

USA ULTIMATE AFFILIATE OPERATIONS MANUAL

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Section 1: Introduction

Ultimate was developed in 1968 by a group of students at Columbia High School in Maplewood, N.J. Today, USA Ultimate is the national governing body for the sport of ultimate in the United States and is a member of the World Flying Disc Federation (WFDF) and the U.S. Olympic and Paralympic Committee (USOPC). The organization is responsible for the development of ultimate programs at all levels – youth, college, adult club, masters – as well as the nation's ultimate coaches, observers, administrators and all of its national teams that represent the U.S. in international competitions. As part of this development, USA Ultimate hosts a number of clinics, workshops and championship events throughout the year, along with sanctioning hundreds of events around the country.

USA Ultimate is the primary support behind the sport. It exists to serve the sport of ultimate through resources, promotion, development and training. In order to develop and maintain the needed resources to support the growth of the sport, ultimate relies on the support of every individual who benefits from the sport. USA Ultimate membership benefits its members and provides significant long-term benefits for the sport. USA Ultimate provides a leadership role in virtually every aspect of the sport.

The governing body is comprised of a board of directors that helps steer the work of the national headquarters staff and receives guidance from several committees. On the local level, USA Ultimate relies on an extensive volunteer network to administer and oversee development of the sport and competitions around the country.

What are the mission and vision of USA Ultimate?

USA Ultimate holds itself to the high standards of character exhibited by members of the ultimate community who uphold Spirit of the Game, within competition and beyond. Our values guide the organization's decisions and behaviors daily as we execute our mission and vision.

Mission: To advance the sport of ultimate in the United States by enhancing and promoting Character, Community and Competition.

Vision: Ultimate is widely known, played and respected in the United States as a sport that inspires athletic excellence and integrity among participants and fans.

Values:

- Leadership: We drive thoughtful growth, development and innovation in competition and the
 ultimate community, as servant-leaders, we work cooperatively with members and partners to
 achieve our mission.
- Equity: We push to realize the potential for sport to bring people together of diverse identities, backgrounds and experiences. We are committed to building an accessible and inclusive community that fosters understanding and respect for the rights, views, dignity and inherent value of each member.
- Integrity: We stay true to the mission of USA Ultimate and the highest ethical standards, demonstrating honesty and fairness in every action that we take.
- Responsibility: We hold ourselves accountable for our decisions and actions, while striving for excellence in all that we do. We are dedicated stewards of the sport of ultimate.
- Joy: We recognize the power of fun to build connections, strengthen community, and drive

growth, and we seek to create competitive experiences that are joyful to play and watch.

Section 2: USA Ultimate Organizational Structure

USA Ultimate is the national governing body for the sport of ultimate in the U.S. and is run on a daily basis by a professional staff headquartered in Colorado. Day-to-day operations of USA Ultimate are the responsibility of the staff, which is led by a CEO who reports to a board of directors.

Headquarters Staff: Professional staff that oversee the day-to-day operations

Board of Directors: Comprised of 12 members; determine policy and monitor progress of the corporation

Executive Committee: Made up of officers from the board

Standing Committees: Focus on specific areas of activity

- Executive
- Spirit, Observers & Rules Competition
- Marketing and Communications
- Governance
- Judicial
- Finance

USA Ultimate Contact Information

To contact headquarters staff, visit our <u>contact page</u>. For questions about the <u>Affiliate Program</u>, visit our website, email <u>affiliate@usaultimate.org</u> or call 719-219-8322.

USA Ultimate Events

USA Ultimate owns a number of events which may be administered directly by USA Ultimate, USAU affiliates or non-affiliates. The majority of USA Ultimate events require full USA Ultimate membership. These events may include but are not limited to:

- Youth Club Championships
- College Regular Season, Conference, Regional and Championship events
- Club Regular Season, Sectional, Regional and Championship events
- Beach Championships
- Triple Crown Tour events
- Masters and Grand Masters and Great Grand Masters Regional and National Championships
- Qualifying USA Ultimate sanctioned regular season events

Affiliate memberships are applicable for several USA Ultimate-owned events, including but not necessarily limited to:

- High School State Championships run by an affiliate organization
- Organizer Convention
- Coach Convention
- Certification programs for coaches, observers and tournament directors

Section 3: Affiliate Purpose and Structure

Affiliate Definition

Affiliates are local ultimate organizations around the nation that USA Ultimate has partnered with to bring the USA Ultimate brand, programs and services to the local community. An affiliate, with support and resources from USA Ultimate, unifies, promotes, and provides programs and services to the players in its geographic area. While USA Ultimate maintains a close, programmatic and strategic relationship with affiliates, each affiliate is separate and distinct. Affiliates remain their own corporation that serves its constituents, elects board members and manages affairs as deemed appropriate under the organization's bylaws. Affiliates work with USA Ultimate to build a lasting partnership which USA Ultimate, along with the local organization, strives to develop, strengthen and maintain. To accomplish this mission, affiliates should be engaged in the following priorities with support from USA Ultimate.

- Programs and Services
- Volunteers
- Communications
- Organizational Development

When starting an affiliate, representatives must first read and understand the philosophy and requirements behind maintaining a USA Ultimate affiliate, determine this is something you and your group would like to do and that the organization supports USA Ultimate's mission, values and vision.

Affiliate Program Purpose

To strengthen and grow ultimate in the nation by building a national infrastructure that unites and supports ultimate organizations across the U.S. and reduces the "reinvention of the wheel" within each community.

- Strengthen local organizations, so they can continue with healthy growth, prosperity and development.
- Assist organizers in developing safe, fun, high-quality programs in their communities.
- Grow youth ultimate!
- Provide equitable and accessible playing opportunities.
- Model our organizational structure after other successful sport governing bodies and align ourselves with U.S. Olympic and Paralympic Committee goals.

The 2025 iteration of the affiliate program is designed to add flexibility for local disc organizations, so all orgs, no matter the size or scope, find a place they "fit" in the affiliate program. Tier 1 organizations are those most closely associated with USA Ultimate and have the most benefits and most requirements. Tier 2 organizations partner mostly closely with USA Ultimate on their youth programs. Their benefits and requirements are in the middle of the scale. Tier 3 organizations partner with USA Ultimate on a few programs, including outreach programs, each year. They have the fewest requirements but also the fewest benefits. The requirements and benefits are described further in Appendix B and Appendix E, respectively.

Board of Directors

Sound leadership is the base for a successful affiliate. Affiliate leaders work closely with USA Ultimate, other local ultimate organizations or groups, and their neighboring affiliates in order to support and grow the sport. An affiliate board is at its best when it is geared towards the specific needs of the affiliate's local ultimate participants. USA Ultimate feels very strongly about supporting our affiliates' needs and will do all we can to communicate to your local members in order to cultivate additional leadership for elections. USA Ultimate also maintains that an affiliate should have a well-rounded, productive board with everyone pulling their weight to get things done.

At a minimum, affiliate organizations' board of directors should consist of at least four members, who form the executive committee (these positions are mandatory at all times):

- President
- Vice President
- Secretary
- Treasurer

Ideas/recommendations for other board positions (size of board and positions filled are decided by each individual affiliate).

- Coaching Liaison
- Events Coordinator
- Education Coordinator
- Equity & Diversity Representative
- Communications & Website Manager
- Marketing & Membership Representative
- Legal Counsel / IRS Specialist
- SOTG/Sportsmanship Coordinator
- Youth League Director or Representative
- Middle School League Representative
- High School League Representative
- Special Awards Coordinator
- Affiliate Grants Coordinator
- Sponsorship/Fundraising Coordinator
- Observers Representative
- Teams Representative

Section 4: Affiliate Incorporation and EIN

Incorporation

USA Ultimate requires each affiliate to incorporate in their state. For legal reasons at both the national and local levels, it is in the best interest of the affiliate to maintain an incorporated status.

Why Incorporate?

1. Personal protection. If some unfortunate incident should happen (such as an injury at an event),

those managing an unincorporated organization are more likely to face personal liability.

- 2. Build credibility and brand protection.
- 3. To establish your business.

IRS Information about Incorporation

Visit the <u>IRS website</u> to find a link and phone number to every state. If you click on your state, please note you will be asked to leave the IRS website to go to an independent state website for information.

Costs

The costs for becoming incorporated vary from state to state. The costs include a filing fee and, in some states, an advertising fee to publish the fact of incorporation. In addition, unless someone does the legal work for free ("pro bono"), there will be costs of preparing the legal documents – articles of incorporation (required) and bylaws. When incorporating, organizations must indicate if they are planning to be a non-profit. USA Ultimate's finance staff is available to assist with questions about starting this process.

Local disc organizations are often able to find an attorney in their community who is willing to help with the legal documentation, providing savings on the process of incorporating.

Obtaining a Federal Employee Identification Number (EIN)

How to Obtain a Federal EIN

Your affiliate can obtain an EIN through the IRS. Or find IRS phone numbers for further guidance.

How to Change your Affiliate Information with the IRS

For an affiliate to change its address for IRS purposes only, go to www.irs.gov and search for 8822. An affiliate change of address should occur when the address on file belongs to a past board member who is no longer connected with the affiliate in any formal capacity as an executive member. As a recommendation, the address on file should belong to either the president of the affiliate or the treasurer. Once a change of address is processed, the affiliate should contact USA Ultimate with the updated information and provide a copy of the change to the person responsible for filing your tax return.

Tax Year for All Affiliates

USA Ultimate uses a December 31 fiscal year end. In order to have consistency, it is recommended, but not required that affiliates adopt a December 31 year end for their corporation.

Section 5: Affiliate Compliance Documentation

USA Ultimate must receive documentation from each affiliate as required in the Affiliate Agreement. Reminder emails for the different components are sent by headquarters staff. Any affiliate that fails to fulfill these obligations is considered in default and will remain so until all documents are received. If there are any changes to affiliate compliance documentation, all affiliates will be made aware via email by the Director of Community Development. Below lists all compliance documents that may be requested from each affiliate:

Affiliate Agreement

The current president of the affiliate must read and sign the most updated version of the agreement and return to USA Ultimate. Available in Appendix A and online.

Affiliate Survey

A current staff member or member of the board is required to complete the annual end of year affiliate survey to assist USA Ultimate with evaluating the program and provide updated information about the affiliate's current board of directors, state of the affiliate and plans for the upcoming year. Reporting regarding certain affiliate-run programs, such as outreach programs, will also be submitted via the annual affiliate survey.

Certificate of Directors and Officers Coverage

Verification of D&O coverage if not provided by USA Ultimate.

Section 6: Affiliate Administration Policy Regarding Teams/Leagues

USA Ultimate encourages each affiliate to use the administrative structure that works best for growing the sport in the affiliate area, particularly since there are diverse levels of ultimate development around the country. Any involvement by an affiliate in administering teams or leagues must, however, have as its priority, concerns for making sure the affiliate entity stays the unbiased, umbrella and support organization for any and all players, coaches, officials, parents and fans of the sport. Safety and accountability should also be a primary concern. If personal conflicts arise, affiliate board members must not let those issues get in the way of affiliate support for all members and ultimate entities in their jurisdiction. USA Ultimate is not responsible for the maintenance of an affiliate's leagues or its personal disputes due to discrepancies in league administration.

Appendix A: USA Ultimate Affiliate Agreement

AGREEMENT made and entered i	into this	day of	in the year	, by and
between USA Ultimate and		(the 'A	ffiliate'), a corporat	ion.

Preliminary Statement

- A. USA Ultimate is the national governing body for the sport of ultimate in the United States. Our mission is to advance the sport of ultimate by enhancing and promoting character, community and competition.
- B. The establishment of affiliates is designed to unite ultimate enthusiasts within a given geographic region in order to unify and promote the sport and assist with the provision and expansion of programs and services to the youth and adults playing ultimate in its geographic area.
- C. The Affiliate desires to become affiliated with USA Ultimate.
- D. The Affiliate has read and understood the philosophy and requirements behind maintaining a USA Ultimate affiliate and is willing to adopt and agree to adhere to the terms and conditions hereinafter set forth, and the Affiliate understands and is willing to comply fully and perform in accordance with all policies, practices, and procedures of USA Ultimate, as hereinafter described.

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

1.	GR	AN ⁻	$\Gamma \cap F$	RI	GHT

Affiliate shall be known as the _______Affiliate of USA Ultimate, said name to be used only in connection with the Affiliate's operations provided for hereunder. Notwithstanding anything to the contrary contained herein, the parties agree that in the event the Affiliate or any person, firm or entity acting on behalf of the Affiliate takes any action, which in the sole and absolute discretion of USA Ultimate could adversely affect or bring public disgrace or disrepute to USA Ultimate (a "Termination Event"), USA Ultimate shall have the right to immediately cancel and terminate this Agreement and all rights granted to the Affiliate hereunder.

2. SERVICES AND BENEFITS RENDERED BY USA ULTIMATE.

Additional details provided online and in Appendix E.

- a) Staff support and assistance from the national office. USA Ultimate (with many full-time staff, including several dedicated to the affiliate program) shall advise and consult with the Affiliate in connection with the Affiliate's operations and activities. USA Ultimate will endeavor to provide such reasonable assistance as may be requested by the Affiliate.
- b) Recognition as a USA Ultimate partner with contact information posted on USA Ultimate website. When people see the USA Ultimate logo, they know they will be playing in an event with the highest commitment to safety, fun and professionalism. USA Ultimate is also recognized by the U.S. Olympic and Paralympic Committee.
- Highly reduced Affiliate-level membership (not applicable for all USAU-owned events). USA
 Ultimate shall make the services and benefits outlined in Appendix F available to affiliate
 members.
- d) General liability, participant accident and directors and officers insurance coverage as

described in Schedule A.

- e) *Rebate dollars, as described in Paragraph 3 below and in Schedule C.
- f) *Priority eligibility to apply for financial grants.
- g) Promotional and marketing materials for use, display and distribution.
- h) <u>USA Ultimate staff-led programs</u> and trainer development facilitated within the Affiliate boundaries.
- i) Priority in hosting USA Ultimate-run events and potential profit sharing.
- j) Access to online registration system supported by USA Ultimate, capable of accepting USA Ultimate and local affiliate payments within a single transaction, and more.
- k) Simple event registration. No fees for sanctioning each event.
- I) Event-related benefits including merchandise discounts and follow-up event survey results.
- m) Complimentary registration for the annual Organizers Convention.

3. AFFILIATE REBATE

USA Ultimate shall fix, and may amend at its discretion, the categories of USA Ultimate membership available, and the amount and method of collection of membership dues. A fixed amount of the dues from each participating member (the "Affiliate Rebate"), as determined by registration and as authorized by USA Ultimate, will be paid to the Affiliate, for its own proper uses and purposes in accordance with Schedule C. The structure of the Affiliate Rebate to be paid to the Affiliate will be determined from time to time by USA Ultimate. Such payments shall be made annually according to the Affiliate Rebate Schedule (see Schedule C). Affiliates in good standing and with an 'Official' status, as more particularly described on Schedule B, which are attached hereto and made a part hereof, shall be entitled to receive Affiliate Rebates. Failure on behalf of the Affiliate to have all participants register with USA Ultimate shall immediately render the Affiliate ineligible to receive the Affiliate Rebate and may constitute an immediate Event of Default (see paragraph 7).

Membership payments received by the Affiliate shall be forwarded to USA Ultimate.

4. SPECIFIC DUTIES AND OBLIGATIONS OF AFFILIATES

The Affiliate specifically acknowledges and agrees as follows:

- a. Compliance with Affiliate Operations Manual. The Affiliate acknowledges that USA Ultimate has furnished to the Affiliate an Affiliate Operations Manual (the "Manual") that sets forth a wide range of requirements and policies that are applicable to the organization and operation of the Affiliate. The Affiliate agrees that the Schedules and Appendices all constitute part of this Agreement, and agrees to comply fully and completely with all of the requirements set forth in the Manual, including without limitation all USA Ultimate policies that are not included in the Manual, as the Manual may be revised by USA Ultimate from time to time during the term of this Agreement.
- b. Allowable Costs. All grants, funds and rebates issued by USA Ultimate to an Affiliate must be used according to the rules of the Program and/or to support the Affiliate Priorities or suggested guides outlined in Appendix C. Any alternative use of funds must be pre-approved by USA Ultimate. Rebates may **not** be used for:
 - i. entertainment, meetings, socials, refreshments, meals, alcohol, or parties
 - ii. travel costs including housing, car and fuel expenses
 - iii. legal costs incurred during claims whether for or against the organization

^{*}Restrictions may apply for 'Provisional' Affiliates.

- iv. any expenses, costs or payments, bonuses, stipends provided to board members for any reason
- v. existing program expenditures
- c. <u>Submission of Annual Affiliate Reports and Documentation</u>. These include:
 - i. Updated Affiliate Agreement, when applicable
 - ii. End of Year Affiliate Survey
 - iii. Certificate of Directors and Officers coverage
- d. Proprietary Rights of USA Ultimate. The Affiliate acknowledges that all of the photographs, images, likenesses and video that may appear at any time during the term of this Agreement on the USA Ultimate website or upon or in any other form of media that may be produced, distributed or otherwise made available by USA Ultimate to its Affiliates, its members or the public generally (collectively, the "Proprietary Images") are owned either by third parties who grant to USA Ultimate the limited right to use the Proprietary Images or are owned by USA Ultimate (the "Proprietary Rights"). The Affiliate acknowledges and agrees that the Proprietary Rights are personal to USA Ultimate and neither the Affiliate nor its members shall have any right to use for any purpose whatsoever the Proprietary Images without the express written consent of the holder of the Proprietary Rights.
- e. Membership Information. The Affiliate acknowledges that during the term of this Agreement, USA Ultimate may furnish to the Affiliate certain membership information with respect to the members of USA Ultimate that reside in the geographic area covered by the Affiliate (the "Membership Information"). The Affiliate acknowledges and agrees that any determination by USA Ultimate to provide any Membership Information to the Affiliate shall be made by USA Ultimate in its sole and exclusive discretion. The Affiliate further acknowledges and agrees that Membership Information shall only be furnished by USA Ultimate to the president of the Affiliate or at the request or approval of the president of the Affiliate to an affiliate executive other than the president. The Affiliate agrees that all Membership Information is proprietary to USA Ultimate, and the provision by USA Ultimate of Membership Information to the Affiliate shall not create or otherwise result in the acquisition by the Affiliate of any right, title or interest in or to the Membership Information. The Affiliate agrees that all Membership Information is strictly confidential. The Affiliate shall not provide any Membership Information to any third party, and the Affiliate shall maintain at all times the confidentiality of any Membership Information. The Affiliate specifically agrees that any proposed use of any Membership Information shall be subject to the prior written approval of USA Ultimate, and USA Ultimate shall be entitled to impose such conditions upon any such proposed use of the Membership Information as USA Ultimate may deem necessary or appropriate to maintain at all times the confidentiality of the Membership Information.
- f. Affiliate of USA Ultimate. Affiliates of USA Ultimate must identify themselves as 'an Affiliate of USA Ultimate' on all publications, video, websites and any and all other means of communication and at all events. The Affiliate acknowledges that valuable good will is attached to the name in which the Affiliate has been granted rights hereunder, and the Affiliate agrees to use such name only in the manner and to the extent prescribed and permitted by USA Ultimate. The Affiliate agrees to not endorse any commercial product, service or enterprise or permit its name or the name or logo of USA Ultimate to be used in any marketing or promotional material of any third party.

5. COMPLIANCE WITH LAW

The Affiliate shall comply with any and all laws, rules and regulations that apply to the facilities

and activities of the Affiliate. Without limiting the generality of the foregoing, the Affiliate 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.

6. DISCLAIMER OF LIABILITY AND INDEMNIFICATION

The Affiliate shall be solely responsible for the conduct of its affairs, and shall conduct such affairs subject to the restrictions and limitations contained herein. The Affiliate is not authorized to bind or obligate USA Ultimate in any way, whether by contract, agreement or otherwise. The Affiliate shall pay all of its own expenses. The Affiliate agrees to indemnify and hold USA Ultimate 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 USA Ultimate based on any acts or omissions of the Affiliate or any of its officers, agents, employees, or members.

7. EVENTS OF DEFAULT AND REMEDIES

- a. Events of Default. The failure of an Affiliate to perform any obligation of the Affiliate pursuant to this Agreement or otherwise breaches any other provision of this Agreement and such failure or breach continues for a period of fifteen (15) days after the delivery of written notice thereof by USA Ultimate to the Affiliate, except as otherwise provided in Paragraph 7b below, with respect to which no written notice and opportunity to cure shall be required; or if the Affiliate takes any action or omits to take any action that constitutes a Termination Event described in Paragraph 1 above, as determined by USA Ultimate in its sole discretion, which shall constitute an immediate Event of Default without any written notice or opportunity to cure.
- b. <u>Remedies</u>. Upon the occurrence of any Event of Default as described in Paragraph 7a above, USA Ultimate shall be entitled to terminate this Agreement by delivering written notice of termination to the Affiliate in addition to any and all other rights and remedies that USA Ultimate may have as a result of the occurrence of any such Event of Default.
- c. <u>Actions Upon Termination</u>: Upon termination of this Agreement, the Affiliate will not be eligible to receive any outstanding or remaining affiliate benefits, and the Affiliate shall comply with all of the following:
 - i. The Affiliate shall not make use or avail itself of any lists of the members of USA Ultimate or disclose or reveal any such information or any portion thereof to others:
 - ii. The Affiliate shall discontinue the use of the name and logo of USA Ultimate or the use of any and all signs, printed material, audiovisual or any other material bearing said name or any reference thereto;
 - iii. The Affiliate shall promptly inform its members that it no longer constitutes an affiliate of USA Ultimate;
 - iv. The Affiliate 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 Affiliate is in any way connected or affiliated with USA Ultimate or any longer has any right to the use of the name and trademarks of USA Ultimate; and
 - v. The Affiliate shall turn over to USA Ultimate all funds in their possession related to USA Ultimate membership or otherwise belonging to USA Ultimate.
 - vi. The Affiliate shall forfeit any future payments or benefits associated with affiliation.

8. TERM

This Agreement and the rights granted hereunder, unless sooner terminated in accordance with the provisions of Paragraphs 1 or 7, shall be and remain in full force and effect until canceled by either party. Either party may cancel the agreement at any time by providing written notice to the other. Should the agreement be canceled, the Affiliate will not be eligible to receive any outstanding or remaining affiliate benefits.

9. MISCELLANEOUS

- a. <u>No Partnership</u>. 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.
- b. <u>Mutual Cooperation</u>. The parties agree to cooperate in every way appropriate in order to carry out the provisions of this Agreement.
- c. <u>No Oral Modification</u>. 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.
- d. <u>Notices</u>. Any notice or other communication required or permitted hereunder shall be sufficiently given or served if in writing and delivered via email or mailed to the other party at its address set forth on the signature page(s).
- e. <u>Schedules and Appendices</u>. The Schedules and Appendices to this Agreement are incorporated by reference in this Agreement and shall be part of this Agreement for all purposes.
- f. <u>Replacement of Prior Agreement</u>. This Agreement replaces and supersedes in its entirety any prior Affiliate Agreement between USA Ultimate and the Affiliate.

Affiliate Signature

have read this agreement and fully understand agree its terms.				
Date:	Affiliate President First & Last Name:			

Schedule A - Insurance Program

USA Ultimate affiliates' sanctioned events and their participants will have access, through membership, registration and rostering, to the comprehensive insurance coverage of USA Ultimate. This program includes general liability and participant accident medical insurance for all organizers and participants of sanctioned affiliate events.

Official affiliates are required to obtain directors and officers (D&O) insurance covering the affiliate's board of directors while they serve in affiliate roles. Official affiliates are eligible to purchase the directors and officers insurance available through USA Ultimate. This insurance does not cover board members operating outside of affiliate events or positions. Organizations that have been or commit to being affiliates for a minimum of two years are eligible to have their directors and officers insurance paid by USA Ultimate for the term of their affiliation.

Affiliates of USA Ultimate may use this the general liability and participant accident coverage for all registered events that meet USA Ultimate health and safety guidelines and policies. Events can include leagues, tournaments, clinics, activities, camps and meetings pertaining to ultimate and the organization. All registered participants who are members of USA Ultimate will be covered.

Certificates for proof of insurance may be obtained by completing the event sanctioning application.

Schedule B – Conditions for New Organization to Become an Affiliate

Affiliate Status

Subject to the terms and requirements of this Agreement and at the discretion of USA Ultimate, approved affiliates may either be in 'provisional' status or 'official' status. 'Provisional' status will be in place for at least thirty days and no longer than one year from the start of 'provisional' status.

Provisional Affiliate

New organizations approved as a 'provisional' status affiliate abide by the terms and conditions within this agreement and strive to complete any outstanding requirements within a year. Provisional affiliates must maintain an affiliate relationship for a minimum of 1 year once approved for 'official' status. A new organization may be approved as an affiliate with a 'provisional' status for the following reasons:

- A. New organization and / or no prior relationship with USA Ultimate.
- B. Organization has yet to complete or submit one or more of the requirements outlined below.
- C. At the sole discretion of USA Ultimate.

Official Affiliate

An 'Official' Affiliate will be established after its provisional status and the completion of the following requirements.

Requirements for Becoming an Official Affiliate

- Complete Affiliate Application.
- Read and sign the latest version of the USA Ultimate Affiliate Agreement.
- Incorporation with the state reviewed and approved by USA Ultimate.
- EIN applied for, received and provided to USA Ultimate.
- Certificate of Directors and Officers Coverage provided or applied for through USA Ultimate.

Schedule C – Affiliate Membership and Rebate Schedule

Affiliate Member Level Description

The highly reduced-price Affiliate Membership is only available to participants in USA Ultimate affiliate-owned events. Affiliate members are eligible to participate in all of the affiliate's owned, sanctioned and registered events for that calendar year. Affiliate memberships expire on 12/31 of the corresponding calendar year. Note that full USA Ultimate membership is required for many USA Ultimate-owned events, most commonly including state, regional and national championships and direct qualifying events. USA Ultimate owns a number of events which may be administered directly by USA Ultimate, USAU affiliates or non-affiliates. Many USA Ultimate events require full USA Ultimate membership even when organized by a USA Ultimate Affiliate. These events may include but are not limited to:

- Regional Youth or High School Championships
- Youth Club Championships
- College Sectional, Regional and Championship events
- Club Sectional, Regional and Championship events
- Triple Crown Tour events
- Masters and Grandmasters series or Championship
- Qualifying USA Ultimate sanctioned events

Affiliate memberships are sufficient for High School State Championship events hosted by affiliate organizations. Full youth memberships will be required for out-of-state and regional play, as well as the Youth Club Championships. Affiliate memberships are also sufficient for educational programs such as coaching and observer workshops, conventions, etc.

Affiliate Membership Eligibility

Only Affiliate partners with an "Official" status (by 12/31 of the participating year) are eligible to receive the Affiliate Membership Rebate. To be eligible for the rebate, all membership payments received by the organization must be submitted promptly to USA Ultimate and according to the event registration requirements. Determination of eligible members will be tallied no later than March 1, for the previous year. Membership payments that are received late may not be counted towards the rebate.

Rebate

Rebates will be determined by unique participation in sanctioned events run by the partner organization. USA Ultimate-owned events run by the partner organization, excluding series events (conferences, sectionals and regionals), will be included in the organization's rebate-qualifying events.

- Tier 1 organizations are eligible to receive 7% of the total membership revenue of the unique participants in their events during the calendar year.
- Tier 2 organizations are eligible to receive 4% of the total membership revenue of the unique participants in their events during the calendar year.
- Tier 3 organizations are eligible to receive 2% of the total membership revenue of the unique participants in their events during the calendar year.

Youth Growth Bonuses:

In order to incentivize youth programming and growth, partner organizations in Tiers 1 and 2 will be eligible for annual youth growth bonuses:

- Tier 1 and 2 organizations whose unique youth participation growth exceeds 10% year over year will receive an additional 1% of total membership revenue from their organization's participants.
- Tier 1 and 2 organizations whose unique youth participation growth exceeds 15% year over year will receive an additional 2% of total membership revenue from their organization's participants.

Example: A Tier 1 organization that increased its unique youth participation by 17% year over year will receive 9% of the total membership revenue from their participants for that calendar year (their baseline 7% + 2% growth bonus).

USA Ultimate-owned events that are awarded to local disc organizations through an annual bid process will not be considered when calculating youth growth bonuses, even if they are eligible for membership rebates.

Such payments will be made annually. Affiliates in good standing and with an 'Official' status at the end of the calendar year, as more particularly described on Schedules B and C, which are attached hereto and made a part hereof, shall be entitled to receive Affiliate Membership Payments.

Penalties for Unmet Requirements

Upon joining the affiliate program, organizations agree to complete the annual requirements that accompany their partnership tier. If those requirements are not met, membership rebate funds will be withheld. Each unmet requirement will incur a 5% penalty of the total eligible annual membership rebate.

* New affiliate organizations who join in the second half of the year are exempt from meeting all requirements in their first year. Any events required to be sanctioned, based on the affiliate tier, that begin after the organization's joining date must be sanctioned.

Payment Schedule

Affiliate membership rebates will be issued no later than June 1st of the following year and more typically will be issued around March 1 of the following year. A check for the amount of the rebate will be issued to the affiliate organization.

Allowable Costs

All grants, funds and rebates issued by USA Ultimate to an affiliate must be used according to the rules of the program and/or to support the affiliate priorities or suggested guides outlined in Appendix C. Any alternative use of funds must be pre-approved by USA Ultimate.

Appendix B: Official Affiliate Obligations

An Official Affiliate will be established after its provisional status and the completion of the requirements outlined in Schedule B. To maintain an 'Official' status, affiliates must complete the following:

- Serve as a true partner and supporter of USA Ultimate by:
 - promoting USA Ultimate resources and programs to local participants,
 - directing questions to the appropriate staff,
 - communicating the importance of USA Ultimate membership to local constituents, and
 - being willing to speak to non-affiliates about the importance and value of the affiliation program.
- Identify a person to serve as a Local Outreach Representative to support outreach in the community, and be the local point of contact for potential players and liaison for USA Ultimate.
- Host a minimum of two youth-specific events per year to promote the sport of ultimate OR provide a donation (cash or value-in-kind) to support local, youth-specific programming. Event/program options include tournaments, leagues, clinics, camps, etc.
- Offer at least one <u>USA Ultimate outreach program</u> (annually) built at headquarters to constituents in your area.
- Host at least one woman- or girl-matching-specific program annually.
- Integrate and/or consider Sportsmanship, Participation, Community and Diversity into all applicable affiliate programs and services.
- Strive to be the primary support system for all leagues and teams in your area.
- Register and sanction each of the events required by your associated tier, and roster all participants with USA Ultimate.
- Organize and operate all sanctioned events in accordance with USA Ultimate sanctioned event requirements. Events and/or participants that are not registered with USA Ultimate are not covered by the USA Ultimate insurance. Ensure that all organizers have read and understand the requirements. These requirements are outlined below. Find the complete description online.
 - Health and Safety Requirements
 - Competition Requirements
 - Provisions and Amenities
 - Registration Rules (ensuring players are rostered members with valid waivers, etc.)
 - Many USA Ultimate-owned events require that participants be full members of USA Ultimate. Affiliate-level members are not eligible to participate in many USAU-owned events – including the college, club and masters championship series, Triple Crown Tour events, and inter-state youth events – or other USA Ultimate sanctioned events not hosted by the affiliate.
 - Tier 1 organizations are required to submit a bid to host at least one USA Ultimate-owned event annually.
 - Tier 1 organizations are required to annually grow youth participation year over year; Tier 2 organizations are required to increase annual, overall participation year over year.
 - Work to establish and maintain the affiliate's own webpage, which shall be linked to the headquarters website.
 - Use the Affiliate Priorities to guide organizational and programmatic decisions (Operations Manual, Appendix C).
 - Adhere to the Best Practices and safety requirements outlined in the Operation Manual, Appendix D.
 - Send a representative to the annual USA Ultimate Organizers Convention.

- Maintain directors and officers insurance.
- Understand and support the purpose and responsibilities of USA Ultimate and remain fully compliant. Operate programs, services and events in accordance with USA Ultimate's policies and mission and event requirements. Refer to and abide by the Affiliate Operations Manual for guidance.

2025-2026 Affiliate Requirements

Requirements	Tier	Tier	Tier
	1	2	3
Sanction all events	√		
Sanction all youth events	√	✓	
Attend annual Organizer Convention	✓	✓	✓
Host 2+ youth-specific programs, including one youth club program, annually OR	√	√	√
donation (or VIK) to support local, youth-specific programming			
Host 1+ outreach program annually	✓	✓	✓
Host or bid to host 1+ USA Ultimate event annually	✓		
Grow unique participation in local organization programs annually	√	✓	
Grow unique youth participation in local organization programs annually	✓		
Host 1+ woman/girl-matching-specific program annually	✓	✓	✓
Maintain current D&O insurance year to year	✓	✓	√

Appendix C: Affiliate Priorities

Affiliates should be engaged in the following priorities with support from USA Ultimate.

<u>Programs and Services</u>: Provide local constituents with quality programs, services and training including its own services and events as well as those built at headquarters. Examples include:

- Increase number of certified coaches and certified observers.
- Consistently provide information and education regarding USA Ultimate to broader community.
- Ongoing development and delivery of programs and services that support USA Ultimate's mission and focus on local constituents, including underserved communities.
- Recognize the achievements of constituents.
- Provide support for USA Ultimate events when hosted in their local area.
- Extend support to area teams.
- Consistently apply for programs, services and other available resources to support local constituent organizations, including underserved communities.
- Demonstrate efforts to grow the number of USA Ultimate members in the community.

<u>Volunteers</u>: Organizing successful programs is dependent on recruiting and maintaining quality volunteers. Examples include:

- Actively work to recruit new and diverse volunteers and train existing volunteers; develop strategies for volunteer retention.
- Identify and recommend leaders for national volunteer opportunities.

 Keep volunteer and board positions open to the community and engage local constituents to participate.

<u>Communications</u>: Commitment to actively communicate with all constituents, including members, players, coaches and families in the community. Examples include:

- Promote and inform constituents about USA Ultimate, local opportunities and the sport of
 ultimate through maintaining ongoing communications with participants, coaches, members
 and officials.
- Work to engage parents through regular communications about opportunities for getting involved.
- Communicate consistently with USAU regarding affiliate partnership requirements and reporting.
- Communicate with teams and groups in the affiliate's area to offer support and build relationships.

<u>Organizational Development</u>: Key areas for organizational strengthening include volunteer development, organizational leadership and governance, leadership succession, fundraising and community collaboration and engagement. Examples include:

- Operate according to USAU event safety requirements, best practices and Affiliate Agreement.
- Operate with an active, engaged and diverse board of directors that provides good governance and leadership for the organization.
- Provide for the regular rotation of board members and officers.
- Promote financial practices which safeguard the transparency and stability of the organization.
- Develop and maintain ample funding to support current and future programs.
- Maintain and update organization website.
- Values of transparency, collaboration, engagement, growth and accountability evident in all operations.

Appendix D: Best Practices

In order to provide the best sports programs available and a safe environment for participants to build character, learn sportsmanship and have fun playing the game, organizations should abide by the following best practices.

- 1. Rules: Adhere to all USAU rules and guidelines and have them publicly available and communicated.
- 2. <u>Safety</u>: Have written policies and plans for safety which meet or exceed the USA Ultimate Event Requirements and which are publicly available and regularly communicated.
- 3. <u>Certified Coaches</u>: Ensure all coaches are USA Ultimate Certified Coaches.
- 4. <u>Certified Officials</u>: Ensure all observers are certified through the USA Ultimate Observer Program.
- 5. League Administration: Have current, written policies for league governance publicly available.
- 6. Conduct Policy: Have a policy that governs how the organization addresses conduct issues amongst its members, including a plan for continued misconduct and escalation of the situation. All members are also subject to the USA Ultimate conduct policy.
- 7. Membership: All players, coaches, officials and administrators are USA Ultimate members.

Appendix E: USA Ultimate Programs & Services

This section lists an ever-growing number of programs, services, and benefits USA Ultimate creates for affiliates to bring to their members. One of the main functions of an affiliate is to make sure USA Ultimate programs are available to their members.

By far, the biggest benefit of affiliation is the unification of ultimate organizations throughout the U.S. Working together towards common goals, USA Ultimate and affiliates will create a link between organizers and help take the sport to the next level. We will share resources, learn from each other and help our organizations to grow and thrive. Organizers across the U.S. will unite to continue leading the world with our growth and development of the sport. Through this program, affiliates will receive*:

- **Direct staff support from the national office**. With a number full-time staff including several dedicated to the affiliate program, we are here to help you achieve your organizational goals.
- Recognition as a USA Ultimate partner. When people see the USA Ultimate logo, they know
 they will be participating in an event or program with the highest commitment to safety, fun
 and professionalism.
- **Rebate dollars** from national headquarters for USA Ultimate members who participate in your events, including the possibility of growth bonuses for youth participation increases. Use these funds to develop your local programs! Growth in membership = greater rebate dollars!
- Access to a highly reduced USA Ultimate membership of \$20 (as of 2025) for participants in affiliate events.
- Comprehensive insurance coverage! Affiliates receive general liability and participant accident insurance coverage for the organization's registered coaches, staff, players and volunteers while participating in the affiliate's ultimate programs and activities. The affiliate's board of directors also receives directors and officers coverage. Coverage is provided from an A-rated carrier and all renewal details are managed by USA Ultimate.
- **Priority access to grant funding** to help build programs, foster community partnerships, and increase underrepresented participation in the sport.
- USA Ultimate staff-led programs and program trainer development.
- Complimentary registration for the annual Organizer Convention, the most comprehensive professional development and networking event in the world for ultimate's coaches, officials and administrators.
- Free or reduced-price certifications and continuing education programs for tournament directors and coaches.
- **Preference in hosting USA Ultimate-owned events** providing an opportunity to highlight the sport and programs within your community, bring in national-level competitors and share in profits.
- Access to our online registration system. Enjoy a streamlined registration process allowing participants to make a single transaction for both USAU and affiliate fees. Includes features such as event and team profile pages, scheduling, score reporting, stat tracking and more.
- Professional services support through grants and access to state non-profit associations.
- Access to send targeted email communications to USAU members regarding local programs.
- Survey results from participants at your events.
- USA Ultimate is also recognized by the U.S. Olympic and Paralympic Committee come be part of the family!

^{*}Some benefits outlined above are restricted to Tier 1 or Tier 2 affiliates.

2025-2026 Affiliate Requirements

Benefits	Tier	Tier	Tier
	1	2	3
Heavily discounted affiliate memberships for local sanctioned events	✓	√	✓
Participation-based rebates from sanctioned events	✓	√	√
Qualification for youth growth rebate	√	√	
Free event insurance: general liability and athlete accident insurance for sanctioned events	✓	√	✓
Annual D&O insurance premium covered by USA Ultimate	✓	✓	
Free Organizer Convention registration for up to 2 representatives	✓	√	
Reduced annual license fee for use of USA Ultimate league management system	✓	✓	✓
Discounted fees for staff and board for continuing education programs (coaching education, etc.)	✓		
Free TDCP certifications for sanctioned event managers	✓	√	
Event bid priority for USA Ultimate-owned events	√	√	√
Access to quarterly meetings with USA Ultimate membership, competition and youth staff	✓		
Free membership to relevant state non-profit association	√		
Annual \$500 grant for use of professional services (accountant, lawyer, etc.)	✓	✓	
Priority access to Grassroots Grants, with higher possible dollar maximums	✓	\	
Bonuses for outreach programs run with partner youth-serving organizations	✓	✓	√

Appendix F: USA Ultimate Membership Categories and Benefits

Membership in USA Ultimate offers a number of valuable benefits. Based on the calendar year, all memberships expire on 12/31, regardless of when payment was made. All memberships are non-refundable. Affiliates should be well versed in the benefits and communicate them to current and potential members.

Current Membership Categories are the following:

Affiliate	Eligible to play in their local affiliate's events and High School State Championships run by an affiliate organization. Affiliate members may upgrade to a full USA Ultimate membership at any time. * Receive majority of benefits through their local organization
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Youth Player College / Adult Player Lifetime	Eligible to play in all affiliate, sanctioned and championship events.
Non-Player	Non-player level. Eligible to coach and be covered by USAU insurance in all affiliate, sanctioned and championship events. Also designed for organizers, supporters, fans and enthusiasts who want to support the advancement of the sport at the national level. Operate events sanctioned by USAU and attend all non-competition events (conferences, educational clinics, etc.). Vote for board members and/or run for a position!

- <u>Insurance Coverage</u>: Each registered member receives general liability and participant accident insurance coverage at all USA Ultimate affiliated events.
- Affiliate Rebate: Each participating member has a portion of their dues rebated to the local affiliates in whose events they participated, to assist in the regional development of the sport.
- Membership Card: Each member can print out a membership card from their member account.
- Discounts & Savings: Members receive discounts from many of USAU's official partners.
- Programs and Services: Access to all USA Ultimate programs and information services. Too many to mention here!
- **E-mail Newsletters**: Regular communications with many details on the activities of USA Ultimate and the ultimate world.
- Make a Difference: Only members can vote in USA Ultimate elections, seek election to the USA Ultimate Board of Directors or volunteer for coordinator and committee roles.
- **Participation**: In tournaments, leagues, clinics, workshops and other events appropriate for their membership level.

Appendix G: Appropriate Use of Banners, Logos, and Marks

USA Ultimate Logo Usage Guidelines

The USA Ultimate logo is a registered trademark of USA Ultimate, the national governing body of ultimate. Careless misuse can result in the loss of the trademark. The following guidelines have been provided to assist in ensuring trademark protection and consistent application. All rights to the logo are reserved by USA Ultimate. Accordingly, the logo cannot be reproduced in any form, or by any means, without the permission and written approval of USA Ultimate. Appropriate utilization of the logo is sanctioned for Official USA Ultimate Affiliates. Any other use is prohibited without the permission and written approval of USA Ultimate.

Colors

USA Ultimate utilizes the following colors for its logos:

Blue	Pantone 201	C: 0 M: 100 Y: 63 K: 29	R: 179 G: 8 B: 56
Red	Pantone 289	C: 100 M: 64 Y: 0 K: 60	R: 0 G: 31 B: 92
Silver	Pantone 428	C: 2 M: 0 Y: 0 K: 18	R: 35 G: 31 B: 32

Logos: Primary Mark



- The USA Ultimate logos may be reproduced only from art supplied exclusively by USA Ultimate. The logo may not be redrawn, reproportioned, distorted or altered in any way.
- It is important to display the logo with adequate surrounding space. Maintain a clear space around the logo at least one half of the height of the text portion of the logo.
- The USA Ultimate primary mark in full color on a white background is the preferred mark for most USA Ultimate applications.
- When placed on a dark background, the entire mark is reversed out in white. Single-color primary marks are available for use from USA Ultimate when full color is not a possibility. Black is the preferred color in these instances.

Affiliate Logos

• A sample of the USA Ultimate affiliate logo is shown below. Whenever possible, this logo should be used in full color.



Incorrect Usage

- DO NOT position the logo over graphic elements that interfere with its impact and legibility.
- DO NOT use the logo to create repetitive patterns.
- DO NOT animate any parts of the logo for the web.
- DO NOT screen or apply textures to the logo.
- DO NOT separate "USA Ultimate" from the symbol.
- DO NOT distort or create other visual interpretations of the logo.
- DO NOT outline the logo.
- DO NOT modify the proportions of the logo.

Control Procedures

Usage authorization and questions not addressed in this document should be directed to: Andy Lee, Managing Director - Marketing Communications and Brand, Andy@hq.usaultimate.org, Ph: 800-872-4384