



# USA ULTIMATE AFFILIATE OPERATIONS MANUAL

USA Ultimate - [www.usultimate.org](http://www.usultimate.org)

5825 Delmonico Drive, Suite 370, Colorado Springs, CO 80919

## Table of Contents

Section 1: Introduction .....	3
What is the mission and vision of USA Ultimate? .....	3
Section 2: USA Ultimate Organizational Structure.....	3
USA Ultimate Contact Information .....	4
USA Ultimate Events .....	4
Section 3: Affiliate Purpose and Structure.....	4
Affiliate Definition.....	4
Affiliate Purpose .....	4
Board of Directors .....	5
Section 4: Affiliate Incorporation and EIN.....	5
Incorporation .....	5
Obtaining a Federal Employee Identification Number (EIN).....	6
Section 5: Affiliate Compliance Documentation.....	6
Section 6: Affiliate Administration Policy Regarding Teams/Leagues .....	6
Appendix A: USA Ultimate Affiliate Agreement .....	7
Schedule A – Insurance Program .....	11
Schedule B – Conditions for New Organization to Become an Affiliate .....	11
Schedule C – Affiliate Membership and Rebate Schedule .....	12
Appendix B: Official Affiliate Obligations .....	13
Appendix C: Affiliate Priorities .....	14
Appendix D: Best Practices .....	15
Appendix E: USA Ultimate Programs & Services .....	15
Appendix F: USA Ultimate Membership Categories and Benefits .....	16
Appendix G: Appropriate Use of Banners, Logos, and Marks .....	17

Revised 8/2015

## Section 1: Introduction

Ultimate was developed in 1968 by a group of students at Columbia H.S. in Maplewood, NJ. 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 Committee (USOC). The organization is responsible for the development of boys, girls, high school, collegiate and club ultimate programs 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.

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 rapid growth of the sport, ultimate relies on the support of every individual who benefits from the sport. USA Ultimate membership benefits its members as well as 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 who helps steer the work of the national headquarters office and receive guidance from several committees. On the local level, USA Ultimate relies on an extensive volunteer network to administer and oversee development and competitions around the country.

### What is 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:** That ultimate is widely known, played and respected in the United States as a sport that inspires athletic excellence and integrity among participants and fans.

## 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 is the responsibility of the staff which is led by a CEO who reports to the Board.

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
- Equity, Diversity & Inclusion

## USA Ultimate Contact Information

To contact headquarters staff or committee members, visit our [contact page](#). For questions about the [Affiliate Program](#), visit our website, email [affiliate@usultimate.org](mailto:affiliate@usultimate.org) or call 800-872-4384.

## USA Ultimate Events

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

- High School State Championships
- Youth Club Championships
- College Regular Season, Conference, Regional and Championship events
- Club Regular Season, Sectional, Regional and Championship events
- Beach Regional and National Championship events
- Triple Crown Tour events
- Masters and Grandmasters Regional and Nationals Championships
- Educational programs such as coaching and observer certification workshops, etc.
- Qualifying USA Ultimate sanctioned regular season events

## Section 3: Affiliate Purpose and Structure

### Affiliate Definition

Affiliates are local ultimate organizations around the nation that USA Ultimate has partnered with, bringing 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 affiliate 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 support USA Ultimate's mission, values and vision.

### Affiliate 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!
- To model our organizational structure after other successful sport governing bodies and align ourselves with the U.S. Olympic Committee goals.

## Board of Directors

Sound leadership is the base for a successful affiliate. Affiliate leaders work closely with USA Ultimate, other local ultimate organizations/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 strong about supporting our affiliates' needs and will do all that we can to communicate to members in order to cultivate additional leadership for elections. USA Ultimate also maintains that an affiliate should have a productive, vibrant board with everyone pulling their weight to get things done.

Executive Committee (These positions are mandatory at all times)

President  
Vice President  
Secretary  
Treasurer

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

Coaching Education Coordinator  
Observers Representative  
Events Coordinator  
Equity & Diversity Representative  
Communications & Website Manager  
SOTG/Sportsmanship Coordinator  
Youth League Director or Representative  
Middle School League Representatives

High School League Representatives  
Marketing & Membership Representative  
Special Awards Coordinator  
Affiliate Grants Coordinator  
Sponsorship/Fundraising Coordinator  
Legal Counsel / IRS Specialist  
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 [IRS website](#) 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.

## 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](http://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 affiliated 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 immediately 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 31st Fiscal year end. In order to have consistency, it is recommended, but not required that affiliates adopt a December 31st year end for their corporation.

## Section 5: Affiliate Compliance Documentation

Every year USA Ultimate must receive documentation from each affiliate as required in the Affiliate Agreement. Reminder emails for the different components are sent by headquarters. 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 will be requested from each affiliate on an annual basis:

### 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.

### Annual Affiliate Board Report

Annual report identifying the current Board of Directors members, state of the affiliate and plans for the upcoming year.

### Affiliate Survey

A member of the board is required to complete the annual end of year affiliate survey to assist USA Ultimate with evaluating the program.

### 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 league or its personal disputes due to discrepancies in league administration.

## Appendix A: USA Ultimate Affiliate Agreement

AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between USA Ultimate and \_\_\_\_\_ (the 'Affiliate'), a corporation.

### 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. GRANT OF RIGHT

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.
- c) Highly reduced Affiliate-level membership (not applicable for 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) \*Exclusive eligibility to apply for financial grants.
- g) Promotional and marketing materials for use, display and distribution.
- h) [USA Ultimate staff-led programs](#) 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 developed and supported by a national company capable of accepting USA Ultimate and local affiliate payments within a single transaction, and more.
- k) Simple event registration. No deposits for sanctioning each event.
- l) Event-related benefits including merchandise discounts and follow-up event survey results.
- m) Complimentary registration for the annual Organizers Convention.

*\*Restrictions may apply for 'Provisional' Affiliates.*

### 3. AFFILIATE MEMBERSHIP 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 Affiliate member (the "Affiliate Membership 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 amount of the Affiliate Membership 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 Membership 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 Membership 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 Membership 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:
  - entertainment, meetings, socials, refreshments, meals, alcohol, or parties
  - travel costs including housing, car and fuel expenses
  - legal costs incurred during claims whether for or against the organization
  - any expenses, costs or payments, bonuses, stipends provided to board members for any reason
  - existing program expenditures
- c) Submission of Annual Affiliate Reports and Documentation. These include:
  - Annual Affiliate Board Report
  - End of Year Affiliate Survey
  - Annual Agreement Renewal
  - 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) Remedies. 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) Actions Upon Termination: 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) No Partnership. Nothing in this Agreement shall be construed to make any party hereto an agent or partner of, or joint venture with, the other; no party hereto shall become liable by or because of any representation, act, or omission of the other contrary to the provisions hereof.
- b) Mutual Cooperation. The parties agree to cooperate in every way appropriate in order to carry out the provisions of this Agreement.
- c) No Oral Modification. No modification, amendment, waiver, consent, or discharge in connection with this Agreement shall be binding upon either party hereto unless in writing and signed by the party sought to be charged with the same.
- d) Notices. 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) Schedules and Appendices. 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) Replacement of Prior Agreement. This Agreement replaces and supersedes in its entirety any prior Affiliate Agreement between USA Ultimate and the Affiliate.

#### **Affiliate Signature**

I have read this agreement and fully understand agree its terms.

Date: \_\_\_\_\_ Affiliate President First & Last Name: \_\_\_\_\_

## **Schedule A – Insurance Program**

USA Ultimate affiliate's 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 affiliate's board of directors while they serve in affiliate roles. Official affiliates are eligible to purchase the directors and officers insurance available for a reduced fee 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 three years are eligible to have their directors and officers insurance paid by USA Ultimate.

Affiliates of USA Ultimate may use this 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 areas 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 area may be approved as an affiliate with a 'provisional' status for the following reasons:

- A. New area and / or no prior relationship with USA Ultimate.
- B. Area 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**

- Read and sign the latest version of the USA Ultimate Affiliate Agreement.
- Signed Annual Affiliate Board Report.
- Incorporation with the state reviewed and approved by USA Ultimate.
- Certificate of Directors and Officers Coverage provided.

## 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 all 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. All 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:

- High School State Championships
- 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
- Educational programs such as coaching and observer workshops, etc.
- Qualifying USA Ultimate sanctioned events

### 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. Only current affiliate-level members participating in any affiliate owned and registered event or full USA Ultimate members participating in a registered affiliate league (tournaments and other event types excluded), as determined at the conclusion of the year by USA Ultimate, will count towards the rebate. Determination of eligible members will be tallied no later than January 31 for the previous year. Membership payments that are received late will not be counted towards the rebate. Members may only be counted towards the rebate for one organization, to be determined by USA Ultimate.

### Rebate

A fixed amount of the dues from each Affiliate member and each full USA Ultimate member that participates in an Affiliate event, as determined by rostered participation and as authorized by USA Ultimate, will be paid to the Affiliate, for its own proper uses and purposes (the “Affiliate Membership Rebate”). The amount of the Affiliate Membership Rebate, to be paid to the Affiliate will be determined by USA Ultimate. Such payments shall 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. Failure on behalf of the Affiliate to have all participants register with USA Ultimate shall immediately render the Affiliate ineligible to receive the Affiliate Membership Rebate and may constitute an immediate Event of Default (see paragraph 7).

### Payment Schedule

Affiliate Membership Rebates will be issued no later than June 1st of the following year and more typically will be issued around January 31 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 our resources and programs to local participants
  - directing questions to the appropriate staff
  - communicating the importance of USA Ultimate membership to local constituents
  - 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 events per year to promote the sport of ultimate. Event/program options include tournaments, leagues, clinics, camps. Must provide at least one youth program.
- Offer at least one [USA Ultimate outreach program](#) (annually) built at headquarters to constituents in your area and provide an eligible person to become a trained teacher/facilitator for the clinic/workshop.
- Integrate and/or consider Sportsmanship, Participation, Community and Diversity into all applicable affiliate programs and services.
- Promote, recognize, support and award Spirit of the Game according to the USAU rating system.
- Strive to be the primary support system for all leagues and teams in your area.
- Register and sanction each of your events and roster all participants with USA Ultimate.
- Organize and operate all events in accordance with the 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.)
  - USA Ultimate-owned events require that participants be full members of USA Ultimate. Affiliate-level members are not eligible to participate in USAU-owned events or other USA Ultimate sanctioned events not hosted by the affiliate.
- Work to establish and maintain the affiliate's own webpage, which shall be linked to the headquarters web site.
- 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.
- 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.

## Appendix C: Affiliate Priorities

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

Programs and Services: 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 target 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.

Volunteers: 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.
- Identify and recommend leaders for national volunteer opportunities.
- Keep volunteer and board positions open to the community and engage local constituents to participate.

Communications: Commitment to actively communication 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.

Organizational Development: 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 who 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 its 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. **Safety:** 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. **Certified Coaches:** Ensure all coaches are USA Ultimate Certified Coaches.
4. **Certified Officials:** Ensure all observers are certified through the USA Ultimate Observer Program.
5. **League Administration:** Have current, written policies for league governance publicly available.
6. **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:

### Benefits of Affiliation

In addition to being a proud member of our larger ultimate community, affiliates 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 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 - come be part of the family!
- **Access to a highly reduced USA Ultimate membership** of \$17 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.
- **Rebate dollars** from national headquarters for all affiliate-level memberships. Use these funds to develop your local programs! Growth in membership = greater rebate dollars!
- **Exclusive opportunity to apply for grant funding** to help build programs, develop or enhance existing events, foster community partnerships or for organizational development.
- **Complimentary and discounted marketing and promotional materials** for use at events and for distribution to city officials and school/program administrators. All affiliates receive a 2x6 USAU Affiliate branded banner, Administrator Program Packet, Spectator Guides and USAU stickers.
- **USA Ultimate staff-led programs and program trainer development.**
- **Complimentary registration for the annual US Open Championships and Convention**, ultimate's most comprehensive professional development and networking event in the world for ultimate's coaches, officials and administrators.
- **Preference in hosting USA Ultimate-run events** providing an opportunity to highlight the sport and programs within your community, bring in national-level competitors and share in profits.

- **Exclusive 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, stats tracking and more.
- **Access to send targeted communications** to USAU members regarding local programs.
- **Survey results** from participants at your events.
- **USA Ultimate Equipment Grants.** These kits include materials to support a start-up team or program. Priority is given to affiliate members.

## 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. Affiliate members may upgrade to a full USA Ultimate membership at any time. <i>* Receive majority of benefits through their local organization.</i>
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!

**Insurance Coverage:** Each registered member receives general liability and participant accident insurance coverage at all USA Ultimate affiliated events.

**Affiliate Rebate:** Each affiliate member has a portion of their dues rebated to their local affiliate to assist in the regional development of the sport.

**Membership Card:** Each member can print out a membership card from his/her member account.

**Membership Sticker:** Membership stickers can be requested each year for distribution to members. Encourage members to display their sticker prominently.

**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:** Weekly and periodic 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 Board of Directors or volunteer for coordinator and committee roles.



**Participation:** In tournaments, leagues, 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.usultimate.org](mailto:Andy@hq.usultimate.org), Ph: 800-872-4384