

# United States Fencing Association Affiliate Charter Agreement

## Statement of Purpose

The USFA, acting as a central or parent organization for its subordinate Divisions and Sections, has been granted a Group Tax Exempt determination letter by the IRS.

Subordinates who wish to participate in this Group Exemption must return this form, signed by an authorized Division/Section officer.

## Affiliate Agreement

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the U.S.F.A. Inc., a non-profit corporation of Colorado with its principal place of business located at 711 N. Tejon, Colorado Springs, Colorado 80903 (herein after to be referred to as “USFA”) and the Southern California Division of the USFA, a non-profit association (hereinafter to be referred to as “the Southern California Division”), for and in consideration of the mutual covenants and agreements herein contained.

Whereas, USFA is the national governing body for the sport of amateur fencing, pursuant to the Amateur Sports Act of 1978, as amended; and

Whereas, USFA is the duly authorized representative of the Federación Internacional de Esgrime (FIE) with exclusive jurisdiction over the conduct of the play of the sport of amateur fencing as sanctioned by the FIE within the United States of America; and

Whereas, the Southern California Division and USFA wish to associate in the interest of developing and administering the sport of amateur fencing within the the Southern California Division’s geographical jurisdiction, as provided herein, and consistent with the Articles of Incorporations, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USFA and the FIE;

Now, therefore, intending to be legally bound hereby, USFA and the Southern California Division hereby mutually covenant and agree as follows:

### I. JURISDICTION

USFA hereby grants to the Southern California Division, subject to the limitations contained herein and federal law, the exclusive jurisdiction (as an “the Southern California Division Association” under USFA Bylaws) to conduct certain of the affairs of USFA, to assist in the governance of the members of USFA, and to regulate the sport of amateur fencing within the following geographical area of California – Kern County, San Luis Obispo County, Santa Barbara County, Ventura County and Los Angeles County, except for the cities of La Verne, San Dimas, Pomona and Diamond Bar, which belong to the San Bernadino Division, and that part of Los Angeles County which lies south of the 91 freeway and east of the 710 freeway, which belongs to the Orange Coast Division – in each case as follows:

- A. To collect the regular USFA membership fee which must be turned over upon receipt to the USFA National Office.
- B. To operate fund raising programs or tournaments to support its functions as an the Southern California Division Association of the USFA, including a special charge on paid gate tournaments, games or events sponsored by the Southern California Division, so long as such fund raising programs do not conflict with the USFA's sponsorship or licensing programs of which the Southern California Division is notified from time to time.
- C. To uphold regulations governing eligibility of members for qualifying competitions leading to national tournaments of USFA including the establishment and collection of reasonable fees for such qualify competitions, including but not limited to membership fees or upgrade fees if necessary.
- D. To perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur fencing as an the Southern California Division Association of USFA.

USFA hereby agrees that it will accept and recognize only those individuals, teams, clubs and associations within the Southern California Division's jurisdiction that hold and continue membership in good standing with the Southern California Division. Further, USFA, in accord with the exclusive jurisdiction herein granted, agrees to cooperate with and assist the Southern California Division in the administration of the play of the sport of amateur fencing within the Southern California Division's jurisdiction, when such cooperation and assistance is deemed necessary and/or advisable by the Southern California Division and USFA. USFA hereby agrees to assign the Southern California Division to one of its districts and the Southern California Division is hereby entitled to participate with any other Affiliate Associations within its district with respect to the affairs of the district pursuant to the Bylaws and Rules and Regulations of USFA.

This Agreement establishes certain obligations of and grants certain rights to the Southern California Division as an "Affiliate Association" of USFA. USFA acknowledges that the Southern California Division is and shall remain a separate entity with authority to conduct its affairs and programs, subject only to the express obligations and restrictions either contained in this Agreement or set forth in the USFA Bylaws.

## II. BYLAWS AND/OR POLICIES THAT MUST BE ADOPTED BY THE SOUTHERN CALIFORNIA DIVISION

The Southern California Division, in consideration of the grant of exclusive jurisdiction, hereby agrees to adopt as official policy and/or bylaws of its organization, the following if it has not already done so in its current bylaws:

- A. Bylaw #1 – USFA Preeminence

The Southern California Division, an Affiliate Association of USFA, shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and

Regulations, Playing Rules and decisions of the Board of Directors of the USFA, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Southern California Division. Further, the Southern California Division (i) shall assist USFA in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Rule Book and decisions of the Board of Directors of USFA, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of the USFA:

1) SPORTSMANSHIP

Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.

2) RESPECT FOR THE INDIVIDUAL

Treat all others as you expect to be treated.

3) INTEGRITY

We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

4) PURSUANT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS.

Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

5) ENJOYMENT

It is important for the fencing experience to be fun, satisfying, and rewarding for the participant

6) LOYALTY

We aspire to teach loyalty to the ideals and fellow members of the sport of fencing.

7) TEAMWORK

We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the fencing experience.

#### H. Bylaw #2 – Indemnity

The Southern California Division, an Affiliate Association of USFA, shall indemnify and hold harmless USFA, the Board of Directors of USFA and each member thereof, the Executive Committee of USFA and each member thereof, the Executive Committee of the USFA and each member thereof, the councils and committees of the USFA and each member thereof, and all other elected, appointed, employed or volunteer representatives of the USFA from any and all claims, liability, judgments, costs, attorneys' fees charges and expenses whatsoever, arising from the acts and omissions of Southern California Division, except to the extent (i) that USFA or its aforescribed representatives caused such claims, liability, judgments, costs, attorney's fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules and Regulations, Rule Book, or decisions of the Board of Directors of the USFA. Further, the Southern California Division understands and acknowledges that the USFA and its aforescribed representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this bylaw.

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

#### III. ADDITIONAL PRINCIPLES THAT MUST BE CONTAINED IN THE SOUTHERN CALIFORNIA DIVISION'S BYLAWS OR OFFICIAL POLICY

The Southern California Division hereby understands and agrees that the organization, structure, policy, bylaws and/or operation of the Southern California Division shall reflect, and shall not violate, the following principles:

##### A. Membership

All registered members of the Southern California Division, as a condition of membership in good standing with the Southern California Division, shall also be required to be "Registered Members" in good standing of the USFA.

##### B. Government

The government and authority of the Southern California Division shall be vested in a Board of Directors composed of at least three representatives, as determined by the Southern California Division, selected through an annual democratic election process. A majority of the board must always be composed of representatives selected by such election process. The officers of the Southern California Division, selected by the

registered teams or the Board of Directors, shall include at least a president, vice president and secretary-treasurer. It is recommended that the terms of directors and officers be staggered.

#### C. Voting

Each registered member of the Southern California Division shall be entitled to one vote in the process adopted by the Southern California Division for the election of its Board of Directors. The process adopted by the Southern California Division for the election of its Board of Directors shall be based upon the premise that each registered member of the Southern California Division shall be entitled to one vote. The manner of determining a registered team, and the manner of any voting by proxy, shall be stated in writing and shall be subject to the approval of the Executive Committee of USFA.

#### D. Annual Meetings

Any action(s) or policy(s) adopted or requested to be adopted by the Board of Directors or the officers of the Southern California Division shall be reported to its membership, or their duly authorized representatives, at least once each year at a meeting called for such purpose, with notice and agenda of such meeting being given to all members of the Southern California Division no less than fifteen (15) days in advance of the holding of the meeting, which meeting shall be open to all members of the Southern California Division.

#### E. Financial Reports Due and Assessments

The Southern California Division shall provide to the Executive Director of USFA an annual financial report of operations, and all dues and assessments by the Southern California Division shall be reasonable in relation to the programs it offers to its members.

#### F. Publication of Constitution and Bylaws

The Southern California Division shall annually distribute to its members, copies of its constitution, bylaws and other governing documents, and all amendments thereto. Copies shall also be available upon request.

#### G. Equal Opportunity/ Automatic Suspension of Athletes Without a Hearing

The Southern California Division must provide an equal competitive opportunity taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, resolution of grievances of its members, including fair notice and opportunity for a hearing to any

amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate.

#### H. Insurance

- 1) The Southern California Division agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USFA. USFA shall inform the Southern California Division of the limits of that policy, and of the changes to those limits which may be made by USFA at its sole prerogative. The Southern California Division retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name USFA as an additional insured thereof. By purchasing and maintaining the aforementioned and general liability insurance policy, USFA does not assume, and indeed disclaims, any liability for any actions or omissions of the Southern California Division.
- 2) The Southern California Division agrees to use reasonable efforts to purchase, acquire or provide and maintain in full force and effect at all times, directors and officers liability insurance, and (to the extent such insurance is not obtained through USFA) name USFA as an additional insured there under.

#### I. 501 (c)(3) Status

The Southern California Division shall at all times during the term of this Agreement maintain its tax exempt status under section 501 (c)(3) of the Internal Revenue Code, and shall cooperate with USFA in the event that USFA and the Southern California Division deem it advisable for the Southern California Division to be included in a group exemption letter.

#### J. Abuse

The Southern California Division shall adopt policies prohibiting sexual and physical abuse that meet certain minimum criteria established by USFA (subject to any contrary requirements contained in state or local law applicable to the Southern California Division).

#### K. Adoption

The Southern California Division shall adopt, as amendments to its bylaws and as official policy, the foregoing principles set forth within 180 days of the date of this Agreement. It shall be a condition of the continuation of the grant of the Southern California Division status contained herein for the Southern California Division to deliver written proof of such adoption to USFA at its principal office within 180 days of the date of this Agreement. If the Southern California Division does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in the USFA

#### IV. TERM

This agreement shall be put into effect upon its receipt by the USFA National Office, and shall remain in effect for the perpetuity of the Division represented herein provided said Division remains in compliance with all rules and regulations set forth here and in the USFA Bylaws, Regulations and Rules.

#### V. BREACH

In the event that the Southern California Division shall breach any of the terms and conditions of this Agreement, or any of then Bylaws, Rules and Regulations, Rule Book or decisions of the Board of Directors of the USFA (which provisions are incorporated herein by this reference as though fully set forth herein), then USFA shall have the right to impose sanctions pursuant to USFA Bylaws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to the Southern California Division.

In the event that the USFA shall breach any of the terms and conciliations of this Agreement, then the Southern California Division shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted.

#### VI. MISCELLANEOUS

For the purposes of consistent administration of this Agreement, the following shall govern and control the relationship between USFA and the Southern California Division:

##### A. Notice

Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the following official representative to whom notice should be given of any and all matters involving USFA and the Southern California Division as provided for in this Agreement:

- 1) US Fencing  
Executive Director  
1 Olympic Plaza  
Colorado Springs, CO 80909
  
- 2) The Southern California Division  
Tigran Shaginian, Chairperson  
132 S. Glenoaks Blvd.  
Burbank, CA 91502

(Or any successor Chairperson, as set forth in the Divisions annual Officers' Report)

##### B. Amendment

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

C. Severability

In the event that any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

D. Entire Agreement

This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

E. Governing Law

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Colorado.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective representatives, and attested to by their respective representatives on this \_\_\_\_ day of \_\_\_\_\_, 2012.

USFA Inc.

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

The Southern California Division  
By Tigran Shaginian, its Chairperson

\_\_\_\_\_  
Tigran Shaginian

\_\_\_\_\_  
Date

For USFA National Office Use Only:	
Received Date _____	USFA Director Authorization Signature _____