, trainers and team personal.

The referee shall report any failure to comply with or contravention of this Rule to the AWHL Office.

D. Live Broadcasting of Game on Internet

All teams are required to broadcast all of their home games live on the Internet via AWHL TV. A link to the broadcast must be clearly visible on the team's home page on their web site.

(i) Video Broadcasts

Home team is responsible to video and supply announcer and video of all home games for live broadcast on the Internet. All games may, at the option of teams, be broadcast on a pay per view basis thru the AWHL website. League will receive all income from the broadcasts. A per game fine of \$500.00 and forfeit of game will be assessed to teams that don't make the effort to broadcast games.

(ii) Scout Access

Shall a team choose to charge for its broadcast, it must have a method for scouts of higher levels of play of sanctioned leagues, to view free of charge and disclose this method to the league for distribution to said scouts.

E. Video Archiving of Games¹¹

Home teams are required to supply an archive all AWHL games in their entirety, including any and all incidents that may occur during the course of the pre-game warm up or the game.

The home team is responsible to provide the archive of that game tape in its entirety within 12 hours following that contest.

Within 12 hours after the conclusion of any AWHL game and at the request of the AWHL Office the Referee in Chief, the home team must provide an archive to the AWHL Office or the Referee in Chief for review of any incident, which may require supplementary discipline.

Any violation of this rule & regulation may result in a fine Two-Hundred and Fifty (\$250.00) Dollars, per occurrence.

F. Electronic Score Sheets

Each team is required to use Pointstreak to report game statistics in real time.

G. Line Up Sheets

Each AWHL team is required to deliver a completed official line up sheet to the official score keeper no less than fifteen (15) minutes prior to the start of a game.

H. Game Timing Procedures

The home team must provide the visiting team head coach immediately upon arrival at the arena a game itinerary which outlines warm up starting time and game staging time. The itinerary must also be posted in the official's room prior to the game. The AWHL Office must approve any change to the game start time from the time listed on the official AWHL schedule.

35 Minutes prior to game time:

1. Officials on the ice for warm-ups.
2. Both teams take ice for warm-ups with 15:00 on the clock.
3. Home team supplies pucks to visiting team.
4. Coach or team official on each respective bench. (Team official must be at least 18 years of age).
5. Teams may not cross the centerline for warm-up.
6. Warm ups to be fifteen (15) minute in length, set official clock to 15:00 minutes.

20 Minutes prior to game time:

1. Players have one minute to leave the ice.
2. If the rink only has one exit from the ice, the team closest to the exit will leave the ice first.
3. Pucks are to be picked up by home team personnel.
4. Ice resurfacing machine(s) enters the ice.
5. Referee reviews the official score sheet and each teams completed line up sheet.

5 Minutes prior to game time:

1. Officials come on ice; they must be notified by game manager or Off-Ice Official Officials. (This notification does not violate Rule and Regulation 11 above).

4 Minutes prior to game time:

1. Teams are notified and may enter the ice -- if a team is not on the ice in a reasonable amount of time, the offending team is subject to a bench minor penalty.

3 Minutes prior to game time:

1. Visiting team enters the ice first followed by the home team unless otherwise directed by the home's team's script.
2. All non-starting players report to their respective bench.
3. Starting players skate to their blue line.
4. Announce on ice game officials
5. National Anthem
6. Opening face-off

INTERMISSIONS

Intermissions will be fifteen (15) minutes in length unless special activities require more time. Requests must be made to the league office for any intermissions that will last more than 15 minutes in writing or email. Intermissions shall never exceed twenty (20) minutes.

3 Minutes prior to the start of the next period:

1. Officials return to ice -- must be notified by game manager or Off-Ice Officials.

2 Minutes prior to the start of the next period:

1. Visiting team shall return to the ice followed by the home team; -- if a team is not on the ice in a reasonable amount of time, the offending team is subject to a bench minor penalty.
(Note: Prior to the start of the of a period, only players who are starting the period are allowed on the ice, the remaining players shall report immediately to their own bench).

I. Personnel on Bench

Only four (4) non-playing team personnel may be on or near the team bench during a game. A coach and/or team official shall have the responsibility to be on the players team bench during all times when players from the team are on the ice, including pre-game warm-ups, during each period and at the conclusion of the period/game, until both teams have cleared the Ice.

J. Goal Lights

Goal lights and goal judges are required at games.

K. Overtime Procedures

(i) Regular Season

During Regular Season games, if at the end of three (3) regular twenty (20) minute periods the score shall be tied, a five (5) minute sudden victory overtime period will be played. There will be no more than two (2) overtime periods of 5- minutes each.

(a) A two (2) minute intermission will be put on the clock and the teams will remain on/near their bench.

(b) After intermission the teams will then begin play of the first overtime period with the team scoring first declared the winner and being awarded two (2) points for the win. Zero (0) points are awarded for the loss. The overtime period shall be played with each team at a numerical strength of four (4) skaters and one (1) goalkeeper. Penalties to be assessed consistent with the USA Hockey playing rules in the same manner as in regulation time. How teams place players on the ice once a penalty is assessed are outlined in the notes below (B, 2, Notes 1 through 5).

(c) If the score shall still remain tied at the end of the five (5) minute first overtime period, a second five (5) minute overtime period will take place. A two (2) minute intermission will be put on the clock with both teams remaining near or on their bench during this time. The second (2nd) overtime will be with a numerical strength of 3 on 3.

(d) If a penalty occurs during the second overtime period the non-offending team will take a 4-3 advantage. Teams will remain 4-3 until the first stoppage of play following the expiration of that penalty unless a goal is scored. Should a goal be scored the game is over and the team scoring this goal is declared the winner.

(e) If at the end of the second overtime period the game is still tied, a shootout will take place using the shootout rules listed in Section B below.

(f) If either team declines to play in the necessary overtime period or periods the game shall be declared a loss for that team.

(Note 1) If a team is penalized in this first overtime, teams play 4 on 3, the penalized team plays one man down for the duration of the penalty. Once the penalty has expired the penalized player may return to the ice and play continues 4 on 4. .

(Note 2) If there is a manpower advantage situation, which carries over from regulation time to overtime, the above criteria of Note 1 will be applied at the start of the overtime (4 on 3).

(Note 3) A team shall be allowed to pull its goaltender in favor of an additional skater in the overtime period.

(Note 4) Should a regulation time game end with an on-ice manpower strength of 5 on 3, teams will commence the first overtime with strength of 5 on 3. At the expiration of the first penalty teams will remain 5-4 until the first stoppage of play. At the first stoppage of play, team will be 4-3 until the second penalty expires.

(Note 5) If at the end of regulation time teams are 3 on 3, overtime starts with the same odd man advantage rule, i.e. if a penalty expires for one team's player he may enter the ice and create a 4 on 3 situation. When the other player's penalty expires he may enter the ice, which would result in a 4 on 4 situation. The remaining player in each box cannot leave the box until a stoppage of play is called. Should there be a 4 on 3 situation at the end of the first (1st) overtime then this situation shall be in place when teams start a 2nd OT period. Once that penalty is over, teams will revert to 3 on 3 upon the first stoppage of play.

(ii) Playoffs

(a) Teams shall return to their dressing room and the ice shall be resurfaced. A fifteen- (15) minute intermission shall take place.

(b) Teams will change ends each overtime period.

(c) A twenty- (20) minute period shall be played with a numerical strength of 5 on 5. All penalties will carry over from regulation and any earlier overtime period.

(d) The game shall terminate upon a goal being scored and the team scoring declared the winner. If no goal is scored, the same procedure as above shall be repeated until a winner has been determined.

L. Shootout Procedures

(i) Pre-Season Games

During Preseason and Exhibition games if the score is tied at the end of three periods, the following SHOOT OUT RULES shall take place:

Procedure

A one- (1) minute intermission will be put on the clock and teams will remain on/near their bench.

Each linesman will get the line-up rosters from the official scorer.

Goaltender will defend the same net as in the 1st and 3rd periods.

The referee shall instruct the goalkeeper about the shootout procedures.

All players not shooting shall be in the player's bench.

Goaltenders/Players that are not eligible to participate in the shootout are those who have received a game ejection, game misconduct, match or gross misconduct penalty. (Note: Do NOT send a player to the dressing room late in a close/tied game)

Five players from each team shall participate in the shootout (penalty-shot style).

Any player is eligible except those mentioned above and the back-up goaltender.

The Visiting team will shoot first. A player from the home team shall then shoot and the procedure shall be repeated until all ten (five from each team) have taken a shot or until a team is mathematically eliminated. The team with the most shoot out goals wins.

Goaltenders maybe changed before and during the shootout. No warm-ups are permitted. No time-outs maybe used during the shootout.

If both teams have scored the same number of goals after the original five- (5) players have shot, the game will be decided by a sudden death shootout. The team who scores the first "unanswered" goal is the winner. This will continue until there is a winner. Players, who have already shot, are no longer eligible. Players beyond the original 5 will be selected from eligible players on the bench.

No player may re-shoot until all eligible players have shot.

(ii) Regular Season Games

The same rules regarding the shootout procedure in preseason shall be in effect.

The team losing the shootout shall receive one (1) point in the standings.

M. Post-Game Handshake

There will be no shaking of hands at the end of any AWWHL regular season or playoff game unless it is the final game of the playoff series.

N. End Game Reporting

Team are required to fax the official "USA Hockey Junior Program Official's Game Report" to the league fax number and/or email immediately after the Referee provides the team with the complete report.

League Fax Number: (877) 435-3623

League emails: Send to both mikebutters@me.com and hockeyref2@aol.com.

IV. Playing Rules

A. Instigation

Any player assessed a penalty for instigating a fight shall be ejected from the game. For each additional instigating penalty a player is assessed during the course of the regular season, he shall receive in addition to the ejection from the game, a suspension equal in games to the number of instigation penalties the player has received.

B. Nine Dot Faceoff Rule

Faceoff always goes to the nearest faceoff dot close to where the puck left play or infraction occurred. If a penalty is given to Team A, the faceoff is in Team A's defensive zone. If defensive player puts it out near the blue line, faceoff would go to the dot way inside the zone.

C. In period Official Time-outs

An official time out consisting of :60 shall be held upon the first whistle to stop play during each period following the 10:00 minute mark and 5:00 minute mark of each period.

In the event that a long whistle takes the play from the 10:00 mark to the 5:00 mark in that period. There will be a :60 time-out held upon successive whistles following the 5:00 mark (2 time-outs on back to back stoppages).

During these time-outs, players on the ice will report to their respective benches. The timekeeper shall sound the horn to indicate there are :10 remaining in the time-out.

AMENDED AND RESTATED

AMERICAN WEST HOCKEY LEAGUE MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") made as of _____, 20____, by and between _____, a _____ (for profit corporation) with offices located at _____ (the "Team") and the American West Hockey League, a Montana non-profit corporation with offices located at 3230 Ben Hogan Lane, Billings MT 59106 ("AWHL").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the AWHL and the Team hereby covenant and agree as follows:

I. TEAM MEMBERSHIP

AWHL hereby grants the Team membership in the AWHL with all the rights and privileges that such status may accord. In consideration thereof, the Team hereby agrees to accept and abide by the Constitution, By-Laws, this Membership Agreement and the Rules and Regulations of the AWHL, as they may be amended from time to time, as well as the decisions of the Board of Governors, the Executive Committee and the Officers of the AWHL in accordance with these documents. It is further agreed and understood that continued membership and good standing in the AWHL shall be specifically conditioned upon compliance with and adherence to the Constitution, By-Laws, this Team Agreement, Rules and Regulations, and decisions as required above.

II. DUES, FINES AND ASSESSMENTS

The Team hereby agrees to pay to the AWHL the following sums in order to maintain membership in good standing within the AWHL:

A. DUES

The Team hereby agrees to pay to the AWHL, when assessed, dues as may be determined by the Board of Governors to be necessary for the operation of the AWHL, which shall be paid promptly, in the amounts and at the times specified by the Board of Governors.

B. FINES OR PENALTIES

The Team hereby agrees to pay any and all fines or penalties to the AWHL that may be assessed by the AWHL, its Board of Governors, or any authorized Officer of the AWHL for infractions of the AWHL's Articles of Incorporation, By-Laws, Rules and Regulations, or Playing Rules.

C. ASSESSMENTS

The Team hereby agrees to pay any and all assessments or fees to the AWHL that may be levied by the Board of Governors pursuant to the Constitution, By-Laws, and Rules and Regulations of the AWHL.

III. FINANCIAL PERFORMANCE GUARANTEE

On or before the annual scheduling meeting of the AWHL or as otherwise determined by the AWHL, the Team agrees to submit to AWHL, as security for its performance of all obligations, duties and responsibilities as a member of the AWHL, the Personal Promissory Note, Performance Bond and Guarantee of Operation form. This security shall be retained by the AWHL to secure satisfactory performance and may be executed if any default by the Team of its obligations, duties and responsibilities as a member of the AWHL is not cured by the Team within thirty (30) days of receipt of a notice of default from AWHL.

IV. PLAYING RULES

All League competition, including playoffs, shall be governed and controlled by playing rules and regulations adopted by the Board of Governors of the AWHL prior to the commencement of a playing season, or as such rules may be amended, modified or annulled by the Board of Governors during a playing season.

V. INDEMNIFICATION

The Team hereby agrees to indemnify and hold the AWHL, its Board of Governors, Executive Committee, officers and league officials harmless from any and all liability, responsibility, claims, damages or any obligations, whatsoever, arising out of or in the course of the operation by the Team of its own hockey the Team, its competition in the AWHL, and its membership and operation of the Team within the AWHL. It is understood and agreed that damages for a breach of this provision shall include any and all fees and/or expenses, including attorney fees, incurred by the AWHL in the enforcement of this Article.

VI. SPECIAL CONDITIONS OF MEMBERSHIP

It is understood and agreed that membership in the AWHL is subject to and specifically conditioned upon continued performance by the Team of each and all of the duties and obligations detailed herein. Any failure by the Team to perform or any breach of one or more of the conditions set forth herein may result in the cancellation, revocation and/or annulment of this Agreement and AWHL membership granted herein in accordance with the AWHL Constitution.

VIII. TERM

It is understood and agreed the term of this Agreement shall commence on the date of this Agreement, and shall continue for so long as the Team shall remain a member in good standing of the AWHL, as determined by the Board of Governors of the AWHL.

IX. AMENDMENT

This Agreement is not subject to any alteration, addition, or amendment, unless and upon the condition that said alteration, addition or amendment is set forth in writing and signed by both parties hereto.

X. GOVERNING LAW

This Agreement shall be construed and performed according to the laws of the State of Montana.

XI. ARBITRATION

Any and all disputes regarding the interpretation or application of, or compliance with, any provision of this Agreement and/or the Constitution, By-Laws , Rules and Regulations and Standard of Excellence Packages of the AWWHL will be resolved exclusively by binding arbitration. Any and all disputes between the Team and the AWWHL, or between the Team and another member or members of the AWWHL, shall be resolved through binding arbitration. Any arbitration hereunder shall be conducted under the Rules of the American Arbitration Association as modified herein and shall take place in Helena, Montana.

The arbitration provisions of this agreement shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations of the other party hereunder for which such party may require provisional relief pending a decision on the merits by the arbitrator, and consent is hereby granted to the exclusive jurisdiction of Alaskan courts for such purpose. The arbitrator shall have authority to award any remedy or relief that a court of competent jurisdiction could grant in conformity to applicable law.

IN WITNESS WHEREOF, the parties have set their hands as of _____, 20____.

THE AMERICAN WEST HOCKEY LEAGUE

By: _____
Mike Butters

Signed – Agreed & Accepted

Its: _____
Commissioner

Printed Name

AWHL RECIPROCAL LICENSE AGREEMENT

THIS RECIPROCAL LICENSE AGREEMENT ("Agreement") made as of _____, 20____, by _____ and _____ between _____, an _____ company, with offices at _____, d/b/a _____ (the "Team") and the AMERICAN WEST HOCKEY LEAGUE, a Montana non-profit corporation with offices at 3230 Ben Hogan Lane, Billings MT 59106 (the "League").

RECITALS

A. The Team is the owner of certain proprietary rights in and to the property described in Schedule "A" attached hereto (the "Team Property");

B. The League is the owner of certain proprietary rights in and to the property described in Schedule "B" attached hereto (the "League Property");

C. The League desires to use the Team Property for commercial purposes on or in association with the manufacture, packaging, offering for sale, sale, advertising, promotion, shipment and distribution (the "Exploitation") of certain products in the United States and Canada (the "Licensed Territory");

D. The Team desires to use the League Property for commercial purposes on or in association with the Exploitation of certain products in the Licensed Territory;

E. The Team and League are each willing to grant the other the right to use the other's Property on or in association with the Exploitation of certain products in the Licensed Territory, in accordance with the terms and conditions recited herein;

F. The Team grants the Team Property License, as defined below, to the League in exchange for certain benefits which will inure to the Team as a member of the League, including, but not limited to, a potentially reduced annual payment to be paid by the Team to the League; and

G. The League grants the League Property License, as defined below, to the Team in exchange for certain benefits which will inure to the League, including, but not limited to, the further development of the League.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises, covenants and conditions herein contained, the League and Team hereby agree as follows:

1. Representations by Team.

A. The Team represents that it has the right to license for commercial purposes the use of the Team Property as previously defined, including, but not limited to, the name, nickname, logo, insignia and other indicia of the Team, and also has the right to negotiate this Agreement and the right to grant to the League the rights described herein.

B. The Team further represents that the Team has not entered into, granted or become subject to, and will not enter into, grant or become subject to, any agreement, right or obligation which will prevent (or materially interfere with) the League from exercising the rights granted to the League hereunder.

2. Representations by League.

A. The League represents that it has the right to license for commercial purposes the use of the League Property as previously defined, including, but not limited to, the name, nickname, logo, insignia and other indicia of the League, and also has the right to negotiate this Agreement and the right to grant to the Team the rights described herein.

B. The League further represents that the League has not entered into, granted or become subject to, and will not enter into, grant or become subject to, any agreement, right or obligation which will prevent (or materially interfere with) the Team from exercising the rights granted to the Team hereunder.

3. Grant of License by Team.

A. Subject to the terms and conditions hereof, the Team hereby grants to the League a non-exclusive, non-transferable, non-assignable license, without the right to grant sub-licenses, to use the Team Property solely on or in association with the Exploitation of certain products and solely within the Licensed Territory (the "Team Property License").

B. The rights, licenses and privileges granted by the Team hereunder shall not constitute or be used by the League as a testimonial or endorsement by the Team of any Licensed Product or any other product or service.

C. All rights not expressly granted to the League in this Agreement are specifically reserved to the Team.

4. Grant of License by League.

A. Subject to the terms and conditions hereof, the League hereby grants to the Team a non-exclusive, non-transferable, non-assignable license, without the right to grant sub-licenses, to use the League Property solely on or in association with the Exploitation of certain products and solely within the Licensed Territory (the "League Property License").

B. The rights, licenses and privileges granted by the League hereunder shall not constitute or be used by the Team as a testimonial or endorsement by the League of any Licensed Product or any other product or service.

C. All rights not expressly granted to the Team in this Agreement are specifically reserved to the League.

5. Term. The term of this Agreement (the "Term") shall extend from the date first written above until Team ceases to be a member of the League, the League is dissolved, or the parties mutually agree to terminate this Agreement, whichever occurs first.

6. Royalty Payment to Team. Since the proceeds from the Exploitation of the Team Property by the League under the Team Property License will be used to defray the operating expenses of the League, of which Team is a member, the parties agree that no royalty shall be due or payable to the Team for the sale by the League of any products using the Team Property.

7. Royalty Payment to League. Since the proceeds from the Exploitation of the League Property by the Team under the League Property License will be used to defray the operating expenses of the Team, a member of the League, the parties agree that no royalty shall be due or payable to the League for the sale by the Team of any products using the League Property.

8. Ownership of Rights.

A. It is understood and agreed that the Team is the sole and exclusive owner of all right, title and interest in and to the Team Property, and that the League is the sole and exclusive owner of all right, title and interest in and to the League Property.

B. Nothing contained in this Agreement shall be construed as an assignment to the League of any right, title or interest in and to the Team Property or any part thereof. All right, title and interest relating to the League Property are expressly reserved by the Team, except for the rights that are expressly licensed hereunder.

C. Nothing contained in this Agreement shall be construed as an assignment to the Team of any right, title or interest in and to the League Property or any part thereof. All right, title and interest relating thereto are expressly reserved by the League except for the rights that are expressly licensed hereunder.

9. Indemnification Regarding Team Property License.

A. The League hereby agrees to be solely responsible for, defend, hold harmless and indemnify the Team and its directors, officers, employees and agents from and against any claims, demands, suits, losses, damages and expenses thereof (including reasonable attorney's fees and disbursements) arising out of, or resulting from the League's exercise of its rights under the Team Property License or this Agreement, including, but not limited to, the following:

- (i) the acts or omissions of the League;
- (ii) breach of this Agreement by the League;
- (iii) allegations of unauthorized use of any patent, process, idea, method, material or device by the League relating to the League's use of the Team Property.

In any instance to which the foregoing indemnities pertain, the League shall keep the Team fully advised of all developments and shall not enter into a settlement of any such claim or action without the Team's prior written approval, which shall not be unreasonably withheld.

B. The Team shall be given prompt written notice of and shall have the right (but not the duty) to undertake and conduct the defense of any such claim, demand, suit or cause of action with attorneys of its own selection.

C. The Team hereby agrees to be solely responsible for, defend, hold harmless and indemnify the League, its directors, officers, employees and agents from and against any losses, damages and expenses thereof (including reasonable attorney's fees and disbursements) arising out of, or resulting from:

- (i) a judgment resulting from a claim that the use of the Team Property as authorized in this Agreement violates or infringes upon the trademark, copyright or other rights of a third party in or to the Team Property; or
- (ii) a breach of this Agreement by the Team.

In any instance to which the foregoing indemnities pertain, the Team shall keep the League fully advised of all developments and shall not enter into a settlement of any such claim or action without the League's prior written approval, which shall not be unreasonably withheld.

D. The League shall be given prompt written notice of and shall have the right (but not the duty) to undertake and conduct the defense of any such claim, demand, suit or cause of action with attorneys of its own selection.

10. Indemnification Regarding League Property License.

A. The Team, hereby agrees to be solely responsible for, defend, hold harmless and indemnify the League and its directors, officers, employees and agents from and against any claims, demands, suits, losses, damages and expenses thereof (including reasonable attorney's fees and disbursements) arising out of, or resulting from the Team's exercise of its rights under the League Property License or this Agreement, including, but not limited to, the following:

- (i) the acts or omissions of the Team;
- (ii) breach of this Agreement by the Team;
- (iii) allegations of unauthorized use of any patent, process, idea, method, material or device by the Team relating to the Team's use of the League Property.

In any instance to which the foregoing indemnities pertain, the Team shall keep the League fully advised of all developments and shall not enter into a settlement of any such claim or action without the League's prior written approval, which shall not be unreasonably withheld.

B. The League shall be given prompt written notice of and shall have the right (but not the duty) to undertake and conduct the defense of any such claim, demand, suit or cause of action with attorneys of its own selection.

C. The League hereby agrees to be solely responsible for, defend, hold harmless and indemnify the Team, its directors, officers, employees and agents from and against any losses, damages and expenses thereof (including reasonable attorney's fees and disbursements) arising out of, or resulting from:

- (i) a judgment resulting from a claim that the use of the League Property as authorized in this Agreement violates or infringes upon the trademark, copyright or other rights of a third party in or to the League Property; or
- (ii) a breach of this Agreement by the League.

In any instance to which the foregoing indemnities pertain, the League shall keep the Team fully advised of all developments and shall not enter into a settlement of any such claim or action without the Team's prior written approval, which shall not be unreasonably withheld.

D. The Team shall be given prompt written notice of and shall have the right (but not the duty) to undertake and conduct the defense of any such claim, demand, suit or cause of action with attorneys of its own selection.

11. Recitals. The parties hereto acknowledge and agree that the recitals contained in this Agreement are true and correct as of the date first above written.

12. Notices. All notices or other communications or deliveries required or desired to be sent to either party shall be in writing and sent by Registered or Certified mail, postage prepaid, return receipt requested, by prepaid courier, or by facsimile charges prepaid to the following addresses:

If to the Team: _____

If to the League: American West Hockey League

Attention: Commissioner

Either party may change such address by notice in writing to the other party.

13. Choice of Law. This Agreement shall be governed by the laws of the State of Montana. It is further agreed that all disputes, controversies or differences whatsoever arising under, in connection with, or incident to the business relationship of which this Agreement is a part shall be governed exclusively by the laws of the State of Montana.

14. Arbitration. Any dispute regarding the interpretation or application of, or compliance with, any provision of this Agreement will be resolved exclusively by binding arbitration. Any arbitration hereunder shall be conducted under the Rules of the American Arbitration Association as modified herein and shall take place in the state of Montana. The award of the arbitrator may be enforced by the Montanan courts.

The arbitration provisions of this Agreement shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations of the other party hereunder for which such party may require provisional relief pending a decision on the merits by the arbitrator, and consent is hereby granted to the exclusive jurisdiction of Montanan courts for such purpose. The arbitrator shall have authority to award any remedy or relief that a court of competent jurisdiction could grant in conformity to applicable law.

15. Captions. The captions used with the paragraphs and subparagraphs of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part hereof nor shall such captions otherwise be given any legal effect.

16. Waiver.

A. No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

B. Resort by either party hereto to any remedies referred to in this Agreement or arising by reason of a breach of this Agreement by the other party shall not be construed as a waiver by the non-breaching party of its right to resort to any and all other legal and equitable remedies available to such party. Further, failure on the part of either party to resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which such party is entitled, whether under the terms of this Agreement or otherwise.

17. Survival of the Rights. Notwithstanding anything to the contrary herein, such obligations which remain executory after the termination hereof by expiration of the Term of this Agreement, or otherwise, shall remain in full force and effect until discharged by performance and such rights as pertain thereto shall remain in force until their expiration.

18. Severability. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent that same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

19. Entire Agreement. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understanding or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

TEAM: _____

By: _____

Its: _____

AMERICAN WEST HOCKEY LEAGUE

By: _____

Its: Commissioner

SCHEDULE A

DESCRIPTION OF THE TEAM PROPERTY

1. Team Name: _____
2. Team Logos or Insignias: [Attach copies of all Team logos or "insignias."]

**NON-NEGOTIABLE AND NON-TRANSFERABLE
PERSONAL PROMISSORY NOTE
AND
GUARANTEE OF OPERATION**

For good and valuable consideration, receipt of which is hereby acknowledged, I, _____ (“Maker”), residing in the State of _____, do personally promise to pay to the order of the American West Hockey League (“AWHL”), a non-profit organization, a principal sum determined by the AWHL to meet any financial obligations the _____ Tier III Junior Hockey Club owes due to its failure to operate and / or compete in all scheduled games during the ____ - ____ AWHL season, including playoff competition. The principal sum determined by the AWHL shall not exceed ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00).

I, Maker, understand the AWHL, its member clubs and USA Hockey rely on this Personal Promissory Note and Guarantee of Operation. I, Maker, also understand certification of the AWHL as a Tier III Junior Hockey League by USA Hockey may depend, in part, on the aforementioned promise and guarantee made by me.

This Personal Promissory Note and Guarantee of Operation is expressly made non-negotiable and non-transferable and presentment, demand, notice of demand and notice of dishonor or default are expressly waived herein.

In the event of default, I, Maker, shall be liable for all costs of collection on this Personal Promissory Note and Guarantee of Operation including all damages suffered by the AWHL and / or its member clubs as well as reasonable attorneys’ fees therefore.

Signature of Maker

Witness

Printed Name of Maker

Printed Name of Witness

Address of Maker

AWHL COMMISSIONER

Address of Maker

Date

AWHL Team

AWHL OWNERSHIP STANDARDS OF EXCELLENCE

Team Organization

Each prospective member team must be certified and approved by the AWHL Board of Governors, upon admission to the AWHL and on a regular basis thereafter. In order to be certified, the team must provide and sustain the following organizational structure and requirements:

(1) Ownership of the team shall be sophisticated in nature. By definition, any member team in the AWHL must be comprised of an individual or individuals who have formed a for profit corporation (LLC) for the purpose of team business operation. One or more individuals who meet the financial standards as set forth in the bylaws shall perform any financial responsibility to the league.

(2) The team shall pay a league membership fee, and league dues as assessed by the Board of Governors.

(3) Each new team, directly or through its ownership, shall secure:

- i) A performance bond in the amount of not less than \$135,000.
- ii) A guarantee against the obligations and liabilities of the team in the amount of not less than \$250,000.

(4) Ownership of the team shall have a liquid net worth (disposable and available) of no less than \$1,000,000 either corporately, individually, or jointly which shall be made available to secure the performance of the team.

(5) All teams must be insured under the standard USA Hockey insurance program. The member team may, at its own cost, seek higher coverage with greater liability limits than those supplied by USA Hockey.

(6) Each team shall submit annually to the league and its Executive Committee, for review, comment and consultation, a complete and professional business plan, setting forth among other matters:

- i) A financial report and review of the team's prior year;
- ii) Goals, objectives, projections and benchmarks for the coming season; and
- iii) Resource allocation (including personnel) to accomplish the plan's objectives.

The league's Board of Governors, directly or through its league office and one or more committees, shall review and insure compliance with the terms of the business plan, and shall impose a plan of corrective action as necessary in those instances where a team does not demonstrate the capacity to conduct business according to the terms of its business plan and the standards of the league.

Venue

(1) Arena - Each member team must secure, through lease or purchase, an arena, which meets the following minimum requirements.

a. Size of Ice Surface

That all AWHL competition shall be conducted on an ice surface of at least 85' x 200', unless a waiver of this requirement is preapproved. A waiver of the rink size requirement shall require the consent of both USA Hockey and the AWHL, and must be based upon a good-faith showing of a need therefore.

In addition to standard day-of-game ice availability for both teams participating in a game, each team shall have a minimum of 7 hours per week of ice time on a similar surface, for its exclusive practice use.

b. Seating and Availability

(1) All applicants for Tier III status shall be required to provide seating (including standing room, suite and premium seating) for a minimum of 500 fans.

(2) Each franchise must have the availability of 40 scheduling dates (minimum) for regular season league games with additional playoff dates available upon request and/or as applicable.

(3) The Tier III team(s)/league(s) are operationally based upon local fan support. Therefore, teams must draw a minimum of 7,200 fans per year or demonstrate a reasonable capability of securing this level of fan support in order to be classified as Tier III.

(4) Each team must have at its home arena (and if different from its home arena, at its regular practice venue):

(i) A professional-standard, sanitary, comfortable, spacious, fully furnished and modernly equipped dressing and locker room. A skate sharpener shall be standard equipment.

(ii) A professional-standard, sanitary, fully furnished and modernly equipped medical room.

(iii) At the regular practice venue or off-site, a professional-standard, fully equipped, safe and sanitary weight and conditioning room, approved by the league's Commissioner.

(iv) At the home arena, secure and comfortable locker room facilities for the referees, visiting team, and visiting coaches.

(v) Secure entry into and exit from the venue and dressing and locker room area(s) for all coaches, players, and officials.

(5) Teams must have separate and secure seating for the media, college and pro scouts, and non-dressing players.

(6) The arena shall have adequate restroom facilities and ADA seating compliance.

c. Technical Elements

(1) The arena shall mount and professionally program and operate present-generation electronic scoreboard and game time and penalty clocks, as well as wiring and wireless access to the team's media deliverables (radio, television, Internet, etc.).

(2) Arena staff shall record and distribute a clear, digital-broadcast-capable production of each game, a copy of which shall be made available to the visiting team and league officials for review as soon as is practicable after each game. The team shall also provide an area mounted with sufficient screens and recording equipment to allow concurrent review by off-ice officials of game and scoring statistics.

(3) Arena lighting shall be of sufficient intensity to host a standard-quality television broadcast of each regular and post-season game.

D. Medical and Emergency Preparedness

(1) All facilities shall have at least one Automated External Defibrillator unit on site, as well as immediately available personnel trained in its use.

(2) A certified emergency medical technician and/or medical doctor trained in sports medicine, and equipped to respond to and competently address any reasonably foreseeable medical emergency, shall be in attendance at every regular season, preseason, and playoff game.

This provision shall specifically apply to any pre-season or exhibition

(3) Each facility shall have an ambulance either on-site or immediately available at every regular season, pre-season and playoff game.

D. Player Support

(1) Each team will provide high-quality, safety-approved, at a minimum collegiate and preferable professional standard equipment (including but not limited to helmets, gloves, pants practice and game uniforms), and training, warm-up, and outerwear, to each player on the team's active protected list or affiliate called up to appear on the team's active roster.

(3) A system of family billets shall be provided by each team with a cost of \$300.00/month to the athlete.

(4) All member teams in the league must contract with a designated billet supervisor (whether or not paid), who shall report to the team's ownership and senior management (or their authorized designate) and who shall be primarily responsible to oversee the housing and residential care of the team's players.

(i) The Member Club shall be required to perform a confidential initial background check on any person(s) providing billeting services to the team, and renew that background check on a necessary and occasional basis as circumstances may require.

(ii) The name, address, and phone number of the billet supervisor shall be filed with the Commissioner of the league and the Chairperson of the Junior Council prior to September 1 of each season. Any change to this position shall be reported to the same personnel as and when it occurs.

(4) Each team must adhere to applicable NCAA rules and not jeopardize a player's eligibility in any way.

(7) It is imperative that the AWHL be appraised of and has knowledge of the NCAA academic regulations and requirements for its athletes, and to provide a program of educational support and assistance for the student athletes of the team, including both high school and college curricula as necessary. In furtherance thereof, all teams must engage a designated and contracted (whether or not paid) academic supervisor, reporting to ownership and senior management of the Member Club, who shall be primarily responsible for overseeing the academic status and progress of the team's players. The supervisor shall also be responsible for assuring that players who are not attending school maintain a part time job, or fulfill a minimum of eight volunteer hours a week.

(8) The performance of each team in the areas of education assistance, physical/psychological assistance, billets and compliance with the league rules and regulations shall be subject to investigative audits by the league, undertaken by the league commissioner and the Board of Governors. All inquiries regarding the AWHL, its members and its operations shall be the responsibility of the league's commissioner, who shall present an annual report on compliance to USA Hockey.

E. Player Procurement

(1) Protected List.

(i) Each team will be allowed a 25-player Protected List. If an affiliation agreement can be reached with Tier I, Tier II or Midget Hockey this number will be reviewed by mutual submission of the AWHL and the affiliated league to USA Hockey, and consent to their request shall not be unreasonably withheld or denied.

(ii) This protected list will be submitted by each team using its Cyber Sport program after the league draft and when the players on that list have sent in USA Hockey player confirmation numbers to the team.

(iii) Each team is allowed a maximum of four (4) 20-year-olds on its Protected List.

(iv) Each team will comply with the national player registration rules (e.g., the February 10 trade deadline, etc.), enforced through USA Hockey Member Services.

(v) Each team will be allowed to include on its Protected List up to two (2) non-citizen players.

F. Team/League/USA Hockey Marketing Relationship

The AWHL and its member team(s) may seek and may enter into marketing agreements and arrangements with USA Hockey which may involve corporate sponsorship, licensing, publishing and corporate communications. Any marketing agreements shall be beneficial to both organizations.

H. Expansion

Expansion of teams in the existing AWHL to be determined by the Board of Governors of the AWHL through due diligence to insure the applicants meet all of the established criteria for Tier III.

- (1) Probation – all expansion member teams shall be placed on league probation for the period of two (2) years.
- (2) Voting Privileges – all expansion and new members teams will not have voting privileges for the minimum period of one (1) year following their acceptance. This restriction may be lifted for the second year of operation by a 2/3 vote of the AWHL Board of Governors.
- (3) Termination – A new member or expansion team's membership may be terminated at any time during the probationary period, without cause. A 2/3 majority vote of the AWHL Board of Governors is required. A pro-rated portion of the probationary membership's expansion fee will be returned to the terminated member within 60 days of termination.
- (4) Number of Teams – Expansion may only occur when an even number of teams is accepted by the AWHL.

AMERICA WEST HOCKEY LEAGUE PLAYER STANDARDS OF EXCELLENCE PACKAGE

The following minimum standards shall be in effect for all AWHL members:

1. Ice Time – Practice:

Each team must provide a minimum seasonal average of seven (7) hours of practice time, per week. Practice times must be scheduled around player's high school class schedules in their particular city. Players who are attending college must be informed of the team's practice schedule and must schedule their classes around these times. This standard will be in effect in weeks that teams participate in 1-2 games. In the event of additional games, teams will adjust this ice time accordingly. All team's proposed practice schedules for the upcoming season must be submitted to the AWHL office.

2. Off-Ice Strength and Conditioning Facility:

Each AWHL member team must provide its players with a workout facility for the duration of that team's playing season. Players must be able to access this facility anytime from 6:00am-10:00pm. In addition to mandatory team workouts, players must have access to a facility for any additional off ice strength and conditioning needs.

3. Off-Ice Strength and Conditioning Schedule

Each AWHL team must provide a minimum seasonal average of 3.5 hours per week of strength and conditioning time dedicated to a team workout setting. These team workouts must be supervised by a team official. Each AWHL team will submit their team off ice strength and conditioning schedule to the AWHL office for review by a certified Athletic Trainer. These workouts will be sports-specific to ice hockey. In the event of a 3 or 4 game week, these workout times may vary.

4. Education Coordinator

Each AWHL team must have an Education Coordinator (EC). This person will be required to be well versed in the NCAA Clearing House procedure and will assist all AWHL student-athletes in the process of being cleared through the NCAA for eligibility. The Education Coordinator must also be versed in the state school system and will assist players with the transfer process from their home school to the school in which they will be attending while playing in the AWHL. The EC will also be available to the parents of players wishing additional consultation.

5. Education / Work Policy

Each AWHL team will enforce the following minimum baseline standards for players:

- Players who have high school eligibility remaining must attend the required full slate of high school courses towards graduation.
- Players attending high school must work towards achieving a minimum score of 21 on their ACT test or SAT equivalent. Teams shall provide proof of compliance by submitting their SAT scores to the league office at season's end. Teams must illustrate that their players who have not reached the score of 21 on their SAT test have enrolled in future SAT tests. (The intent is to have all high school players' work towards the baseline goal of an SAT score of 21.
- Players who have graduated high school have the option to either:
 - a) Attend a maximum of 6 credit hours of college courses or
 - b) Gain employment in their respective town. Their job will not interfere with scheduled team practices and workouts.

6. Nutrition Plan

Each AWHL team must supply their players with a nutrition guideline for the season. This guideline will be shared with each players billet family and will be the recommended daily staple diet for their players. Teams will submit their nutrition guidelines to the league for review and consultation with a certified nutritionist. All Plans must be submitted to the AWHL for approval.

AWHL TEAM REQUIREMENTS FOR ALL PLAYERS

As part of the Standards of Excellence as set forth by the AWHL, all organizations are bound by the same standards as set forth.

1. Hard Equipment

All AWHL teams are to supply each player with the following equipment.

- a) Helmet – A HEC approved helmet in the respective team’s color. Should a player wish to supply his own helmet due to his own personal preference, he is able to do so at his own cost.
- b) Pants/Shells – All AWHL teams must supply each player with either approved hockey pants or shells in uniform.
- c) Game Jerseys/Socks – All AWHL teams must supply each player with a set of matching home/away game jerseys and socks.
- d) Practice Jerseys/Socks - All AWHL teams must supply each player with a practice jerseys and socks.
- e) Gloves - All AWHL team must supply each player with a set of matching gloves.
- f) Equipment/Hockey Bag - All AWHL teams must supply each player with a hockey bag.

Hard Equipment is defined as team owned equipment that must be supplied to all players and may be retained by each team at season’s end.

2. Soft Equipment

All AWHL team must supply each player with the following “soft” equipment. This equipment will be the players to keep at season’s end.

- a) Warm Up/Track Suit or Team Jacket.
- b) Work out shorts and shirt.