THE HOCKEY CLUB OF STRAIGHT SHOOTERS, LLC

PROPRIETARY & CONFIDENTIAL
The Hockey Club of Straight Shooters, LLC | By-Laws
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BY-LAWS

Effective: September 30, 2026
Governing Entity: The Hockey Club of Straight Shooters Revocable Living Trust Dated September 30, 2026 (Sole Member)
Managed By: Trustee One, Co-Trustee Two, Co-Trustee Three
State of Formation: New Jersey

In the event of a conflict between the Trust, Operating Agreement and By-Laws, the Trust controls, then the Operating Agreement, then the By-Laws.

ARTICLE 1: MEMBERSHIP

1.1 Membership Categories

The Club recognizes three membership categories:

1.1.1 Active Member

A member who has paid dues in full for a complete ten-week session block. Active Members retain full participation rights and are eligible for voting rights based on participation metrics defined in Section 1.2. See Section 1.2 for detailed voting eligibility criteria.

1.1.2 Provisional Member

A member who pays to participate on an intermittent, session-by-session basis without committing to and paying for at least 3 out of 5 available ten-week session blocks in a calendar year. Provisional Members retain all participation rights (ice time, equipment, team events) but **may not:**

- Vote on By-Laws amendments, trustee elections, or major club decisions
- Vote on any governance matters
- Stand as candidates for trustee positions
- Access confidential financial or disciplinary records
- Appeal disciplinary decisions directly to membership (must follow trustee hearing process only; see Article 4, Section 4.5)

Provisional Members remain in this category as long as they participate in fewer than 3 of the 5 available session blocks per calendar year. Upon paying for at least 3 of 5 session blocks in a calendar year, a Provisional Member becomes an Active Member and gains Tier 1 voting rights, subject to good standing (Section 1.2).

1.1.3 Inactive Member

A member who has resigned, been suspended, or is not currently participating. Inactive Members retain no voting rights, participation rights, or access to club assets. Upon written request, an Inactive Member may petition for reinstatement. See Article 4, Section 4.7.

1.2 Active Member Definition and Voting Eligibility

1.2.1 Active Member Status

An **"Active Member"** is a member who meets **all** of the following criteria:

(a) Dues Paid in Full
The member has paid dues in full for at least one ten-week session block in the current calendar year. See Section 1.3 (Dues & Payment Methods).

(b) No Disciplinary Violations
The member has **no outstanding disciplinary violations** from the preceding twenty-four (24) months. Disciplinary violations include written warnings, suspensions, or removal proceedings. See Article 4 (Discipline).

(c) No Current Suspension or Removal
The member is **not currently under disciplinary suspension or removal** proceedings. A member under suspension is classified as Inactive and may not participate in club decisions.

Active Member Status Effects:

- **Participation:** Active Members have guaranteed participation rights (ice time, equipment, team events) for the paid session block.
- **Voting Eligibility:** Voting rights are determined separately under Section 1.2.2 (Voting Eligibility Tiers).
- **Access:** Active Members with Tier 1 or Tier 2 voting rights may access club financial statements (upon request), rosters, and disciplinary records (excluding personally identifying details of other members' disciplinary matters).
- **Standing:** Active Members with Tier 1 or Tier 2 voting rights have standing to appeal disciplinary decisions to the membership (Article 4, Section 4.5) or to request member forums (Operating Agreement, Article 6, Section 6.2).

Status Confirmation: Any member may request written confirmation of their Active Member status and voting eligibility tier from any co-trustee at any time.

1.2.2 Voting Eligibility Tiers

Voting rights are granted to Active Members based on participation consistency within the calendar year and long-term tenure with the Club, recognizing the need for fairness in matters affecting the team.

Tier 1 – Limited Voting Rights
An Active Member qualifies for Tier 1 voting rights if they have signed up for and paid for **at least 3 out of 5** available ten-week session blocks in the current calendar year.

Tier 1 Members may vote on:

- Regular disciplinary matters and appeals
- Member governance and meeting procedures
- Equipment and facility decisions
- General club operations

Tier 1 Members may NOT vote on:

- By-Laws amendments
- Trustee elections or trustee decisions
- Major club decisions (e.g., significant financial commitments, partnership changes, fundamental operational restructuring)
- Budget and dues adjustments

Tier 2 – Full Voting Rights (Tenure-Based)
An Active Member qualifies for Tier 2 voting rights if they meet **both** of the following criteria:

- **Current participation:** Signed up for and paid for **at least 3 out of 5** available ten-week session blocks in the current calendar year, *AND*
- **Continuous tenure:** Have been a continuous member (paying for at least 3 of 5 sessions per calendar year) for **3 or more consecutive calendar years**

Tier 2 Members may vote on:

- **All matters** including By-Laws amendments, trustee elections, major club decisions, and disciplinary appeals
- Any matter on which Tier 1 members may vote

Note: Tenure is calculated as the total number of consecutive calendar years in which a member paid for at least 3 of 5 available session blocks.

Voting Rights Summary Table:

Voting Category	Tier 1 (3 of 5 Current Year)	Tier 2 (3 of 5 Current + 3+ Continuous Years)	Provisional/Other
Regular club operations & equipment	✓	✓	✗
Member governance & procedures	✓	✓	✗
Disciplinary matters & appeals	✓	✓	✗
Budget & dues adjustments	✗	✓	✗

Voting Category	Tier 1 (3 of 5 Current Year)	Tier 2 (3 of 5 Current + 3+ Continuous Years)	Provisional/Other
By-Laws amendments	✗	✓	✗
Trustee elections & decisions	✗	✓	✗
Major club decisions	✗	✓	✗
Candidacy for trustee	✗	✓	✗

1.2.3 Candidacy for Trustee Positions

Only Tier 2 Members (those meeting both 3 of 5 current-year participation and 3+ continuous years of tenure) may stand as candidates for trustee positions. This requirement ensures that trustees have demonstrated long-term commitment to the Club and sustained understanding of its operations and culture.

1.2.4 Annual Confirmation of Participation

At the beginning of each calendar year or session block, Active Members intending to continue their membership are encouraged to confirm participation. Confirmation helps the Club maintain accurate records and allows members to verify their voting eligibility tier.

1.3 Dues & Payment Methods

1.3.1 Dues Amount & Schedule

The per-session dues amount shall be set by the co-trustees in consultation with the membership. The Club operates on a **session-block basis** (five ten-week blocks per calendar year). **Dues are payable by the session start date** (or as announced by the co-trustees at least 14 days prior to the session start date).

Payment method: NBKC Tap to Pay (contactless debit card transaction) is the primary and preferred payment method. See Operating Agreement, Article 4, Section 4.1 for authorized account details and payment logistics.

1.3.2 Late Payment & Deferred Participation

Any member whose dues remain unpaid by the session start date shall be placed on the **Deferred Participation List** and is **not eligible to skate or participate** in that session block until payment is received in full.

- No late fees apply; however, participation rights are suspended immediately
- Upon payment in full, the member's participation rights are restored for the current or subsequent session blocks

1.3.3 Non-Payment Consequences

A member with deferred participation across multiple consecutive session blocks or who demonstrates a pattern of non-payment shall be subject to disciplinary proceedings (Article 4, Sections 4.1(b) and 4.2) and may be classified as Inactive.

1.4 Admission of New Members

New skater admission is a **Critical Decision** per Operating Agreement, Article 3, Section 3.3, requiring the **unanimous written approval of all three co-trustees**.

Prospective members shall:

1. Express interest in writing to one co-trustee
2. Confirm they understand the break-even financial model (Operating Agreement, Article 5, Section 5.1)
3. Attend at least one team practice or game (to assess skill level, compatibility, and safety)
4. Affirm they have read and agree to comply with the By-Laws, Social Media and Electronic Communication Policy, Refund Policy as well as sign and acknowledge both Player Code of Conduct and Waiver & Release forms

New members begin as **Provisional Members** (Section 1.1.2) upon co-trustee approval and first dues payment.

Note: Admission as a new skater does not establish eligibility for trustee candidacy. Trustee candidacy requires Tier 2 membership status as defined in Section 1.2(c).

ARTICLE 2: TRUSTEES & GOVERNANCE

2.1 Trustee Authority & Tiered Decision-Making

Authority Source: The three co-trustees manage the Club exclusively on behalf of The Hockey Club of Straight Shooters Revocable Living Trust (the sole member of the LLC). All decisions are made pursuant to the **tiered authority framework defined in Operating Agreement, Article 3, Section 3.2**, which establishes three tiers of decision authority based on financial magnitude and governance impact:

For the complete tiered authority framework, including decision thresholds, approval procedures, and documentation requirements, see Operating Agreement, Article 3, Section 3.2.

This By-Laws section provides member context and governance expectations; the Operating Agreement is the authoritative source for substantive thresholds and decision authority.

Member votes under these By-Laws constitute advisory governance rights established by contract and do not create membership interests in the LLC.

2.1.1 Summary for Members

- **Routine Decisions (<$500):** Any one trustee may act independently (e.g., equipment purchase under $500, routine meeting scheduling).
- **Major Decisions ($500–$2,500):** Any two of the three trustees must agree in writing (email acceptable) before proceeding (e.g., equipment purchases $500–$2,500, contract extension, schedule changes).
- **Critical Decisions (≥$2,500 or structural):** All three trustees must agree in writing before proceeding (e.g., annual budget, member removal, By-Laws amendment, trustee replacement, major strategy, reserve floor change, debt >$5,000, donation >$1,000).

See Operating Agreement, Article 3, Section 3.3 for the complete list of decisions classified as Critical.

2.2 Critical Decisions Requiring Trustee Consensus

Authority Source: Operating Agreement, Article 3, Section 3.3 is the authoritative source for the complete list of decisions classified as Critical.

For the authoritative list of Critical Decisions, see Operating Agreement, Article 3, Section 3.3.

This By-Laws section provides member context. Examples of Critical Decisions include:

- Member admission or removal (including disciplinary removal)
- Dissolution of the Club
- Amendment to the Trust, Operating Agreement, or By-Laws
- Trustee replacement or succession
- Contracts with a value >$3,000 per year
- Changes to the reserve fund floor
- Strategic pivots (e.g., change in league, rink location, game format)
- Asset encumbrance or debt >$5,000
- Donations or sponsorships >$1,000
- Changes to the break-even financial model

2.3 Trustee Oath & Consent Form

Each co-trustee shall execute the **Trustee Oath & Consent Form** (Operating Agreement, Appendix A) upon election, appointment, or reconfirmation. The Form requires affirmation of:

- **Active Member Status** (By-Laws, Article 1, Section 1.2)
- **Fiduciary Duties:** Loyalty (acting in the Club's best interest, not personal), Prudence (exercising reasonable care and diligence), Impartiality (treating all members fairly), and Compliance (following the Trust, Operating Agreement, and By-Laws)
- **Conflict of Interest Disclosure and Recusal Obligations** (By-Laws, Article 5, Sections 5.2–5.5)
- **Operational Understanding:** Tiered authority (Section 2.1), break-even model (Operating Agreement, Article 5, Section 5.1), reserve fund management (Operating Agreement, Article 4, Section 4.4)
- **Meeting Attendance:** Commitment to attend at least two (2) annual meetings:
    - November Planning Meeting (annual budget, strategic review)
    - Spring Financial Review (end-of-calendar-year reconciliation, typically March–April)
- **Response Time Commitments:**
    - Routine matters: 48-hour response (email, text, or call acknowledging receipt and confirming action)
    - Urgent matters (safety issue, facility emergency, major outage): 24-hour response
- **Compensation:** Trustees serve voluntarily without compensation, except that prior-approved **direct expenses** (e.g., meeting space rental, notary fees, legal consultation) may be reimbursed as operational expenses, subject to Operating Agreement, Article 4, Section 4.2 (Major Decision threshold).

The Form is binding upon signature and is valid for a three-year (3) term, renewable upon reaffirmation or trustee transition. The Form must be executed by the trustee and may be notarized (recommended but not required). Execution signatures from the existing co-trustees are required to confirm receipt and acceptance.

For the complete Trustee Oath & Consent Form, including all sections and signature blocks, see Operating Agreement, Appendix A.

2.4 Co-Trustee Removal: Grounds & Procedure

A Co-Trustee may be removed only if:

(a) Removal Standard: The member population votes by secret ballot to remove, with 75% affirmative votes of Active Members present or voting by proxy (40% quorum required). **Removal requires concurrent written agreement of the other two Co-Trustees that the grounds below are satisfied.**

(b) Permissible Grounds for Removal (Objective & Narrow):

Only the following, each requiring clear documentary evidence:

1. **Criminal Conviction:** Felony conviction involving dishonesty, fraud, theft, or breach of trust (final judgment, not pending appeal).

2. **Financial Self-Dealing:** Documented evidence that the Co-Trustee:

    - Diverted Club funds, equipment, or assets for personal use without written pre-approval from the other two Co-Trustees;
    - Entered into a contract or transaction with the Club in which the Co-Trustee had an undisclosed financial interest;
    - Failed to disclose a material conflict of interest before voting on a matter affecting that interest.

3. **Willful Violation of Governing Documents:** Documented pattern (minimum 2 separate, substantiated instances within a 12-month period) of:

    - Approving expenditures or decisions in direct violation of the Trust, Operating Agreement, or By-Laws;
    - Deliberately ignoring a unanimous decision of the other two Co-Trustees;
    - Unilaterally dissolving the Club or transferring material assets without required approvals.

4. **Incapacity:** Documented medical determination or court order that the Co-Trustee is mentally or physically unable to discharge fiduciary duties for a period exceeding 90 days.

5. **Abandonment of Office: Absence from all trustee meetings and Club activities for a continuous period of 6 months**, despite written notice of scheduled meetings. (Not satisfied by single missed meetings or brief absences.)

(c) NOT Grounds for Removal:

- Disagreement with a trustee's business judgment or decision (unless it violates the governing documents);
- Unpopularity or member dissatisfaction with a decision made within the trustee's authority;
- Alleged "mismanagement" without documentary evidence of a violation;
- Failure to respond to a single message or missed a single meeting;
- Accusation alone, without corroborating evidence.

(d) Burden of Proof: Members petitioning for removal must present **clear documentary evidence** supporting one of the above grounds. Accusation, rumor, or speculation is insufficient. The other two Co-Trustees must **independently verify** the grounds before a removal vote is held.

(e) Cure Period: Except in cases of criminal conviction or court-ordered incapacity, the accused Co-Trustee shall be given **written notice of the alleged violation and 30 calendar days to cure or respond** before a member removal vote is convened. If the violation is cured within that period, the removal petition is dismissed.

(f) Removal Vote Procedure:

- Held via **secret ballot** (in-person or absentee, no proxy voting on trustee removal).
- Called by the other two Co-Trustees upon verified grounds.
- Requires 75% affirmative of Active Members voting; 40% quorum.
- If removal is voted, the vacant trustee seat remains open until filled per the trustee election process (Article 2.2).

(g) Exoneration: If a removal vote fails, the accused Co-Trustee may not be subject to another removal petition on **substantially the same grounds** for 24 months." Upon trustee removal, the succession process is triggered (see Operating Agreement, Article 11, Sections 11.1–11.4).

ARTICLE 3: FINANCIAL MANAGEMENT

3.1 Accounts & Payment Methods

Authority Source: Operating Agreement, Article 4, Section 4.1 is the authoritative source for account structure, bank selection, and payment methods.

Summary for Members:

The Club maintains **two zero-fee accounts** under the Trust's Employer Identification Number (EIN):

1. **Operating Checking Account** (NBKC National Bank of Kansas City): Primary account for monthly operating expenses (dues collection, payroll for non-existent staff, equipment purchases, facility fees). See Operating Agreement, Article 4, Section 4.1.

2. **Operating Reserve Savings Account** (NBKC): Secondary account for the aspirational reserve floor ($4,000–$5,000). Funds are deposited monthly from Operating Checking to meet the reserve floor; excess funds are carried forward for team events, equipment, or returned to members as reimbursement for equipment/facility damage. See Operating Agreement, Article 4, Section 4.4.

Payment Method (Primary): NBKC Tap to Pay (contactless debit card transaction). This is the Club's primary and authorized method for:

- Collecting dues from members
- Processing reimbursements to members
- Paying authorized vendors (rink facility, insurance)

Checks may be issued **only** to the rink facility operator and require **two-trustee written approval** before processing.

Player reimbursements (e.g., for equipment damage claims) may **only** be issued via NBKC refunding mechanisms (e.g., issuing a credit to the member's card used for the original payment). **No personal checks or cash advances are permitted without three-trustee written approval.

3.2 Approval Thresholds for Member Submissions

Authority Source: Operating Agreement, Article 3, Section 3.2 defines the authoritative dollar thresholds and approval procedures for member-initiated expenditures, reimbursements, and proposals.

Summary for Members:

Members may submit requests for:

- **Reimbursement** (e.g., equipment purchase, facility damage, event-related expense)
- **Equipment or Facility Expenditure** (authorized spending on behalf of the Club)
- **Sponsorship or Donation** (allocation of club funds to external causes)

All submissions must be made in writing to **one co-trustee** and must include:

- **Description:** What is being requested and why
- **Amount:** Dollar value (budget or exact cost)
- **Supporting Documentation:** Receipts, invoices, quotes, or damage assessment (where applicable)
- **Justification:** How this benefits the Club or aligns with the break-even financial model (Operating Agreement, Article 5, Section 5.1)

Approval thresholds are determined by dollar amount:

Amount	Approval Required	Timeline
<$500	1 trustee	3–5 business days
$500–$2,500	2 trustees in writing	5–10 business days
≥$2,500	3 trustees in writing	10–15 business days

Critical Decisions (Operating Agreement, Article 3, Section 3.3) involving governance, member rights, or structural changes may require membership vote regardless of dollar amount. See Section 2.2 above.

3.3 Member Documentation & Communication

Members are entitled to:

(a) Receipt & Acknowledgment
Upon submission of a reimbursement or expenditure request, one trustee shall acknowledge receipt within **two (2) business days** via email, text, or in-person confirmation, stating the expected approval timeline (based on threshold in Operating Agreement, Section 3.2).

(b) Approval Notice
Upon approval, the submitting member shall receive written notice (email acceptable) confirming:

- Amount approved
- Payment method and expected processing date
- Any conditions or documentation required before payment

(c) Denial Notice
If a request is denied, the submitting trustee shall provide written explanation (email acceptable) within the timeline of Operating Agreement, Section 3.2, including:

- Reason for denial (e.g., insufficient funds, misalignment with break-even model, lack of supporting documentation)
- Option to appeal or resubmit with additional information

(d) Appeal Process
A member may appeal a denial by submitting a written request to one trustee within **14 calendar days** of the denial notice, requesting reconsideration by one additional trustee (for Routine/Major decisions) or all three trustees (for Critical Decisions). The appeal must include additional information addressing the stated reason for denial.

3.4 Reserve Fund

Authority Source: Operating Agreement, Article 4, Section 4.4 is the authoritative source for reserve fund management, aspirational floor, and use of excess reserves.

Summary for Members:

The Club maintains an **Operating Reserve Savings Account** (NBKC) with an aspirational floor of **$4,000–$5,000**. This reserve serves as a financial cushion to cover:

- Unexpected facility cost increases
- Emergency equipment replacement (e.g., goal damage, stick replacement)
- Insurance premium increases
- One-month operating runway in case of membership shortfall

Funding Mechanism:
The reserve is funded from:

- Surplus dues collections (if any) in a given calendar year
- Late fees on delinquent dues
- Equipment damage reimbursement funds (after processing claims)
- Interest earned on the reserve account (nominal)

Use of Reserves:
Reserves may only be withdrawn to cover legitimate club operating expenses and are subject to trustee approval. Withdrawal thresholds:

- **<$500:** 1 trustee approval
- **$500–$2,500:** 2 trustee approval
- **≥$2,500:** 3 trustee approval (Critical Decision per Operating Agreement, Article 4, Section 4.4)

Excess Reserves:
If the reserve exceeds **$6,000** for two consecutive months, the co-trustees **shall convene a member forum** (Operating Agreement, Article 6, Section 6.2) to decide whether to:

- Return excess funds to members as a pro-rata refund
- Allocate excess to an annual team event or equipment upgrade
- Retain the excess for long-term financial stability

This decision is made by member vote (simple majority of members present at the forum).

Member Awareness Disclaimer:
Members are advised that the reserve floor is **aspirational**, not guaranteed. In the event of significant membership loss or unanticipated cost increases, the reserve may temporarily fall below the target floor. The co-trustees will communicate reserve status at the November Planning Meeting and in monthly financial summaries (Section 3.6 below).

3.5 Break-Even Financial Model & Taxation

Authority Source: Operating Agreement, Article 5, Section 5.1 is the authoritative source for the break-even model, surplus allocation, and tax treatment.

Summary for Members:

The Club operates under a **strict break-even financial model**, with a **$0 net profit goal** at calendar year-end (December 31). This model means:

- **Dues are set to match anticipated operating expenses** (rink time, insurance, equipment maintenance, administrative costs).
- **No net profit is retained** by the Club; any surplus is returned to members or carried forward as reserve floor funding.
- **No member is owed a "profit share"** or distribution based on Club income.

Tax Treatment:
The LLC is a **disregarded entity** for federal tax purposes (sole member is the Trust, which is also a disregarded entity for tax purposes under the grantor trust rules). The Club files:

- **No separate tax return.** Income and expenses flow through to the Trust's Form 1040 Schedule E.
- **No self-employment tax** is generated (because net profit = $0).
- **No member receives a K-1** or 1099-NEC.

Annual Reconciliation:
A complete financial reconciliation is conducted by **March 1 each year**, comparing:

- Budgeted dues and expenses (set at November Planning Meeting)
- Actual dues collected and expenses paid (January 1 – December 31)
- Surplus or shortfall

Results are presented to the membership at the Spring Financial Review meeting (typically March–April). If a surplus exists, members vote on allocation (see Section 3.4, Excess Reserves).

Member Implication:
Members should understand that dues are non-refundable unless the Club votes to return excess reserves (Section 3.4). Dues cover participation rights and access to club assets for the calendar year only.

3.6 Financial Records & Bookkeeping

Authority Source: Operating Agreement, Article 5, Sections 5.2–5.5 are the authoritative sources for record maintenance, monthly reconciliation, retention periods, and bookkeeper threshold.

Summary for Members:

The Club maintains comprehensive financial records, including:

- **Monthly Bank Statements** (NBKC Operating Checking and Reserve Savings)
- **Dues Ledger** (member name, amount, date paid, payment method, late fee status)
- **Expenditure Log** (date, description, amount, approval authority, supporting receipt/invoice)
- **Reimbursement Log** (member name, reason, amount approved, approval authority, payment date)
- **Trustee Decision Log** (topic, decision, approval authority, date)

Monthly Reconciliation:
One trustee shall reconcile bank statements to the dues ledger and expenditure log by the **15th of each month** following month-end. The reconciliation confirms:

- Bank balance matches ledger total
- All expenditures have supporting documentation
- All dues collections are recorded
- Reserve account balance is within target range

Record Retention:
All financial records are retained for a **minimum of seven (7) years** and stored in a secure location (physical files or password-protected digital folder accessible to all three trustees).

Access & Transparency:
Active Members may request to review financial records during designated "record review windows" (typically quarterly, scheduled at November Planning Meeting). Requests must be made in writing to one trustee at least **5 business days** in advance. Sensitive information (individual member payment history, personal reimbursement details unrelated to the requesting member) may be redacted to protect privacy.

Bookkeeper Threshold:
If the Club's **annual gross revenue reaches or exceeds $50,000**, one co-trustee **shall engage a professional bookkeeper** to maintain and reconcile financial records. The bookkeeper is an external vendor and does not affect decision authority. See Operating Agreement, Article 5, Section 5.2.

3.7 Financial Reporting to Membership

1. Annual Financial Summary (November Planning Meeting)
A written financial summary is provided to all members, including:

- Dues collected (calendar year-to-date and projected)
- Anticipated operating expenses (budget vs. actual)
- Reserve fund balance and aspirational floor status
- Any significant expenditures or reimbursements processed

2. Spring Financial Review (March–April)
A detailed reconciliation report is presented, including:

- Final dues collected (January 1 – December 31)
- Final operating expenses
- Surplus or shortfall
- Reserve fund final balance
- Any proposed adjustments to dues for the upcoming calendar year

3. Session-block Reconciliation Summaries (Optional)
One trustee may distribute a brief email summary to all members at sesssion-end, highlighting:

- Total dues collected that session
- Major expenditures or reimbursements processed
- Current reserve balance
- Upcoming scheduled expenses or events

These summaries are informational only and do not require member action.

ARTICLE 4: DISCIPLINE

4.1 Disciplinary Grounds

The Club maintains discipline to ensure:

- **Safety:** Unsafe play or conduct that endangers members
- **Respect:** Harassment, abuse, or physical aggression
- **Compliance:** Adherence to rink rules, attendance obligations, and financial commitments
- **Governance:** Participation in Club decision-making and conflict of interest compliance

Grounds for disciplinary action include:

(a) Conduct Violations

- Unsafe play or reckless conduct on ice (e.g., excessive checking, boarding, slashing, high sticking)
- Harassment, bullying, or abusive language directed at members or rink staff
- Physical aggression, fighting, or threatening behavior
- Violation of rink facility rules or regulations
- Intoxication or impairment at games, practices, or team events
- Bringing unauthorized weapons, drugs, or contraband to Club activities

(b) Financial Violations

- Non-payment of dues for **30 or more days** beyond the due date (rolling, per contracted session block)
- Refusal or failure to reimburse the Club for damage to equipment or facilities caused by the member
- Unauthorized use or withdrawal of Club funds
- Failure to pay a damage reimbursement judgment ordered by disciplinary action

(c) Governance Violations

- Repeated unexcused absence from **two or more** scheduled annual meetings (November Planning Meeting, Spring Financial Review) in a 12-month period
- Violation of conflict of interest disclosure or recusal obligations (Article 5, Sections 5.2–5.5)
- Obstruction of governance (e.g., refusal to comply with trustee requests for information, intimidation of members during voting, willful disruption of meetings)

(d) Participation Violations

- Unexcused non-participation in club activities for **more than two (2) consecutive months** (per Active Member definition, Article 1, Section 1.2)
- Repeated last-minute cancellations or no-shows (**>3 in a single calendar month**) without legitimate excuse

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4.2 Disciplinary Severity & Consequences

Disciplinary action shall be imposed in ascending severity:

Severity	Consequence	Approval Authority	Duration
Written Warning	Formal notice of violation; member is censured but retains all rights. Remains on record for 24 months.	1 trustee (Routine Decision)	Expires 24 months after issue
Suspension	Member loses ice time, team event access, and voting rights. Retains dues payment obligation and may appeal.	2 trustees in writing (Major Decision)	1–4 weeks (specified at time of suspension)
Removal	Permanent expulsion from Club; member becomes Inactive (Article 1, Section 1.1.3), loses all rights except reinstatement petition. Requires unanimous 3-trustee decision AND 75% member vote.	3 trustees in writing AND 75% member vote (Critical Decision)	Permanent unless reinstatement granted (Article 4, Section 4.7)

Severity Determination:
The trustees shall escalate severity based on:

- **First offense:** Written Warning (unless conduct poses immediate safety risk)
- **Repeated offense:** Suspension (1–4 weeks, specified at time of action)
- **Egregious or dangerous conduct:** Suspension or Removal (depending on severity; safety violations may bypass Written Warning)
- **Removal consideration:** Gross misconduct, repeated suspensions without behavioral improvement, or conduct that poses material risk to Club viability

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4.3 Disciplinary Hearing Process

When a trustee identifies grounds for disciplinary action (Section 4.1), a formal hearing is convened as follows:

(a) Notice & Opportunity to Be Heard
The member shall receive written notice (email acceptable; hand-delivery preferred) of:

- The specific grounds alleged (reference to Section 4.1 subsection)
- A description of the conduct or violation
- The proposed severity level (Written Warning, Suspension, or Removal)
- The date, time, and location of the disciplinary hearing
- The member's right to attend, present evidence, and bring one non-lawyer adviser or witness

Notice period: A minimum of **seven (7) calendar days** before the scheduled hearing date. This notice period is intended to give the member adequate time to gather evidence, prepare a response, and arrange for an adviser if desired.

(b) Hearing Composition & Conduct
The disciplinary hearing is conducted by **all three co-trustees** (the "Hearing Panel"). The hearing is non-public (not open to other members). The process is as follows:

1. **Trustee Presentation:** One trustee presents the grounds for discipline, including any evidence (incident reports, witness statements, financial records, documentation of prior warnings).

2. **Member Response:** The member has the opportunity to respond, present evidence, and call one non-lawyer witness or adviser. The member may:

    - Deny the allegations
    - Admit the allegations but dispute severity
    - Present mitigating circumstances
    - Call one witness to testify on their behalf
    - Decline to participate (in which case the hearing proceeds in the member's absence)

3. **Adviser Role:** If the member brings an adviser, the adviser may:

    - Listen to all testimony
    - Provide advice to the member during the hearing
    - Ask clarifying questions on behalf of the member

    The adviser may NOT be a lawyer, may NOT speak on behalf of the member, and may NOT cross-examine witnesses.

4. **Trustee Questions:** The three trustees may ask questions of both the member and any witnesses to clarify evidence or allegations.

5. **Deliberation & Vote:** After hearing all evidence, the three trustees confer in private (member absent). A **majority vote (two of three trustees)** determines the outcome. The vote must be recorded (e.g., "Decision: Suspension 2 weeks, approved 2-1").

(c) Written Decision & Notice
Within **three (3) business days** of the hearing, the member shall receive written notice (email acceptable) of the disciplinary decision, including:

- The specific violation(s) found
- The severity imposed (Written Warning, Suspension, or Removal)
- If Suspension: Start date, duration, and conditions (e.g., "Suspension from all ice time and team events for 2 weeks, effective [date]–[date]")
- If Removal: Effective date and explanation of the member's right to appeal (Section 4.5)
- The member's right to appeal within 14 calendar days (Section 4.5)

If the vote is not unanimous, the member may request a brief explanation of the trustee vote distribution (e.g., "Approved 2-1") but shall not receive identifying details of which trustee voted how.

4.4 Member Appeal of Disciplinary Decision

A member may appeal a disciplinary decision (Suspension or Removal; Written Warning is final) within **14 calendar days** of the written decision notice by submitting a written appeal letter to one co-trustee.

Appeal Contents:
The appeal letter should state:

- The member's basis for disagreement with the decision (e.g., facts were misunderstood, severity is disproportionate, new evidence has emerged)
- Any new evidence or documentation supporting the appeal
- Whether the member requests a decision by a different trustee panel or by membership vote (see Section 4.5 below)

Appeal Acknowledgment:
One trustee shall acknowledge receipt of the appeal letter within **three (3) business days**, confirming that the appeal has been docketed and will be presented for resolution.

4.5 Member Appeal to Full Membership

If a member appeals a Suspension or Removal decision, the member may request that the appeal be decided by a **membership vote** rather than trustee reconsideration. A membership vote is conducted as follows:

(a) Vote Scheduling
Upon receipt of an appeal requesting membership vote, the three trustees shall schedule a **membership forum** (a special meeting called for this purpose) within **21 calendar days** of the appeal date. All Active Members (Article 1, Section 1.2) are entitled to attend and vote.

(b) Meeting Notice
All members shall receive written notice (email acceptable) of the membership vote meeting at least **10 calendar days** in advance, including:

- Date, time, and location of the forum
- Name of the appellant member
- Brief summary of the violation(s) and original disciplinary decision
- Instructions for how to vote (in-person, proxy, or absentee ballot)

(c) Voting Procedure

- **Attendance:** In-person attendance is preferred but not required. Members may vote by proxy (written authorization to another member) or absentee ballot (email or paper ballot submitted in advance).
- **Quorum:** A membership vote requires a **quorum of Active Members to be present or represented**. Quorum is defined as **40% of all Active Members** (see note below). If quorum is not met, the vote is rescheduled for a second meeting within 14 calendar days.
- **Vote:** Members vote on the specific question: "Should the disciplinary decision [Suspension/Removal] be affirmed, modified, or overturned?"
    - **Affirm:** Maintain the original decision
    - **Modify:** Change severity (e.g., reduce Suspension from 4 weeks to 2 weeks)
    - **Overturn:** Reverse the disciplinary decision entirely and restore the member's full status

Voting Threshold:

- **Simple Majority** of members voting determines the outcome (50% + 1 of votes cast).

Example: If 20 Active Members vote, 11 votes are required to carry any outcome.

(d) Vote Recording & Notice
The results are recorded and announced at the meeting. Within **three (3) business days**, the member shall receive written notice of the vote outcome, including the vote tally (number voting for each outcome).

Note on Quorum Definition:
The prior conversation summary indicates an open question about whether the membership appeal vote requires a quorum or a simple majority of those present. This draft defaults to **40% of all Active Members as quorum**, which provides a meaningful threshold while allowing for scheduling practicality. Members may propose an amendment to this threshold at a future By-Laws revision meeting.

4.6 Effect of Suspension & Reinstatement Requirements

A member under **Suspension**:

- **Loses all participation rights** (no ice time, no team events, no access to club equipment or facilities)
- **Loses voting rights** and cannot attend member forums or meetings during the suspension period
- **Retains the obligation to pay dues** for the suspended period (dues are not prorated or refunded)
- **Retains the right to appeal** within 14 calendar days of the suspension notice

Upon expiration of the suspension term (as specified in the suspension order), the member's rights are automatically restored **without additional action required**. The member shall receive written confirmation of restoration from one trustee within **three (3) business days** of suspension end date.

4.7 Reinstatement After Removal

A member who has been **permanently removed** (Article 1, Section 1.1.3) may petition for reinstatement by submitting a written request to one co-trustee at any time after **12 months** from the removal effective date.

Reinstatement Petition Contents:
The petition must include:

- A statement of the reason for requesting reinstatement
- Evidence of behavioral change or remedial action (e.g., completion of a training course, documentation of counseling, letter of reference from a community leader)
- An affirmation that the member will comply with all Club rules and the break-even financial model going forward
- Payment of any outstanding dues or damage reimbursement judgments from the original disciplinary action

Reinstatement Review:
The three trustees review the petition and may:

1. **Approve reinstatement** (2 of 3 trustees in writing), restoring the member to Provisional Member status (Article 1, Section 1.1.2)
2. **Request additional information** from the member (e.g., further evidence of behavioral change)
3. **Deny reinstatement** (unanimous 3 trustee decision in writing), with written explanation of the grounds for denial

If reinstatement is approved, the member begins as a **Provisional Member** and must complete one additional full season of compliant participation before returning to Active Member status (Article 1, Section 1.2).

ARTICLE 5: CONFLICTS OF INTEREST

5.1 Conflict of Interest Definition

A **"Conflict of Interest"** exists when a trustee or member has a material financial interest, family relationship, or other personal interest that could reasonably bias or appear to bias the individual's judgment in making a decision on behalf of the Club.

Examples of Conflicts:

- **Financial Interest:** A trustee owns a rink facility and the Club is voting on which rink to use
- **Family Relationship:** A trustee's spouse is a member disciplined for misconduct, and the trustee votes on the appeal
- **Prior Relationship:** A trustee and a member being admitted both work for the same employer, creating potential for favoritism
- **Reputational Interest:** A trustee's best friend is facing removal, and the trustee's personal reputation could be affected by the outcome
- **Direct Benefit:** A member submits a reimbursement request for equipment the member manufactured or supplied

Not a Conflict:

- A trustee having a general interest in the Club's success (all trustees have this)
- A trustee and member both enjoying ice hockey or being part of the same social circle
- A trustee voting on dues or other matters affecting all members equally (systemic, not individual interest)

5.2 Trustee Disclosure Obligation

Each co-trustee shall complete and file an annual **Conflict of Interest Disclosure Form** (Operating Agreement, Appendix B) by **January 31 of each year**, disclosing:

(a) Material Financial Interests
Any business, real property, or investment interest that could interact with Club decisions (e.g., trustee owns a hockey equipment company; trustee has financial stake in a rink facility).

(b) Family Relationships
Any spouse, child, parent, or sibling who is an Active Member or vendor providing services to the Club.

(c) Prior or Ongoing Disputes
Any unresolved conflict with an Active Member (e.g., a disciplinary matter, contract dispute, property damage claim).

(d) External Positions
Any employment or volunteer position that could affect the trustee's judgment (e.g., trustee works for the rink facility; trustee is employed by the insurance company providing Club coverage).

(e) Personal Relationships
Significant personal relationships (close friendship, romantic relationship) with Active Members, which could create appearance of bias in voting or decision-making.

Form Submission & Custody:
The completed Disclosure Form is signed by the trustee and filed with the **Trust document custodian** (typically one co-trustee designated as "Secretary"). The form is maintained in a secure location and is not disclosed to members unless a conflict issue arises requiring recusal (Section 5.3 below).

Annual Reaffirmation:
At the November Planning Meeting each year, each trustee shall affirm in writing (email acceptable) that they have reviewed and updated their Conflict of Interest Disclosure Form for accuracy.

5.3 Trustee Recusal Procedure

When a trustee identifies a conflict of interest (Section 5.1), or when another trustee or member raises a concern about a potential conflict, the conflicted trustee shall **recuse themselves** (abstain from participating in the decision) as follows:

(a) Recusal for Routine Decisions (<$500)
The conflicted trustee steps aside; the remaining two trustees may proceed with the decision independently and need not seek approval from the recused trustee.

(b) Recusal for Major Decisions ($500–$2,500)
The conflicted trustee steps aside; **both remaining trustees must agree in writing** before proceeding. If the two remaining trustees disagree, the decision is escalated to all three trustees (including the conflicted trustee) to discuss and attempt resolution, or is referred to a member forum for input (Operating Agreement, Article 6, Section 6.2).

(c) Recusal for Critical Decisions (≥$2,500 or Structural)
Critical Decisions require unanimous agreement of all three trustees. If one trustee is conflicted, the Club has three options:

1. **Defer the decision** until the conflict is resolved (e.g., an external transaction is completed, a family relationship ends, a prior dispute is settled).

2. **Refer to membership:** The three trustees present the decision to a member forum and allow members to vote. If members vote affirmatively, the decision may proceed without trustee consensus (this is a modification of the normally unanimous-trustee requirement for Critical Decisions, but is appropriate when a trustee conflict prevents governance).

3. **Engage external counsel:** Hire independent legal or financial counsel to render a recommendation on the decision. The non-conflicted trustees and external counsel then jointly decide whether to proceed. Cost of external counsel is subject to Operating Agreement, Article 3, Section 3.1-3.3 (Major/Critical Decision threshold) and Article 6 (Dispute Resolution, Tier 4).

(d) Recusal Documentation
When a trustee recuses, one non-conflicted trustee shall document:

- The decision or topic at hand
- The name of the recused trustee
- The nature of the conflict (brief description)
- The resolution method chosen (Routine/Major proceeding without recused trustee; Critical deferred/referred to members/external counsel)

This documentation is retained in the Trustee Decision Log (Article 3, Section 3.6).

5.4 Member Conflict of Interest Expectations

Active Members are expected to abstain (refrain from voting) on Club decisions where they have a personal or financial interest, including:

- **Voting on a member's own disciplinary appeal:** A member facing discipline should not vote on their own appeal to membership (Article 4, Section 4.5), though they may attend and listen.
- **Voting on reimbursement or expenditure requests where the member is the requesting party:** If a member submitted a request, that member should abstain from voting on approval (though this is advisory, not binding).
- **Voting on matters directly benefiting the member:** If a proposal directly benefits one member (e.g., allocation of funds to purchase a specific member's preferred equipment), that member should abstain.

Enforcement:
Member abstention is expected as a matter of good faith and Club culture, not strictly enforced. If a member votes on a conflicted matter, the vote is not invalidated, but a trustee may raise the concern at a future meeting or forum to reinforce expectations.

5.5 Trustee Removal Based on Conflict Violation

If a trustee willfully violates conflict of interest disclosure or recusal obligations (Sections 5.2–5.3), the violation may constitute grounds for trustee removal under Operating Agreement, Appendix A, Section 6.

Examples:

- Trustee fails to disclose a material financial interest and votes on a decision affecting that interest (self-dealing)
- Trustee is notified of a conflict but refuses to recuse on a Critical Decision
- Trustee votes on a decision while aware of a significant family or personal interest

Removal requires:

- **Unanimous agreement** of the other two trustees, **AND**
- **75% affirmative vote** of Active Members (Article 2, Section 2.4)

5.6 Conflict Resolution Process

If a trustee or member raises concern about a potential conflict of interest involving another trustee, the matter is resolved as follows:

(a) Notice & Discussion
The concerned party notifies the conflicted trustee (or the other two trustees, if the concern is about one trustee) in writing, describing the potential conflict.

(b) Trustee Evaluation
The non-conflicted trustees evaluate the concern and determine whether a genuine conflict exists (Section 5.1).

(c) Recusal or Denial

- If a conflict is found, the conflicted trustee recuses per Section 5.3
- If no conflict is found, the decision proceeds normally and the concerned party is notified of the determination

(d) Escalation
If the concerned party disputes the trustees' determination, the matter may be escalated to a member forum (Operating Agreement, Article 6, Section 6.2) for member input on whether a conflict should have been found.

ARTICLE 6: MEETINGS & VOTING

6.1 Annual Meetings

The Club holds **two mandatory annual meetings**:

(a) November Planning Meeting
Timing: Second or third Saturday in November
Agenda:

- Review of prior calendar year financial reconciliation
- Proposed dues amount for upcoming calendar year
- Annual budget (anticipated expenses)
- Strategic review (any proposed changes to schedule, league, location, or Club direction)
- Trustee reaffirmation (each trustee affirms Trustee Oath; Conflict of Interest Disclosure updated)
- Active Member confirmation (members confirm continued participation; see Article 1, Section 1.2)
- Nominations for trustee election (if any trustee term expires)

Attendance: All Active Members are expected to attend in person. Provisional Members may attend but may not vote. Non-members, visitors, or former members may not attend.

Quorum: 40% of Active Members present or represented by proxy.

(b) Spring Financial Review
Timing: March or April (after calendar year end on December 31) **Agenda:**

- Presentation of final financial reconciliation (January 1 – December 31)
- Explanation of any surplus or shortfall
- Decision on allocation of excess reserves (if applicable)
- Approval of any needed adjustments to dues for the following calendar year
- Review of upcoming events or expenditures

Attendance & Quorum: Same as November Planning Meeting.

6.2 Special Member Forums

At any time, a member may request a **special member forum** on a specific topic by submitting a written request to one co-trustee. The forum is convened within **10 calendar days** of the request, unless the matter requires urgent resolution (in which case it may be convened within **2 business days**).

Forum Topics Include:

- Clarification of Club policy or governance
- Discussion of proposed policy changes
- Review of member concerns (e.g., safety, fairness, rule enforcement)
- Appeals of trustee decisions (disciplinary appeals; see Article 4, Section 4.5)
- Allocation of excess reserves (Article 3, Section 3.4)
- Member-initiated votes on Club direction

Attendance & Participation:

- All Active Members are invited and encouraged to attend
- Provisional Members may attend and listen but may not vote
- The requesting member presents the issue; other members may speak in support or opposition

Decision Process:

- Topics requiring a vote (e.g., allocation of excess reserves, member appeals) are decided by **simple majority of Active Members present or represented by proxy**
- Quorum is **40% of all Active Members**
- Voting procedures are the same as annual meetings (in-person, proxy, absentee ballot)

Forum Documentation: One trustee shall document the forum (date, attendance, topic, outcome, vote if applicable) in the Trustee Decision Log.

6.3 Trustee Elections

When a trustee term expires, or a trustee position becomes vacant, an election is held to select a replacement or reaffirm the current trustee.

Election Procedure (45-Day Compressed Timeline):

Phase	Days	Activity
Nomination	1–10	All Active Members may nominate candidates (including self-nomination). A candidate must confirm they meet Active Member criteria and will execute the Trustee Oath. Nominations submitted in writing to one trustee.
Member Forum	11–20	All Active Members meet to discuss candidates (if >1 nominee). Each nominee may speak briefly (5 minutes) about their vision for the Club. Members ask questions.
Election Vote	21–30	Members vote on elected trustee(s). Winner is the candidate receiving the most votes (plurality). If multiple trustees are elected simultaneously (unlikely), each receives a separate vote. A candidate must receive **≥40% of votes cast** to win. If no candidate reaches 40%, a runoff vote is held within 5 calendar days.
Ratification	31–45	The newly elected trustee is formally appointed, executes the Trustee Oath & Consent Form (Article 2, Section 2.3), and takes office on the scheduled date. The other two trustees countersign the Oath to confirm receipt and acceptance.

Election Quorum & Voting:

- Quorum: 40% of Active Members
- Voting method: In-person, proxy, or absentee ballot
- Threshold: Plurality (most votes), with ≥40% threshold for election

Trustee Absence: If a trustee becomes unable or unwilling to serve (e.g., move away, health emergency, resignation), an emergency election is convened using the 45-day timeline above, with the phases compressed as needed to fill the vacancy within **30 calendar days** of the triggering event (Operating Agreement, Article 11, Sections 11.3–11.4 for interim authority rules).

6.4 Voting Procedures

General Voting Rules:

(a) Eligible Voters
Only **Active Members** (Article 1, Section 1.2) may vote on Club decisions, including trustee elections, member appeals, and allocation of reserves.

Provisional Members and Inactive Members may **not** vote, even if they attend a meeting.

(b) Voting Methods

- **In-person voting:** Members present at the meeting vote by show of hands, written ballot, or voice vote (at the discretion of the trustee conducting the meeting)
- **Proxy voting:** A member unable to attend may authorize another member to vote on their behalf by providing written proxy authorization (email acceptable), specifying which member or matters the proxy covers
- **Absentee ballot:** A member unable to attend may submit a written absentee ballot (email or paper) to one trustee prior to the vote, specifying their vote on each matter on the agenda

(c) Vote Recording
One trustee shall record the outcome of all votes, including:

- Date and description of the matter voted on
- Total number of eligible votes cast
- Number of votes for each outcome
- Final result (passed, failed, motion adopted, etc.)

(d) Tie Votes
In the event of a tie vote on a membership matter (e.g., 50–50 vote on a member appeal), the motion **fails** (the status quo is maintained; the original decision stands). Tie votes on trustee election result in a runoff vote within 5 calendar days.

(e) Voting on Sensitive Matters
On disciplinary appeals (Article 4, Section 4.5) and conflict of interest matters (Article 5, Section 5.6), members may request that voting be conducted by written or absentee ballot (rather than show of hands) to protect privacy. One trustee shall honor this request.

ARTICLE 7: AMENDMENTS

7.1 By-Laws Amendment Process

These By-Laws may be amended by:

- **Proposal:** Any Active Member may propose an amendment by submitting it in writing to one co-trustee at least **14 calendar days** before a scheduled annual meeting (November Planning or Spring Financial Review)
- **Review:** The three trustees review the proposal and determine whether the amendment is **consistent with the Operating Agreement** (since the Operating Agreement is the authoritative source for financial thresholds, trustee authority, and substantive governance rules). If the amendment would contradict or alter a threshold or authority rule from the Operating Agreement, the amendment is deferred to a Legal Review (see below)
- **Presentation:** At the annual meeting, the proposed amendment is presented to all members, with the trustees' written recommendation (approve, deny, or modify)
- **Discussion:** Members have the opportunity to discuss the amendment before voting
- **Vote:** The amendment is approved by **simple majority** of Active Members voting (50% + 1 of votes cast). Quorum is **40% of all Active Members** present or represented by proxy
- **Effective Date:** If approved, the amendment becomes effective on the date stated in the vote, or immediately if no date is specified

7.2 Legal Review & Operating Agreement Consistency

If a proposed By-Laws amendment would alter or contradict the Operating Agreement, the amendment is deferred to a **Legal Review** as follows:

(a) Referral to External Counsel
The three trustees refer the proposed amendment to an external attorney (cost subject to Operating Agreement, Article 6, Dispute Resolution, Tier 4 budget).

(b) Counsel Opinion
The attorney reviews the amendment and issues a written opinion on whether it is consistent with the Operating Agreement and Trust governing documents.

(c) Revision & Re-Proposal
If the attorney identifies conflicts, the amendment is revised and re-proposed at the next annual meeting. If no conflicts exist, the amendment proceeds to member vote per Section 7.1 above.

ARTICLE 8: MISCELLANEOUS

8.1 Interpretation & Severability

If any provision of these By-Laws is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be **severed** (removed), and the remainder of the By-Laws shall continue in full force and effect.

In the event of conflict between the By-Laws and the Operating Agreement, **the Operating Agreement is the authoritative source** for substantive thresholds, trustee authority, financial rules, and governance procedures. The By-Laws are the authoritative source for member-facing procedures, participation rules, and disciplinary processes.

8.2 Notices

All notices required under these By-Laws (e.g., disciplinary notices, meeting notices, appeal notices) may be delivered by:

- **Email** (to the email address on file with one trustee)
- **Hand delivery** (in person at a game, practice, or team event)
- **U.S. Mail** (addressed to the member's physical address on file)

A notice is deemed **received** when:

- **Email:** The email is sent and not bounced; the member is presumed to have read within 24 hours
- **Hand delivery:** The notice is handed to the member in person
- **U.S. Mail:** Three (3) business days after mailing

If a member's email or physical address is unknown to the trustees, the notice is posted to a shared Club communication channel (e.g., email list, team messaging app) and is deemed received upon posting.

8.3 Confidentiality

Certain information is confidential and may not be shared with non-members or unauthorized parties:

(a) Disciplinary Records
Records of disciplinary hearings, decisions, and appeals (Article 4) are confidential and available only to:

- The disciplined member
- The three co-trustees
- A member's authorized adviser or witness (during the hearing only)

Other members may not access disciplinary records of other members, except that general information (e.g., "a member was suspended for two weeks") may be shared if necessary to explain why a member is not participating.

(b) Financial Records
Detailed financial records (bank statements, reconciliation schedules, detailed expenditure logs) are available only to the three co-trustees and a designated bookkeeper (if hired). Active Members may request a summary financial report or may review records during designated record review windows (Article 3, Section 3.6).

(c) Conflict of Interest Disclosures
Conflict of Interest Disclosure Forms (Article 5, Section 5.2) are confidential and maintained by one designated trustee. They are not disclosed to members unless a conflict issue arises requiring recusal.

(d) Private Member Information
Member contact information (email, phone, address), payment history, and personal circumstances are confidential and may not be shared with non-members or other members without the member's consent.

8.4 Non-Discrimination & Harassment Policy

The Club is committed to providing an inclusive, respectful environment for all members, regardless of race, color, national origin, religion, sex, age, disability, sexual orientation, gender identity, or any other protected status.

Prohibited Conduct:

- Harassment, slurs, or derogatory language based on protected status
- Exclusion from activities or voting based on protected status
- Differential treatment or discipline based on protected status
- Retaliation against a member who reports discrimination or harassment

Reporting: A member who believes they have been subjected to harassment or discrimination may report the matter to one co-trustee in writing or in person. The trustee shall take the complaint seriously and investigate promptly. Depending on the nature and severity, the matter may result in counseling, mediation (Operating Agreement, Article 6, Section 6.4), or disciplinary action (Article 4).

8.5 Indemnification

To the extent permitted by law, the Club shall indemnify (hold harmless and defend) the three co-trustees from any claim, liability, or expense arising out of the trustees' good-faith performance of their duties, including:

- Claims by members (e.g., wrongful discipline, wrongful termination)
- Third-party claims (e.g., injury on rink premises, contract breach)
- Professional liability (e.g., errors in financial recordkeeping)

Limits:

- Indemnification does not apply if the trustee acted in bad faith, with gross negligence, or in willful violation of the Trust or Operating Agreement
- Indemnification is funded from Club assets and is subject to the Club's available operating budget; if a claim exceeds available assets, the Club may purchase liability insurance (Operating Agreement, Article 7, Section 7.1)

8.6 Effective Date & Transition

These By-Laws are effective as of **September 30, 2026**.

Transition from Prior Governance:

- Any prior versions of these By-Laws are **superseded and void**
- Existing members' status (Active, Provisional, Inactive) is re-evaluated under the new definition of Active Member (Article 1, Section 1.2) as of the effective date
- Pending disciplinary matters are concluded under the prior rules; new disciplinary matters are governed by these By-Laws
- Pending trustee elections are completed under the 45-day compressed timeline (Article 6, Section 6.3)

End of By-Laws