



EXECUTION COPY
Revised March, 2017

US LACROSSE, INC
CHAPTER AGREEMENT

AGREEMENT made and entered into this _____ day of _____, 2018, by and between US Lacrosse, Inc., a Maryland corporation having its principal offices at 2 Loveton Circle, Sparks, MD 21152 ("US Lacrosse") and _____ (the "Chapter"), a _____ corporation.*
(state)

PRELIMINARY STATEMENT

- A. US Lacrosse is the national governing body of lacrosse. Through responsive and effective leadership, we provide programs and services to inspire participation while protecting the integrity of the sport.
- B. In furtherance of its mission, US Lacrosse fosters men's and women's lacrosse as amateur sports in the United States through a single organization that consolidates the various lacrosse constituencies engaged in the sports; improves the quality of service provided to the game of lacrosse by each such constituency; provides activities that will promote lacrosse nationwide; insures that all decisions concerning the game are made on a fiscally sound basis; and promotes and preserves the values of the game of lacrosse throughout the United States and abroad.
- C. US Lacrosse is the sole and exclusive owner of all proprietary and other property rights and interests in and to the name US Lacrosse, the Lacrosse Museum and National Hall of Fame, or any part thereof, the US Women's National Teams and the US Men's National Teams.
- D. The establishment of Chapters is designed to unite lacrosse enthusiasts within a given geographic region to advance the objectives of US Lacrosse. Such geographic region shall be determined by US Lacrosse using zip codes for the territory in question, a current listing and depiction of which is attached hereto as Exhibit A (such chapter region or territory, as amended or adjusted from time to time, is referred to herein as the "Chapter Territory").
- E. The Chapter desires to become affiliated with US Lacrosse as one of its accredited regional Chapters and to acquire the right to use and enjoy, among other things, US Lacrosse's name, logos and trademarks, goodwill and resources that may be available from time to time in connection therewith.
- F. The Chapter is willing to adopt and agree to adhere to the purposes of US Lacrosse, upon the terms and conditions hereinafter set forth, and the Chapter understands and is willing to comply fully and perform in accordance with all policies, practices, and procedures of US Lacrosse, as hereinafter described.

In furtherance of the foregoing and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

*Note: Please make the appropriate change if the Chapter is not incorporated as of the date of this Agreement

1. GRANT OF RIGHT; IMMEDIATE TERMINATION

- A. Grant of Right. Subject to the terms, conditions, and limitations set forth herein, US Lacrosse hereby grants to the Chapter and the Chapter hereby accepts the right to represent to the public that the Chapter is a chapter of US Lacrosse for the Chapter Territory.
- B. Immediate Termination Events. The Chapter shall be known as the _____ Chapter of US Lacrosse, a regional Chapter of US Lacrosse. This name shall be used only in connection with the Chapter's operations provided for hereunder. Notwithstanding anything to the contrary contained herein, the parties agree that in the event the Chapter or any person, firm or entity acting on behalf of the Chapter takes or fails to take any action that US Lacrosse determines, in its sole and absolute discretion, could adversely affect or bring public disgrace or disrepute to US Lacrosse (an "Immediate Chapter Termination Event"), US Lacrosse shall have the right, but not the obligation, without prejudice to any other rights, remedies or prerogatives it might have hereunder or at law or in equity, immediately to suspend any benefits or other incidents of chapter status on such terms and conditions as US Lacrosse may specify, or to cancel and terminate this Agreement and all rights granted to the Chapter hereunder. In addition, in the event that any officer, director, agent or employee of the Chapter is acting, has acted, or fails to act in a manner that US Lacrosse determines, in its sole and absolute discretion, is inconsistent with the mission, goals, purposes or code of ethics/conduct of US Lacrosse and/or the Chapter (an "Immediate Individual Termination Event"), US Lacrosse shall have the right but not the obligation, without prejudice to any other rights, remedies or prerogatives it might have hereunder or at law or in equity immediately to suspend or remove or cause the Chapter to suspend or remove such person from his or her position with the Chapter, and, as applicable, to bar such person from further involvement with the Chapter in whole or part either on a temporary or precautionary basis or permanently, as the case may be. The Chapter's failure to address the request of US Lacrosse when an Immediate Individual Termination Event occurs may be deemed to be an Immediate Chapter Termination Event.
- C. Termination for Failure to Adhere to Chapter Values. The Chapter acknowledges that US Lacrosse requires each Chapter to adhere to and reflect certain specific values in order to support most effectively the mission and vision of US Lacrosse (the "Chapter Values"). The Chapter Values are as follows:
1. Service - Serving youth players and those that serve youth players grows the sport.
 2. Transparency - Openness and integrity foster greater support.
 3. Collaboration and Engagement - Reaching out and establishing positive, productive relationships moves the sport further faster.
 4. Excellence - Quality in everything done drives success in everything.
 5. Growth- Expanding opportunities for all people in the community to play strengthens the sport.
 6. Accountability - Good stewardship of resources and acting responsibly inspires confidence.
 7. Results Driven - Focusing on defined and measurable results maximizes resources.

US Lacrosse and the Chapter agree that if the Chapter fails to adhere to and reflect the Chapter Values, as determined by US Lacrosse in its sole and absolute discretion (a "Failure of Chapter Values Determination"), the underlying purpose of the establishment of the Chapter shall be materially and

adversely affected by the failure of the Chapter to adhere to and reflect the Chapter Values. As a result, in the event that US Lacrosse makes a Failure of Chapter Values Determination with respect to the Chapter, US Lacrosse shall have the right, but not the obligation, without prejudice to any other rights, remedies or prerogatives it might have hereunder or at law or in equity, immediately to suspend any benefits or other incidents of Chapter status on such terms and conditions as US Lacrosse may specify, or to cancel and terminate this Agreement and all rights granted to the Chapter hereunder. The Chapter acknowledges and agrees that the agreement of the Chapter to adhere to and reflect the Chapter Values was and shall continue to be material to US Lacrosse in determining to grant to the Chapter the right to represent to the public that the Chapter is a chapter for US Lacrosse or the Chapter Territory.

- D. Rights and Remedies. US Lacrosse and the Chapter acknowledge and agree that upon the occurrence of an Immediate Chapter Termination Event, an Immediate Individual Termination Event or a Failure of Chapter Values Determination, US Lacrosse shall have all of the rights and remedies set forth in Paragraph 11B below and the Chapter shall be subject to the provisions of Paragraph 11C below in addition to the specific rights and remedies set forth in Paragraphs 1B and 1C above.

2. SERVICES AND BENEFITS RENDERED BY US LACROSSE

- A. Assistance from US Lacrosse. US Lacrosse shall advise and consult with the Chapter in connection with the Chapter's operations and activities. US Lacrosse will endeavor to provide such reasonable assistance as may be requested by the Chapter.

- B. Services and Benefits to Chapters. US Lacrosse shall provide specific services and benefits to the Chapter by:

1. Taking all action reasonably necessary to include the Chapter under US Lacrosse's group tax exemption.
2. Making available to the Chapter working knowledge and experience of US Lacrosse and its full-time staff in the promotion, development and preservation of the game of lacrosse.
3. Providing support, guidance and promotion of events and activities.
4. Providing a means to participate in National Hall of Fame nominations.
5. Providing opportunities for individuals to participate as members of the US Lacrosse Board of Directors and/or US Lacrosse committees.
6. Providing such additional services and benefits to Chapters as US Lacrosse may determine to provide from time to time during the term of this Agreement.

- C. Chapter Funding. Each Chapter on an annual basis within a timeframe specified by US Lacrosse shall prepare and submit to US Lacrosse a Constituent Support Budget (the "CSB"). The CSB will be developed by each Chapter after consultation with the lacrosse constituencies located within the Chapter Territory. The CSB will reflect proposed Chapter initiatives in support of the lacrosse constituencies within the Chapter Territory and in support of the growth of lacrosse generally within the Chapter Territory. US Lacrosse will review the CSB submitted by the Chapter and make a determination as to the amount Chapter funding that will be provided by US Lacrosse to the Chapter. Funding decisions will be based upon the total amount of Chapter funding available to be allocated by US Lacrosse among all Chapters and the

nature of the initiatives proposed by the Chapter in the CSB. US Lacrosse staff will review with the Chapter President by telephone on a quarterly basis the overall progress being made by the Chapter in connection with the implementation of the initiatives that are included in the CSB.

D. Services and Benefits to Members. US Lacrosse shall make the following benefits and services available to its members:

1. All publications published by US Lacrosse, including *Lacrosse Magazine*, relevant to the membership category;
2. Discount on gift shop merchandise, including books, manuals, videos and apparel;
3. Membership card;
4. Access to exclusive programs and information services offered by US Lacrosse;
5. Unlimited free admission to the Lacrosse Museum and National Hall of Fame;
6. Participation in the National Insurance Program of US Lacrosse, as described on Schedule A, which is attached hereto and made a part hereof; and
7. Inclusion in the membership renewal benefit communication program and constituent specific email, and such other benefits and services as may be in effect from time to time.

Notwithstanding anything contained herein to the contrary, US Lacrosse expressly reserves the right to modify, change or discontinue any or all of the benefits and services that US Lacrosse makes available to its Chapters and/or members at any time, whether following an Event of Default or for any reason, as determined by US Lacrosse in its sole and absolute discretion, and the Chapter acknowledges and agrees that US Lacrosse shall have the right at all times to modify, change or discontinue any or all such benefits and services to Chapters and/or members of US Lacrosse.

3. MEMBERSHIP DUES

US Lacrosse, by its Board of Directors, shall fix, and may amend at its discretion, the categories of US Lacrosse membership available, and the amount and method of collection of membership dues, subject to the terms and conditions set forth herein. All members of US Lacrosse that reside in the region of the Chapter will automatically be members of that Chapter, unless they choose otherwise.

US Lacrosse will handle all membership dues solicitation and membership renewal solicitation in coordination with the Chapters. In the event that the Chapter receives any membership payments, it shall promptly forward such payments to US Lacrosse. The Chapter agrees that it shall not at any time during the term of this Agreement require the payment by its members of any "local" membership dues or otherwise require any payments to the Chapter by its members as a condition to membership in the Chapter, and the sole payment requirement applicable to members of the Chapter shall be the payment of membership dues to US Lacrosse. All administration of membership will be the responsibility of US Lacrosse.

4. ANNUAL FUND CAMPAIGN AND CAPITAL/ENDOWMENT CAMPAIGN

The Chapter acknowledges that US Lacrosse may solicit and collect contributions from Chapter members as part of the Annual Fund, as well as any other national fundraising program.

The Chapter may solicit, collect, and retain for its own proper uses and purposes contributions above and beyond the Annual Fund and/or Capital/Endowment Campaign of US Lacrosse, provided that such fundraising efforts shall not interfere with the fundraising efforts of US Lacrosse. The Chapter shall cooperate in good faith with the fundraising activities and goals of US Lacrosse.

The Chapter shall follow best practices and any guidelines suggested by US Lacrosse in connection with the Chapter soliciting, managing, acknowledging and tracking donations and gifts made to the Chapter. In connection therewith, the Chapter shall establish and maintain in effect at all times all necessary internal controls to ensure that Chapter funds are managed in accordance with best practices for nonprofit organizations.

5. SPECIFIC DUTIES AND OBLIGATIONS OF CHAPTERS

Without limiting the generality of anything contained in this Agreement, the Chapter specifically acknowledges and agrees as follows:

- A. Submission of Chapter Certification Documents. The Chapter shall annually submit to US Lacrosse, by dates established by US Lacrosse, its Annual Chapter Certification Documents required by this Chapter Agreement, as more particularly described in Paragraph 5B below (the "Chapter Certification Documents"). The Chapter Certification Documents shall include an outline of planned activities to be undertaken by the Chapter during the upcoming calendar year, updated, signed Conflict of Interest forms, Chapter financial information, consisting of an Income Statement and Balance Sheet for the Chapter as of the end of the prior calendar year, proof of proper filing with the Internal Revenue Service (IRS), together with such additional information as US Lacrosse may request from time to time. Such submissions to US Lacrosse shall include the information and materials and be submitted as provided in Paragraph 5B below.
- B. Certification Checklist.
1. Annual Chapter Board Roster (a spreadsheet that includes the chapter board position, board member name, member number, mailing address, email address, phone number, and term limits.)– submit annually to US Lacrosse by May 31st
 2. Chapter By-Laws – submit a signed copy to US Lacrosse immediately upon change and/or submit annually to US Lacrosse by May 31st
 3. Chapter financial information, consisting of a profit and loss statement for the previous calendar year and a beginning and year end balance sheet – submit annually to US Lacrosse by May 31st
 4. Chapter Tax Documents – submit annually to US Lacrosse when sent to IRS but no later than *November 30th (*only applicable if the chapter applied for an extension)
 5. Chapter Agreement – submit a signed copy to US Lacrosse immediately upon change of chapter President and/or submit annually to US Lacrosse by May 31st

6. Conflict of Interest Policy – submit to US Lacrosse upon election of a new chapter board member
7. Chapter bank account information, consisting of the name and address of each financial institution where the Chapter maintains any funds and the account number of each account maintained by the Chapter at any financial institution – Submit annually to US Lacrosse by May 31st
8. D&O Insurance Policy Summary of Coverage – US Lacrosse will submit payment directly to Bollinger and send the policy confirmation to the chapter.
9. Minutes from all Board meetings - Chapter Secretary will upload the meeting minutes to the chapter website within two weeks of the meeting or otherwise as soon as practicable after the approval of meeting minutes.

The Chapter acknowledges and agrees that Schedules B and C set forth specific requirements applicable to each Chapter attaining “Provisional” and “Official” status. The Chapter agrees that these Schedules constitute part of this Agreement, and the Chapter agrees to comply with the applicable Schedule at all times during the term of this Agreement and agrees that any failure to do so shall constitute an Event of Default pursuant to Paragraph 11A below. Upon the occurrence of any such Event of Default US Lacrosse shall be entitled to exercise the remedies more particularly described herein or otherwise available at law or in equity.

- C. Verification of Certification and Failure to Comply. The Chapter Certification Documents shall be verified as true and complete by the President of the Chapter. The Chapter acknowledges that if either: i) the Chapter fails to submit any Chapter Certification Documents or any required portion of the Chapter Certification Documents to US Lacrosse within the time period required hereby, or ii) any Chapter Certification Documents (including Chapter Certification Reports, if any, that the Chapter has submitted prior to the signing of this Agreement) contain any untrue statement of a material fact or omits to state a fact necessary to make any statements made, in light of the circumstances under which they were made, not misleading, such an occurrence shall constitute an Event of Default pursuant to Paragraph 11A below and upon the occurrence of any such Event of Default US Lacrosse shall be entitled to exercise the remedies more particularly described herein or otherwise available at law or in equity.
- D. Proprietary Rights of US Lacrosse. The Chapter acknowledges that all of the photographs, images, likenesses and video that may appear at any time during the term of this Agreement in Lacrosse Magazine, on the US Lacrosse website or upon or in any other form of media that may be produced, distributed or otherwise made available by US Lacrosse to its Chapters, its members or the public generally (collectively, the “Proprietary Images”) are owned either by third parties who grant to US Lacrosse the limited right to use the Proprietary Images or are owned by US Lacrosse, which also owns all right, title and interest in and to all US Lacrosse trademarks, trade names, logos and all other means of identifying US Lacrosse through any means whatsoever (collectively, the “Proprietary Rights”). The Chapter acknowledges and agrees that the Proprietary Rights are personal to US Lacrosse and neither the Chapter nor its members shall have any right to use for any purpose whatsoever the Proprietary Images or any other Proprietary Rights in or to the Proprietary Images without the express written consent of the holder of the Proprietary Rights, which may be the third party that owns the Proprietary Images. The Chapter therefore agrees that any use by the Chapter of any Proprietary Images shall be subject to the prior written consent of US Lacrosse, and any such use by the Chapter shall be upon terms and conditions as US Lacrosse may establish, in its sole and absolute discretion, pursuant to a fully revocable, nonexclusive license by US Lacrosse to the Chapter. The Chapter agrees that it shall not make any use whatsoever of any Proprietary Images or Proprietary Rights of US Lacrosse, or delegate such rights to any third party vendor, without first obtaining from US Lacrosse

its written approval and the grant by US Lacrosse to the Chapter of a fully revocable, nonexclusive license to use any such Proprietary Image and/or Proprietary Rights. The Chapter agrees that the use by the Chapter of any such Proprietary Images and/or Proprietary Rights pursuant to a license granted by US Lacrosse to the Chapter as provided herein shall not create or result in the acquisition by the Chapter of any rights in or to any such Proprietary Image and/or Proprietary Rights except the limited license rights granted by US Lacrosse to the Chapter. Any determination by US Lacrosse to grant a license as provided herein shall be made by US Lacrosse in its sole and absolute discretion. The Chapter further acknowledges that US Lacrosse shall not have any obligation whatsoever to attempt to obtain the consent of any third party owner of the Proprietary Images and/or any third party holder of any Proprietary Rights in the event that the Chapter requests the grant by US Lacrosse of a fully revocable, nonexclusive license to use any Proprietary Images that are owned or controlled by any such third party owner or holder of the Proprietary Rights. Any use by the Chapter of any Proprietary Image and/or Proprietary Rights that is not strictly in accordance with the requirements of this Paragraph 5D shall constitute an Event of Default pursuant to Paragraph 11A below, and upon the occurrence of any such Event of Default US Lacrosse shall be entitled to exercise any of the remedies that may be available to it hereunder, at law or in equity.

- E. Membership Information. The Chapter acknowledges that during the term of this Agreement US Lacrosse may furnish to the Chapter certain membership information with respect to the members of US Lacrosse that reside in the geographic area covered by the Chapter (the "Membership Information"). The Chapter acknowledges and agrees that any determination by US Lacrosse to provide any Membership Information to the Chapter shall be made by US Lacrosse in its sole and absolute discretion. The Chapter further acknowledges and agrees that Membership Information shall only be furnished by US Lacrosse to the president of the Chapter or at the request or approval of the president of the Chapter to a Chapter executive other than the president. The Chapter agrees that all Membership Information is proprietary to US Lacrosse, and the provision by US Lacrosse of Membership Information to the Chapter shall not create or otherwise result in the acquisition by the Chapter of any right, title or interest in or to the Membership Information. The Chapter agrees that all Membership Information is strictly confidential. Only the fact that an individual holds a current US Lacrosse membership may be disclosed by the Chapter. The Chapter shall not provide any Membership Information to any third party, and the Chapter shall maintain at all times the confidentiality of any Membership Information. The Chapter specifically agrees that any proposed use of any Membership Information shall be subject to the prior written approval of US Lacrosse and that before any such information is given to the Chapter, it must: i) show that it has procedures in place to adequately safeguard such information and ii) US Lacrosse shall be entitled to impose such conditions upon any such proposed use of the Membership Information as US Lacrosse may deem necessary or appropriate to maintain at all times the confidentiality of the Membership Information. The Chapter agrees that any failure by the Chapter to comply fully and completely with the requirements of this Paragraph 5E relating to Membership Information shall constitute an Event of Default pursuant to Paragraph 11A below, and upon the occurrence of any such Event of Default US Lacrosse shall be entitled to exercise the remedies described in Paragraph 11B below.
- F. Chapter Operations Generally. The Chapter acknowledges that US Lacrosse may promulgate from time to time during the term of this Agreement requirements and policies that are applicable to the organization and operation of the Chapter. The Chapter Effectiveness Guidelines more particularly described in Paragraph 5(g) below are an example of specific requirements and policies that are applicable to the organization and operation of the Chapter. The Chapter agrees to comply fully and completely with all requirements and policies applicable to Chapters that are promulgated by US Lacrosse from time to time during the term of this Agreement. The Chapter acknowledges and agrees that any failure by the Chapter to comply fully and completely with all such requirements and policies shall constitute an Event of Default

pursuant to Paragraph 11A below, thereby entitling US Lacrosse to exercise the remedies more particularly described in Paragraph 11B below.

- G. Chapter Effectiveness. The Chapter acknowledges that US Lacrosse has adopted certain recommendations made by the Chapter Effectiveness Subcommittee of US Lacrosse for the purpose of developing strategies and initiatives to provide guidance and assistance to Chapters that is intended to improve and enhance the support provided by Chapters to their local constituencies and constituent organizations, focusing in particular on youth (the "Chapter Effectiveness Guidelines"). The Chapter Effectiveness Guidelines are attached hereto as Schedule D and made a part hereof. The Chapter agrees to use its best efforts at all times to comply fully and completely with the Chapter Effectiveness Guidelines. The Chapter acknowledges and agrees that the commitment of the Chapter to compliance with the Chapter Effectiveness Guidelines and the implementation of the strategies and initiatives set forth in the Chapter Effectiveness Guidelines was and is material to US Lacrosse in granting to the Chapter the right to represent to the public that the Chapter is a chapter of US Lacrosse for the Chapter Territory.
- H. Chapter Operation of Leagues and Officiating Organizations. As set forth in the Chapter Effectiveness Guidelines, the Chapter is subject to a mandate from US Lacrosse to serve and support all local constituencies and constituent organizations within the Chapter Territory, focusing in particular on youth, thereby supplementing the support and service provided by US Lacrosse. The Chapter therefore serves members, players, officials, parents, program administrators, all other individuals who share a passion for the sport of lacrosse and the integrity of the game, youth leagues, local officials associations and other organizations dedicated to the mission and values of US Lacrosse located within the Chapter Territory (collectively, the "Chapter Constituency"). The Chapter therefore agrees as follows:
1. US Lacrosse has determined that because the Chapter Constituency includes the full range of individuals and organizations located within the Chapter Territory that share a passion for the sport of lacrosse and the integrity of the game, the operation by the Chapter of a youth lacrosse league or other lacrosse league (a "League") within the Chapter Territory may be inappropriate and may interfere with the ability of the Chapter to adhere to and implement fully and completely the Chapter Effectiveness Guidelines. As a result, US Lacrosse and the Chapter agree that the Chapter shall not initiate the establishment or operation of a League without the prior written approval of US Lacrosse. US Lacrosse will deny such approval except under special circumstances where the Chapter demonstrates to the satisfaction of US Lacrosse that the initiation by the Chapter of the establishment of a League is vitally important to the growth of the sport of lacrosse within the Chapter Territory and the only reasonable means to establish a League. In the event that US Lacrosse grants any such approval, the Chapter shall adopt at the same time that the Chapter initiates the establishment of a League a transition plan for League governance and operation that provides for the Chapter to cease operating the League and surrender League governance to a third party not affiliated with or otherwise part of the Chapter within a period of no more than five (5) years from the date of commencement of League operations (the "League Transition Plan"). The Chapter shall implement fully and completely the League Transition Plan and no later than five (5) years from the date of commencement of League operations the Chapter shall achieve complete separation from the League as required pursuant to this Paragraph 5H. If the Chapter is operating a League as of the date of this Agreement, US Lacrosse agrees that the Chapter may continue to operate the League in substantially the same manner as in effect on the date of this Agreement. The Chapter agrees that it shall use its best efforts to ensure that the perception and awareness of the Chapter within the Chapter Territory is not limited to the League and to ensure that the Chapter Constituency

has a perception and awareness of the Chapter as a local organization that serves and supports the entire Chapter Constituency.

2. In addition, the operation by the Chapter of an officiating organization (an "Officiating Organization") within the Chapter Territory may also be inappropriate and may interfere with the ability of the Chapter to adhere to and implement fully and completely the Chapter Effectiveness Guidelines. As a result, US Lacrosse and the Chapter agree that the Chapter shall not initiate the establishment or operation of an Officiating Organization without the prior written approval of US Lacrosse. US Lacrosse will deny such approval except under special circumstances where the Chapter demonstrates to the satisfaction of US Lacrosse that the initiation by the Chapter of the establishment of an Officiating Organization is vitally important to the growth of the sport of lacrosse within the Chapter Territory and the only reasonable means to establish an Officiating Organization. In the event that US Lacrosse grants any such approval, the Chapter shall adopt at the same time that the Chapter initiates the establishment of an Officiating Organization a transition plan for governance and operation that provides for the Chapter to cease operating an Officiating Organization and surrender Officiating Organization governance to a third party not affiliated with or otherwise part of the Chapter within a period of no more than five (5) years from the date of commencement of Officiating Organization operations (the " Officiating Organization Transition Plan"). The Chapter shall implement fully and completely an Officiating Organization Transition Plan and no later than five (5) years from the date of commencement of Officiating Organization operations the Chapter shall achieve complete separation from the Officiating Organization as required pursuant to this Paragraph 5H. If the Chapter is operating an Officiating Organization as of the date of this Agreement, US Lacrosse agrees that the Chapter may continue to operate an Officiating Organization in substantially the same manner as in effect on the date of this Agreement. The Chapter agrees that it shall use its best efforts to ensure that the perception and awareness of the Chapter within the Chapter Territory is not limited to an Officiating Organization and to ensure that the Chapter Constituency has a perception and awareness of the Chapter as a local organization that serves and supports the entire Chapter Constituency.

- i. Chapter Events. US Lacrosse and the Chapter acknowledge that in connection with the provision by Chapters of support to their local constituencies and constituent organization, a Chapter may desire to conduct an event in its Territory. A Chapter event is a group gathering that promotes lacrosse within the local Territory and may involve both the expenditure by the Chapter of Chapter funds, the solicitation by the Chapter of sponsorship funds and expenditures by the Chapter to conduct the event (the "Event"). US Lacrosse and the Chapter acknowledge that it is possible for a Chapter Event to fail to generate revenues sufficient to cover expenses, thereby imposing a financial burden on the Chapter that it may or may not be able to address with existing Chapter resources. US Lacrosse and the Chapter therefore agree that if a proposed Chapter Event involves the proposed expenditure by the Chapter of \$2,500 or more, the Chapter shall be prohibited from proceeding with the Event unless and until the Chapter submits to US Lacrosse an Event pro forma in reasonable detail, setting forth an overall expense budget for the Event and the anticipated sources of revenue to cover the projected expenses (the "Event Pro Forma"). The Event Pro Forma shall include an explanation of both the nature and extent of the proposed Event expenses and an explanation of the reason or reasons why the Chapter believes that it will be able to generate the projected revenue shown in the Event Pro Forma. The Event Pro Forma shall also include a Chapter financial plan that addresses the possibility that the Event expenses will exceed the Event revenues, a description of the potential adverse financial impact on the Chapter and the Chapter's plan for dealing with any such adverse financial impact. The approval of US Lacrosse with respect to an Event Pro Forma

shall be an express condition to the Chapter proceeding with the Event. The approval of US Lacrosse of an Event Pro Forma shall not constitute the endorsement by US Lacrosse of the Event that is the subject of the Event Pro Forma but shall represent the determination by US Lacrosse that the Chapter has planned for the financial effect of the Event and the possible failure of the Event to generate Event revenues in excess of Event expenses. If US Lacrosse does not approve an Event Pro Forma, the Chapter shall be prohibited from proceeding with the Event. The determination of US Lacrosse with respect to a particular Event Pro Forma shall be final and binding on the Chapter. The Chapter shall submit its Event Pro Forma with respect to each proposed Event as far in advance of a proposed Event as possible, but in no event shall an Event Pro Forma be submitted less than one hundred twenty (120) days from the date of the proposed Event. US Lacrosse shall have a period of fifteen (15) days from the date of its receipt of an Event Pro Forma to approve, disapprove or otherwise comment on the Event Pro Forma. In the event that US Lacrosse disapproves the Event Pro Forma, it shall provide the Chapter with the reason or reasons for its disapproval. In the event that US Lacrosse fails to take any action with respect to an Event Pro Forma submitted by a Chapter to US Lacrosse within fifteen (15) days as provided herein, the Event Pro Forma shall be deemed to have been approved by US Lacrosse. US Lacrosse shall furnish to the Chapter a template for use by the Chapter in preparing an Event Pro Forma for submission to US Lacrosse as provided herein.

- J. Chapter Organization Documents. All Chapter organizational documents, consisting of the Articles of Organization or Certificate of Incorporation (the "Certificate") and the By-Laws of the Chapter (the "By-Laws") shall be submitted to US Lacrosse for its approval. If the Chapter is included within the tax exempt status of US Lacrosse as more particularly described in Paragraph 9 below, the Chapter shall adopt as the Chapter By-Laws the By-Laws provided to the Chapter by US Lacrosse, subject only to such modifications as may be required to conform with applicable state law, provided that any such modification shall be subject to the prior approval of US Lacrosse. If an organization has qualified independently as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (an "Independent Tax Exempt Chapter"), both the Certificate and Chapter By-Laws of the Independent Tax Exempt Chapter shall provide that provided US Lacrosse is qualified as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, in the event of the dissolution of the Independent Tax Exempt Chapter, all funds in the possession of the Chapter, including unrestricted, restricted or endowment funds, shall be contributed to US Lacrosse and considered a charitable contribution to US Lacrosse. Any funds contributed to US Lacrosse in accordance with this paragraph shall be subject to the provisions of Paragraph 11C(5) below. In addition, the Chapter By-Laws of an Independent Tax Exempt Chapter shall conform to the maximum extent possible with the Chapter By-Laws required to be adopted by Chapters that are included within the tax exempt status of US Lacrosse, and any deviations from the US Lacrosse Chapter By-Laws shall be subject to the approval of US Lacrosse.
- K. Cooperation with US Lacrosse or Other Chapters. Chapters are expected to work cooperatively and in good faith with other Chapters of US Lacrosse, particularly with Chapters in the Chapters assigned region or otherwise adjacent to the Chapter Territory, all to further the mission of US Lacrosse.

6. COMPLIANCE WITH LAW

The Chapter shall comply with any and all laws, rules and regulations that apply to the facilities and activities of the Chapter. Without limiting the generality of the foregoing, the Chapter shall comply with all fundraising and solicitation laws and shall timely pay and discharge any taxes and governmental charges or levies that may be imposed upon it and shall not permit the use of the Chapter's tax-exempt status by any third parties or entities.

7. INSPECTION; PROVISION OF QUARTERLY FINANCIAL INFORMATION

A. The Chapter shall keep proper books of records and accounts of which full, true and correct entries will be made of all business transactions in accordance with generally accepted accounting principles. The premises, operations, accounts, books, records and all federal, state, and local tax returns and other filings of the Chapter shall be open to inspection, examination and/or audit by US Lacrosse and its authorized representatives at all reasonable times and with reasonable notice. Any such inspection, examination and/or audit shall be at the cost and expense of US Lacrosse.

B. The Chapter shall submit to US Lacrosse within fifteen (15) days following the end of each calendar quarter during the Term of this Agreement Chapter financial information, consisting of a profit and loss statement and balance sheet for the period covered thereby. If US Lacrosse provides a template for the provision of such quarterly financial information, the Chapter shall use the template provided by US Lacrosse unless US Lacrosse agrees to the provision of such financial information in some other format.

8. CHAPTER REPRESENTATIONS; REQUIRED BACKGROUND CHECKS

A. The Chapter represents and warrants that no license, consent or approval of any governmental authority is required in connection with the execution, delivery or performance, by the Chapter, of this Agreement. The Chapter holds all franchises, licenses, consents, approvals, or authorizations of any public or governmental authority required or advisable in connection with the conduct and operation of the Chapter.

B. US Lacrosse has adopted a criminal background screening policy that shall be effective as of June 1, 2017 (the "Screening Policy"). In accordance with the Screening Policy, the President, Treasurer and Secretary of the Chapter are required to undergo criminal background screening as a condition to serving in such offices. US Lacrosse will pay for the screening, which shall remain in effect for a period of two (2) years. The Chapter represents and warrants to US Lacrosse that as soon as practicable after June 1, 2017 the President, Treasurer and Secretary of the Chapter shall complete a criminal background screening in accordance with US Lacrosse requirements. The Chapter agrees that the continued service of such individuals in such offices shall be contingent upon a satisfactory or "green light" criminal background check outcome.

9. TAX-EXEMPT STATUS

US Lacrosse represents that it is presently qualified, and will endeavor to remain qualified, as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended. It is the intention of the parties that the Chapter shall be included within said tax-exempt status, as long as it remains an 'official' chapter. Accordingly, the Chapter shall not carry on any activities, or fail to take actions that might be necessary or appropriate, which might negatively impact the tax exempt status of US Lacrosse. From time to time, as and when required by US Lacrosse, the Chapter shall execute and deliver to US Lacrosse such Chapter Certification Documents as may be required by US Lacrosse and take such action as shall be deemed by US Lacrosse to be necessary or advisable to have the Chapter preserve such tax-exempt status. In particular, the Chapter agrees to comply fully and completely with the US Lacrosse policy statement that sets forth requirements applicable to participation in the US Lacrosse group tax exemption, as modified from time to time by US Lacrosse. The Chapter agrees that any failure by the Chapter to comply fully and completely with such policy statement and the requirements of this Paragraph 9 shall constitute an Event of Default pursuant to Paragraph 11A below, and upon the occurrence of any such Event of Default US Lacrosse shall be entitled to exercise the remedies set forth herein or otherwise available at law or in equity. The Chapter hereby irrevocably appoints US Lacrosse as its agent and attorney-in-fact to execute and deliver all such documents and instruments and to take, or cause to be taken, such acts as may be necessary or advisable to preserve the

tax-exempt status of US Lacrosse. Failure on the part of the Chapter to comply with the requirements of this Agreement may result in the Chapter being removed from the group exemption by US Lacrosse, in addition to any and all other remedies of US Lacrosse as a result of the occurrence of any such Event of Default.

10. DISCLAIMER OF LIABILITY AND INDEMNIFICATION

- A. The Chapter. The Chapter shall at all times be responsible for, and shall be answerable to US Lacrosse for the conduct of its affairs, and shall conduct such affairs subject to the restrictions and limitations contained herein. Without the express written consent of the Board of Directors of US Lacrosse, the Chapter is not authorized to bind or obligate US Lacrosse in any way, whether by contract, agreement or otherwise. The Chapter shall pay all of its own expenses. The Chapter agrees to indemnify and hold US Lacrosse harmless from and against any and all liabilities, losses and costs of any nature whatsoever (including reasonable attorney's fees) arising out of any claim or demand asserted against US Lacrosse based on any acts or omissions of the Chapter or any of its officers, agents or employees.
- B. US Lacrosse. US Lacrosse agrees to indemnify and hold the Chapter harmless from and against any and all liabilities, losses and costs of any nature whatsoever (including reasonable attorney's fees) arising out of any claim or demand asserted against the Chapter based on any acts or omissions of US Lacrosse or any of its officers, agents or employees.

11. EVENTS OF DEFAULT AND REMEDIES

- A. Events of Default. The occurrence of any of the following events (an "Event of Default") shall constitute an Event of Default by the Chapter pursuant to this Agreement:
1. If the Chapter shall be adjudicated bankrupt or become insolvent, or if the Chapter shall make a general assignment for the benefit of creditors;
 2. If any judgment against the Chapter remains unsatisfied or unbonded of record for thirty (30) days or longer unless proceedings to set aside the judgment have been commenced during such period and have been duly prosecuted diligently;
 3. If procedures for reorganization or rearrangement of the Chapter's affairs are instituted by, for, or against the Chapter; and such proceedings have not been discontinued during a period of 30 days; nor have proceedings been commenced to set aside such procedures within such period and have been prosecuted diligently;
 4. If the Chapter fails to perform any obligation of the Chapter (see 5A) pursuant to this Agreement or otherwise breaches any other provision of this Agreement and such failure or breach continues for a period of thirty (30) days after the delivery of written notice thereof by US Lacrosse to the Chapter, except as otherwise provided in Paragraph 11A5 below, with respect to which no written notice and opportunity to cure shall be required; or
 5. If the Chapter takes any action or omits to take any action that constitutes an Immediate Chapter Termination Event, as determined by US Lacrosse in its sole and absolute discretion, such Immediate Chapter Termination Event may constitute an immediate Event of Default without any written notice or opportunity to cure. In addition, if any officer, director, agent or employee of the Chapter is acting, or has failed to act, in a manner that constitutes an Immediate Individual Termination Event, as determined by US Lacrosse in its sole and absolute discretion, such

Immediate Individual Termination Event may constitute an Event of Default to the extent that the Chapter continues its involvement in any capacity with the person who is the subject of such Immediate Individual Termination Event.

- B. Remedies. Upon the occurrence of any Event of Default as described in Paragraph 11A above, US Lacrosse shall be entitled to the following rights and remedies, without limitation to any other rights or remedies hereunder or available at law or equity: i) terminate this Agreement by delivering written notice of termination to the Chapter or ii) suspend or withhold payments by US Lacrosse to the Chapter on account of the CSB iii) assign the Chapter territory to one or more other chapters of US Lacrosse, or to establish or recognize a new organization to serve as the chapter of US Lacrosse for the Chapter Territory, iv) suspend or remove any or all of the officers and/or directors of the Chapter and to replace any such removed officers and/or directors , or V) take such further actions that may be necessary or appropriate to advance the interests of US Lacrosse and its membership in the Chapter Territory. Additionally, upon the occurrence of any Event of Default relating to any breach by the Chapter of the requirements of Paragraph 5C above relating to Proprietary Images or the requirements of Paragraph 5D above relating to the Membership Information or the requirements of Paragraph 11.A. 5 above relating to Immediate Termination Events, the Chapter acknowledges and agrees that US Lacrosse does not have an adequate remedy at law as a result of the occurrence of any such Event of Default and that US Lacrosse will suffer immediate and irreparable harm. US Lacrosse shall therefore be entitled to the entry of a temporary, preliminary and permanent injunction ordering the Chapter to comply fully and completely with the applicable requirements of Paragraphs 5 and 11 above or to such other equitable relief as may be necessary or appropriate under the circumstances. The Chapter hereby irrevocably appoints US Lacrosse as its agent and attorney-in-fact to execute and deliver all such documents and instruments and to take, or cause to be taken, such acts as may be necessary or advisable to effectuate the objectives of this Agreement upon the occurrence of any Event of Default.
- C. Actions Upon Termination. Upon termination of this Agreement, the Chapter shall comply with all of the following:
1. The Chapter shall not make use of or avail itself of any lists of the members of US Lacrosse or disclose or reveal any such information or any portion thereof to others.
 2. The Chapter shall discontinue the use of the name and logo of US Lacrosse or the use of any and all signs, printed material, audiovisual or any other material bearing said name or any reference thereto;
 3. US Lacrosse shall promptly inform its members that the terminated chapter no longer constitutes a chapter of US Lacrosse;
 4. The Chapter shall not operate or conduct any business under any name or in any manner that might tend to give to the general public the impression that this Agreement is still in force or that the former Chapter is in any way connected or affiliated with US Lacrosse or any longer has any right to the use of the name and trademarks of US Lacrosse.
 5. The Chapter shall turn over to US Lacrosse within 15 days of termination all funds in their possession, together with all books and records of the Chapter; those funds will be put in escrow by US Lacrosse pending the revitalization of a chapter in that region and/or expended in that region in a manner to be determined by the board of directors of US Lacrosse; however, any funds or endowment monies returned by the Chapter to US Lacrosse that are restricted at the Chapter level

for the specific purpose of benefiting lacrosse in the area served by the defaulting Chapter shall be retained with their restriction at the national level and those funds shall be distributed by US Lacrosse in accordance with the restrictions imposed at the Chapter level.

12. TERM

This Agreement and the rights granted hereunder, unless sooner terminated in accordance with the provisions of Paragraphs 1 or 1(2), shall be and remain in full force and effect until canceled by either party upon three (3) months' written notice to the other, subject to the execution by the Chapter on an annual basis of the then current form of Chapter Agreement required by US Lacrosse to be executed by all chapters, as more particularly described in Paragraph 5B(5) above.

13. MISCELLANEOUS

- A. Partial Invalidity. Any provision of this Agreement which is invalid or illegal shall be of no effect, and in such case all remaining terms and provisions of this Agreement shall remain and continue in full force and effect.
- B. Submission to Jurisdiction. The Chapter hereby submits to the jurisdiction of the courts of the State of Maryland with respect to any action arising out of or in connection with this Agreement, or the transactions contemplated herein.
- C. No Partnership. Nothing in this Agreement shall be construed to make any party hereto an agent or partner of, or joint venture with, the other; no party hereto shall become liable by or because of any representation, act, or omission of the other contrary to the provisions hereof.
- D. No Waiver. No failure on the part of US Lacrosse to exercise, and no delay in exercising, any right under this Agreement, shall operate as a waiver thereof.
- E. Mutual Cooperation. The parties agree to cooperate in every way appropriate in order to carry out the provisions of this Agreement.
- F. Bind and Inure. This Agreement and the rights granted hereunder shall inure to the benefit of and be binding upon the parties, their legal representatives, successors, and assigns. The Chapter shall neither sell, assign, transfer, encumber, or convey any right or interest granted to it under this Agreement or suffer or permit any such assignment, transfer, conveyance, or encumbrance to occur by operation of law, without the prior written consent of US Lacrosse.
- G. No Oral Modification. No modification, amendment, waiver, consent, or discharge in connection with this Agreement shall be binding upon either party hereto unless in writing and signed by the party sought to be charged with the same.
- H. Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given or served if in writing and personally delivered or mailed, postpaid, by registered or certified mail, return receipt requested, to the other party at its address set forth on the signature page(s), or to such other address as it shall designate by notice pursuant to this subparagraph.
- I. Captions. The captions of the various sections of this Agreement are solely for convenience, and shall not be deemed in any way to modify, explain, enlarge, or restrict any of the provisions hereof.

- J. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be considered one and the same instrument.
- K. Exhibits and Schedules. The Exhibits and Schedules to this Agreement are incorporated by reference in this Agreement and shall be part of this Agreement for all purposes. Any failure by the Chapter to comply with the requirements set forth in the Schedules shall constitute an Event of Default pursuant to Paragraph 11A above and upon the occurrence of any such Event of Default US Lacrosse shall be entitled to exercise the remedies described in Paragraph 11B above.
- L. Replacement of Prior Agreement. This Agreement replaces and supersedes in its entirety any prior Chapter Agreement between US Lacrosse and the Chapter.
- M. Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Maryland applicable to contracts made and performed entirely therein.

END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND SCHEDULES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

(CHAPTER)

BY: _____

TITLE: _____

CHAPTER: _____

ADDRESS (ON DATE OF SIGNATURE)

DATE: _____

US LACROSSE, INC.

BY: _____

TITLE: _____

DATE: _____

US Lacrosse, Inc.
National Headquarters
2 Loveton Circle
Sparks, MD 21152
410-235-6882

LIST OF EXHIBITS AND SCHEDULES

- Exhibit A - Chapter Territory
- Schedule A - US Lacrosse Insurance
- Schedule B - Provisional Chapter Status
- Schedule B-1 - New Chapter Application
- Schedule B-2 - New Chapter Checklist
- Schedule C - Official Chapter Obligations
- Schedule C-1 - Chapter Board Job Descriptions
- Schedule D- Chapter Effectiveness Guidelines

SCHEDULE A - INSURANCE

US Lacrosse Chapter events and lacrosse participants will have access, through membership, to the US Lacrosse Insurance Program of US Lacrosse. This program includes General Liability/Participant Legal Liability, Excess Accident Medical, and Catastrophic Medical Insurance for current members of US Lacrosse. For Chapters, the US Lacrosse Insurance Program provides:

- General Liability and Excess Liability, with a \$6 million limit per occurrence for general Chapter Operations. The liability plans cover the Chapter, its Board and volunteers for lawsuits arising out of bodily injury or property damage (to others) which occur during Chapter activities. For example, if someone is seriously injured at a Chapter fundraiser and sues the Board members, the General Liability policy will respond; similarly, if a windshield is broken by an errant ball during a Chapter clinic, coverage would be provided for that property damage by the liability policy.
- Sporting Events: If the Chapter is sponsoring sporting events or clinics, liability coverage is automatically provided for that event as long as all participants (players, coaches and officials) are current members of US Lacrosse. If all participants are NOT members of US Lacrosse, the Chapter must purchase US Lacrosse Event Insurance for the Tournament, Camp or Clinic. This coverage is available through the US Lacrosse Insurance Administrator. Note that the Administrative Fee charged for Event Insurance is waived for Chapter events.
- Non-Sports Events: If the Chapter is hosting a non-hazardous fundraiser (banquet, car wash, bake sale, raffle, etc.), liability coverage under the US Lacrosse Insurance Program is automatically extended to that event as well -- even if all attendees are not US Lacrosse members. For events involving alcohol (whether selling or serving) it is highly recommended that you use a catering service to handle that function for you and to have them name the Chapter as an Additional Insured on their Liquor Liability insurance. This is the best way to protect the Chapter and its Board from any liability lawsuits involving alcohol. If that is not possible, the Chapter will need to purchase Host Liquor Liability Insurance for the event (available from the US Lacrosse Insurance Administrator, typically for \$125 per event).
- Please see current Summary of US Lacrosse Member Insurance Plan for details on insurance coverage provided to members.
- Note: The liability policies specifically exclude coverage for automobile liability. No coverage is provided for Chapter members, employees or volunteers while transporting players, or while driving on behalf of Chapter activities. Please be sure that anyone driving on behalf of the Chapter has their own Auto Liability insurance in place before assigning drivers for any activity.
- Chapters are required to purchase Directors and Officers Liability Insurance with a minimum limit of \$1 million, to protect the Chapter and its board members while they serve in Chapter roles. This policy protects you from lawsuits arising out of wrongful acts, errors and omissions and claims that do not involve bodily injury or property damage. Examples of claims covered by D&O Liability are: wrongful termination or suspension, eligibility matters (selection for All-Star teams or All-American designation), discrimination and sexual harassment. US Lacrosse requires that all Chapters purchase coverage through the US Lacrosse D&O program offered by the Insurance Administrator. US Lacrosse will pay the premium and send the coverage confirmation to the Chapter annually. This ensures that all Chapters will have the same level of protection, \$0 deductible and low premium cost. Certificates of Insurance: From time to time, the Chapter may be asked to provide a Certificate of Insurance and/or to name a 3rd party (usually a field or facility owner) as an Additional Insured under the General Liability policy. If you are hosting a sporting event with 100% US Lacrosse members, or if you are hosting a non-sporting event (both as outlined above), these certificates of insurance are available directly from the US Lacrosse Insurance Administrator at no charge. If, however, you are hosting a sporting event with non-members, a certificate of insurance is only available upon purchase of the appropriate US Lacrosse Event Insurance coverage for your activity.

- Other Insurance Recommended for Chapters: Liability and D&O insurance may not provide all of the insurance coverage that your Chapter needs to protect its exposures and operations. Recommended products include:
 - Auto Liability – If you own cars, vans or other vehicles through your Chapter, you will need Auto Liability and Physical Damage coverage to protect those vehicles and your drivers.
 - Commercial Liability/Property Package -- If you own your office space, or have a long-term lease and are responsible for the premises on a 24-hour basis, you will need to purchase Premises Liability coverage for your location. In addition, the Chapter should purchase Property insurance to cover its contents and office equipment.
 - Crime Insurance (Employee Dishonesty and Theft) -- Protects the Chapter from financial loss due to fraudulent activities of an employee or volunteer, such as theft, embezzlement, or forgery. Coverage can also be extended to concessionaires with whom you have contracted, if applicable. This coverage can be packaged with your D&O policy at a reduced cost.
 - Equipment Insurance (Inland Marine) -- Provides coverage for loss or damage to sports equipment owned by the Chapter, such as sports equipment, scoreboards, concessions, etc.
 - Worker’s Compensation – Provides mandated benefits and medical care for those injured in the course of their employment; if the Chapter has employees, this coverage is required by law.
 - Risk Management: Chapters should refer to the US Lacrosse Risk Manual for guidelines on safety and risk management for sponsored events. Chapters should adhere to the standards established for "US Lacrosse Sanctioned Events" when hosting lacrosse tournaments and sports events.
 - Contract Review: Chapters should follow the guidelines set forth in the US Lacrosse Risk Manual with regard to evaluating Contracts for services, leases and others. These guidelines will assist Chapter members in making sure that the components of the contract are favorable to the Chapter and US Lacrosse, and that the insurance requirements are met.

US Lacrosse Insurance Program Administrator: for questions regarding the US Lacrosse Insurance Program, please contact:

Bollinger Sports

101 JFK Parkway
Short Hills, New Jersey 07078

800-350-8005

FAX 973-467-0759

Email: LaxInfo@BollingerInsurance.com

Web: www.BollingerSports.com

www.BollingerInsurance.com

SCHEDULE B - CONDITIONS FOR NEW AREA TO BECOME A PROVISIONAL CHAPTER.

CHAPTER STATUS AND OBLIGATIONS

Chapters may either be in 'provisional' status or 'official' status. New areas (identified after January 1, 2002) that request 'official' status must first become 'provisional.' 'Provisional' status will be in place for at least six months and no longer than one year from the start of 'provisional' status. To become 'provisional', a chapter must fulfill the obligations outlined in the Provisional Chapter Application and Guidelines Checklist.

Provisional Chapter: In order for a new geographic area to be approved by US Lacrosse as a provisional Chapter, it must first complete all steps outlined in the Chapter Application process, which is more particularly described in Schedule B-1, which is attached hereto and made a part hereof. Once an application for a Provisional Chapter has been reviewed and approved by US Lacrosse, the proposed Provisional Chapter is required to submit to US Lacrosse all documents identified on the Chapter Checklist which is attached hereto as Schedule B-2 and made a part hereof and otherwise provide all of the information required pursuant to the Chapter Checklist by December 31 of the calendar in which the new Chapter Application is approved.

SCHEDULE C - OFFICIAL CHAPTER OBLIGATIONS

CHAPTER STATUS AND OBLIGATIONS

Chapters may either be in 'provisional' status or 'official' status. New areas that request 'official' status must first become 'provisional.' 'Provisional' status will be in place for at least six months and no longer than one year from the start of 'provisional' status. To become 'provisional', a chapter must fulfill the obligations outlined in Schedule B.

Official Chapter: An Official Chapter will be established after its 'provisional' status and the completion of the following requirements. Official Chapters MUST:

1. Submit bylaws. *Existing chapters that are part of the US Lacrosse group tax exemption must submit a new set of by-laws based on a template that is provided by the national office. This set of by-laws must follow the model, of the national by-laws. Any deviations from the National bylaw format must have prior approval from US Lacrosse. The By-Laws of existing Chapters that are not part of the US Lacrosse group tax exemption shall be submitted to US Lacrosse for review and approval.*
2. To the maximum extent reasonably possible, and for the most efficient chapter board, the Chapter shall establish a Chapter board that conforms to the Chapter board job descriptions which are attached hereto as Schedule C-1 and made a part hereof, and at a minimum the Chapter must fill each of the four (4) Executive Committee positions.
3. Submission of Certification Documents – See Section 5, Part A
4. Adhere to the Chapter insurance requirements as outlined in Schedule A.
5. Conduct an annual meeting of its membership. *Proper notification of this meeting should take place well in advance.*
6. Have a minimum of two events per year to promote lacrosse. *That could include but is not limited to: Tournaments, youth festival teams, golf events, play days, clinics, camps, Hall of Fame ceremonies, awards events, coaching education or national team clinics, etc.*
7. Administer a minimum of one chapter grant or outreach program annually which provides funding, equipment and/or other support to a local entity in the chapter's jurisdiction.
8. Integrate and/or consider Sportsmanship, Participation and Diversity into all applicable chapter programs and services.
9. Establish and maintain the Chapter's own webpage (template provided by US Lacrosse and/or website platform approved by US Lacrosse), which shall be linked to the national web site. *The Chapter acknowledges that valuable good will is attached to the name and trademarks in which the Chapter has been granted rights hereunder and the Chapter agrees to use such name and trademarks only in the manner and to the extent prescribed and permitted by US Lacrosse.*
10. Comply with US Lacrosse's guidelines for the use of its logo and name. *Chapters of US Lacrosse must identify themselves as 'a regional chapter of US Lacrosse and use the national logo or a Chapter logo supplied or approved by US Lacrosse on all publications, video, websites and any and all other means of communication and at all events is required.*

11. Not endorse any commercial product, service or enterprise or permit its name or the name or logo of US Lacrosse to be used in any marketing or promotional material of any third party without the prior consent of US Lacrosse.
12. Acknowledge that any membership list constitutes the property and a valuable trade secret of US Lacrosse and that no right is given to or acquired by the Chapter to disclose or reveal any portion thereof, to any individual or organization without the approval of US Lacrosse. Accordingly, the Chapter hereby covenants and agrees to keep and respect the confidence of its membership lists.
13. Confer frequently with US Lacrosse staff for guidance and answers regarding Chapter governance, structure and policy as well as the obligations above.

End except signature page.

IN WITNESS WHEREOF, the parties hereto have executed these Schedules as of the day and year first above written.

(CHAPTER)

BY: _____

TITLE: _____

CHAPTER: _____

ADDRESS (ON DATE OF SIGNATURE)

DATE: _____

US LACROSSE, INC.

BY: _____

TITLE: _____

DATE: _____

US Lacrosse, Inc.
National Headquarters
2 Loveton Circle
Sparks, MD 21152
410-235-6882