

**BY-LAWS of the  
UNITED STATES POLO ASSOCIATION**

*As unanimously adopted at a Special Meeting, December 28, 1954  
and subsequently amended.*

1. *Colors.* The United States Polo Association colors are white and dark blue.
2. *Circuits.* Border, Central, Eastern, Florida/Caribbean, The Great Plains, Hawaiian Islands, Mid-States, Northeastern, Pacific Coast, Pacific Northwest, Rocky Mountain, Southeastern, and Southwestern.
3. *Dues, Registration Fees and Fiscal Year.*
  - a. *Fiscal Year*
    - 1) The fiscal year of the Association shall be the calendar year.
    - 2) All Member Club Dues and Player Registration Fees are payable by January 1 of each calendar year.
    - 3) Players with registration fees unpaid or Players registered through a Member Club under suspension by the Association may not participate in any Association event, serve as Officers, Governors or Delegates of the Association, recommend handicaps, be entitled to a handicap, or otherwise participate in the affairs of the Association.
    - 4) Member Clubs with unpaid dues or under suspension by the Association may not participate in Association affairs including requesting and/or hosting Association events, registering players, recommending handicaps, voting in Association elections or attending Association meetings.
    - 5) Association invoices to Member Clubs are payable upon receipt. Any Member Club with an obligation to the Association older than 120 days will be considered temporarily suspended until the obligation is fulfilled.
  - b. *Member Club Dues*
    - 1) Active Member Club - Three Hundred Dollars (\$300.00) annual dues. Annual Dues are payable prior to January 1 of each year. Annual dues will be discounted to Two Hundred Dollars (\$200.00) if paid prior to January 1 of the upcoming year. **An Active Member Club shall be located within the United States and shall, upon election to annual membership in the Association, share all privileges and obligations of the membership.** The privileges include voting, hosting Association events, recommending handicaps, and registering players. The obligations of an Active Member Club shall include, at all times, an obligation to apply and enforce the Constitution and By-Laws of the Association. Failure of an Active Member Club to discharge its obligations may be grounds for suspension or termination of the privilege of Club membership by the Executive Committee of the Board of Governors, or the Chairman of the Association. During the term of any suspension of its membership, a Club shall have the rights and obligations of an Inactive Member Club.
    - 2) Inactive Member Clubs - Fifty Dollars (\$50.00) annual dues. An Inactive Member Club is a previously Active Member Club which has been designated as inactive by the Association, and which no longer meets the Constitutional

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requirements for Active Membership. Inactive Member Clubs shall be listed on the membership roster as long as their dues obligations are paid. Inactive Member Clubs may designate a non-voting Delegate, but may not recommend handicaps, register players, host Association events or enjoy privileges of the Association other than as herein specifically described.

3) **Affiliate Member Clubs - Two Hundred Dollars (\$200.00) annual dues.** Affiliate Member Clubs are foreign Clubs or Associations. Affiliate Member Clubs may select a non-voting Delegate to the Association who shall receive all communications and publications provided to Delegates of Active Member Clubs. An Affiliate Member Club may not register players, recommend handicaps, vote or enjoy privileges of the Association other than as herein specifically described.

4) **College, University or Preparatory School Club - One Hundred Dollars (\$100.00) annual dues.** A College, University or Preparatory School may select a non-voting Delegate who will receive all communications and publications of the Association. Colleges, Universities and Preparatory Schools may enter teams in Intercollegiate and Interscholastic competition but may not register players or recommend handicaps.

c. **Registration Fees.**

1) **Registered U.S. Citizen Player - Two Hundred Dollars (\$200.00) annual fee.** A U.S. Citizen Player shall be a U.S. Citizen registered through an Active Member Club **and** shall enjoy all individual benefits and obligations of the Association.

a) Registration fees are due January 1 of each year. Registration fees will be discounted to One Hundred Fifty Dollars (\$150.00) if received prior to January 1.

b) The fee for a Player not registered during the prior year is **Two Hundred Dollars (\$200.00)** at any time during the calendar year.

2) **Registered non-U.S. Citizen Player - Three Hundred Dollars (\$300.00) annual fee.**

a) **Registration fees are due January 1 of each year. Registration fees will be discounted to Two Hundred Fifty Dollars (\$250.00) if received prior to January 1.**

b) **The fee for non-U.S. Citizen Player not registered during the prior year is Three Hundred Dollars (\$300.00) at any time during the calendar year.**

c) **A Registered non-U.S. Citizen Player registered through an Active Member Club who is not a U.S. Citizen shall enjoy all the individual benefits and obligations of the Association with the following exceptions: A Registered non-U.S. Citizen Player shall not be eligible to be selected as a Club Delegate for an Active Member Club; shall not serve on the Board of Governors of the Association; shall not be eligible to vote for any member of the Board of Governors of the Association; and will not be eligible to be listed with an Active Member Club for purposes of determining the number of Active Members Club ballots for Circuit Governor election.**

3) **Registered Associate - One Hundred Dollars (\$100.00) annual fee.** A Registered Associate of the Association shall receive all communications and publications provided to Registered Players of the Association. Registered

Associates are not handicapped and are not eligible to participate in Association events.

4) Registered Student - Thirty-five Dollars (\$35.00) annual fee. A Student registered through a College, University or Preparatory School Club or through an Active Member Club may participate in club sponsored instructional programs and clinics. Registered Students are not handicapped, do not receive the publications of the Association and are not eligible to participate in Association events other than the Intercollegiate and Interscholastic tournaments.

5) Foreign Address - The annual fee for any Registered Individual or Member Club with a mailing address outside the United States or Canada may, from time to time, be increased by the Board of Governors of the Association.

6) Publications - A portion of the annual fee paid by each Registered Player and Registered Associate shall be allocated to the payment of a subscription to such publication as may, from time to time, be designated by the Board of Governors of the Association. **A registered student who elects to become a Registered Player through an active Member Club may not thereafter return to registered student status.**

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4. *Member Club Status*

a. At each regularly scheduled meeting of the Board of Governors, the Secretary shall present to the Board a list of any Active Member Clubs which, at that time, either (a) do not meet the Constitutional requirements or Active Membership, or (b) have failed to discharge their obligations to the Association. The Board of Governors may take such action, if any, as it deems appropriate with respect to each Club appearing on the list presented by the Secretary. Such action may include suspension of the Club's membership, termination of its membership, or designation of the Club as an Inactive Member Club. Any action taken by the Board of Governors shall be effective as of the date of the Board's decision unless otherwise stated.

b. When a suspended Club or an Inactive Member Club has corrected the deficiencies that resulted in its suspension or designation as Inactive, the Club may apply for reinstatement of its status as an Active Member Club. Applications for reinstatement shall be considered and acted upon by the Board of Governors at the next regularly scheduled Board of Governors meeting, or by the Executive Committee. Reinstatement to Active Member Club status, if granted, shall be effective as of the date of the decision by the Board of Governors or the Executive Committee.

c. When making any decision regarding a change in a Member Club's status, the Board of Governors and the Executive Committee shall consider, but shall not be bound by, the recommendations of the Circuit Governor representing the Circuit in which the Member Club is located.

5. *Broadcast Rights.* Each Member Club, Registered Player, Associate and/or Student grants, conveys, transfers and assigns to the Association all of its, his or her right, title and interest in and to all copyright and any other intellectual property rights in and to the broadcasting taping, filming, televising or other transmission or

recording of USPA events and related polo activities. Each Member Club, Registered Player, Associate and/or Student also grants to the Association the authority to use his/her or its name, picture, logo, art work, or other identification, for the publicity, advertising and promotional purposes of the Association in conjunction with the rights referred to in the preceding sentence.

6. *Handicaps.*
- a. Upon payment of the appropriate Registration Fee for the current year, each Registered Player, who is not under suspension by the Association or a foreign association which is a member of Federation of International Polo, will be entitled to an outdoor and/or arena handicap.
- 1) An individual registered with the Association during the prior year, who has had a handicap assigned for the current year, may activate that handicap by the payment of the current year's Registration Fee.
  - 2) An individual who does not have a handicap assigned for the current year must complete a written application requesting that a handicap be issued. Such handicap does not become effective until the office of the Association is so notified by the Chairman of the National Handicap Committee and the Registration Fee is paid.
  - 3) An application for a handicap, including handicap recommendations, must be signed by the Delegate of the Club through which the individual is registered, the Circuit Handicap Chairman, and the National Handicap Chairman.
  - 4) The National Handicap Committee will use the designation "NR" for any individual for whom the Committee feels it does not have adequate input.
  - 5) The National Handicap Committee may append a "T" to the handicap of any individual. Such a handicap is subject to review and change at any time until the "T" is removed. The review of a "T" handicap may be requested by any member of a Circuit Committee or of the National Committee.
  - 6) Registered Players will be handicapped on a descending scale of 10-1, A(0), B (-1), C (-2), N (Novice) or NR (No Rating). In calculating team handicaps the numeric equivalents of A, B and C will be used.
  - 7) Any Player not registered during the prior year will be issued a "T" handicap for the current year.
- b. The National Handicap Committee will consist of a Chairman, the Chairman of the Association, the Chairmen of each Circuit Handicap Committee, and eight members appointed by the National Committee Chairman, each for a one-year term. Committee members may be reappointed for an indefinite number of terms.
- 1) The National Handicap Committee Chairman will be appointed by the Chairman of the Association, with the approval of the Board of Governors, to serve for a one-year term. The same person may be reappointed for an indefinite number of one-year terms.
  - 2) The National Handicap Committee Chairman will be selected from the current members of the National Handicap Committee.
  - 3) There will be an Arena Handicap Sub-Committee consisting of a Chairman appointed by the National Handicap Committee Chairman and three additional members appointed by the Sub-Committee Chairman. All Arena Sub-Committee members will serve one-year terms and be eligible for reappointment.

- c. Each Circuit Handicap Committee will consist of a Chairman appointed by the National Handicap Committee Chairman with the advice and consent of the Circuit Governor and not more than four other members to be appointed by the Circuit Handicap Committee Chairman. The term of each Circuit Committee member will be one year. Members may be reappointed for an indefinite number of terms.
- 1) No Circuit Governor will simultaneously serve as Chairman of a Circuit Handicap Committee.
  - 2) The members of the Circuit Committee will be selected to represent the characteristics of the Circuit - arena polo, low goal, high goal, etc.
  - 3) Any member of a Circuit or the National Committee is expected to declare any potential conflict of interest before recommending a handicap for any Player.
- d. Except as set forth in subsection (e), all handicap decisions made by the National Handicap Committee will be final.
- 1) A list will be prepared and circulated regularly, to each Delegate and Circuit Governor setting forth all Association handicaps.
  - 2) In the event the recommendation of a Club Delegate and/or a Circuit Handicap Chairman is not accepted by the National Committee, the Delegate and/or the Circuit Chairman will be so notified prior to the time the final handicap is issued.
  - 3) All handicaps are effective for the calendar year for which they are issued unless: (i) changed by the National Handicap Committee or the Chairman of the Association; (ii) not issued or withdrawn at any time as the result of a suspension imposed by the Association or a foreign association which is a member of Federation of International Polo, or (iii) withdrawn at any time by the Board of Governors.
  - 4) The review of any handicap may be requested at any time by any: (i) Circuit Governor; (ii) member of a Circuit Handicap Committee, or (iii) member of the National Handicap Committee.
- e. Emergency handicaps may be assigned by the National Handicap Committee Chairman or by the Chairman of the Association. No Player who has not been given a handicap as above provided will be eligible to play in any match, game or tournament event at any Member Club.
7. *General Rules.* The general rules are as follows:
- a. The Outdoor Rules set forth herein as well as the Rules Interpretations shall govern all outdoor matches and tournaments.
  - b. The Arena Rules set forth herein shall govern all arena matches and tournaments.
  - c. The Tournament conditions shall govern all Association Events.
8. *Authority.* The Chairman of the Association, or in his absence in order of rank, the other Officers of the Association, with the majority consent of the Executive Committee, shall have authority to grant variations or deviations from the By-Laws or the General Rules in special situations deemed to be in the best interest of the Association.

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9. *Waiver of Notice.* Whenever, in accordance with the By-Laws of the Association, the Delegates or Governors of the Association are required to meet after call, notice, lapse of time or other prerequisite, a meeting may be held without call, notice, lapse of time or other prerequisite upon written waiver of notice signed by each person entitled to notice and stating the time and place of such meeting. The presence at any meeting of a person or persons entitled to notice thereof shall be deemed a waiver of such notice by such person or persons.

10. *Indemnification of Governors, Officers and Employees.* The Association shall indemnify and forever hold its present and former Officers, Governors and Employees free and harmless (i) from any and all liability to others on account of any contract or other commitment made by them, in good faith, on behalf of the Association, and (ii) for any mistake of judgment, negligent or otherwise, on behalf of the Association except for their own individual, willful misfeasance, malfeasance, misconduct, bad faith or to the extent such Officer, Governor or Employee received a personal benefit.

This indemnification and hold harmless includes, but is not limited to, the reasonable cost and expenses incurred by the Officer, Governor or Employee in connection with any claim, dispute, action, suit, arbitration or other proceeding; including without limitation, (i) attorney's fees, reasonably incurred by such Officer, Governor or Employee (provided, however, the Association must approve or consent to the attorney representing the Officer, Governor or Employee); (ii) any costs or expenses incurred resisting, resolving or settling any such claim or dispute prior to filing and even if not filed in any court; (iii) any settlement of any suit, action or proceeding, if approved by the Association, (iv) judgments, to which said Officer, Governor or Employee may be subjected or made a party by reason of being or having been an Officer, Governor or Employee of or at the direction of the Association; and (v) reasonable attorney's fees and costs incurred in any action to enforce the right of indemnification hereunder.

The right to indemnification and hold harmless provided herein shall not be exclusive of any other right to which any Officer, Governor or Employee, or former Officer, Governor or Employee, may be entitled.

The Association shall (i) maintain adequate general liability and Officers, Governors and Employees' liability insurance to fund all of the indemnity obligation set forth above if such coverage is reasonably available; and (ii) pay the attorney's fees and expenses of litigation directly to the attorney or provider thereof, subject to the right of the Association to approve the attorney and the reasonableness of the charges, such that the Officer, Governor or Employee does not have to advance payment before being indemnified.

11. *Disciplinary Procedure.*  
 a. *Conduct Violations.* Any Registered Player will be deemed to have committed a Conduct Violation if he or she either violates the Rules or By-Laws of the Association, or fails to obey a penalty imposed under the Rules or By-Laws by a Member Club or the Association.

## b. Charges.

1) A complaint may be made by any Registered Player who is also a spectator or participant in an event, an Official of the event, or an Officer or Governor of the Association, for any alleged violation of the Association Rules or By-Laws.

a) All Complaints must be: (i) in writing; **describing the alleged violation of the Association Rules or By-Laws**; (ii) **received** within seventy-two (72) hours of the alleged violation; (iii) signed by the complaining party; (iv) addressed, at the option of the complaining party, either to: (a) the Chairman of the Association, or (b) to the Delegate of the Member Club at which the alleged violation occurred; and (v) delivered by the complaining party either to: (a) the Association or (b) the Member Club with a copy to the Association.

b) Copies of all complaints made to a Member Club will be delivered to the person against whom the complaint has been filed and **delivered** to the Association by the Member Club within seventy-two (72) hours of receipt by the Member Club. Copies of all complaints made to the Association will be **forwarded** to the person against whom the complaint has been filed and to the Member Club within seventy-two (72) hours of receipt by the Association.

c) The Association will keep a record of all disciplinary complaints available for inspection by Registered Players.

d) The Association will not prosecute alleged conduct violations in the absence of a compliant which complies in every respect with the provisions of 11.b.1)a).

2) In the event that more than one complaint is filed, based on a single alleged conduct violation, such as where complaints based on a single alleged conduct violation are made to the Association as well as to a Member Club, the complaint shall be deemed to have been filed exclusively with the Association. A complaint made to the Association may be referred, by the Chairman, to an Association Hearing Committee, or to a Hearing Officer, or to the Club Delegate of the Member Club at which the alleged violation took place.

a) If the Member Club at which the alleged violation took place elects not to issue charges based upon the complaint, then a copy of the complaint must be delivered to the Association by the Member Club within seventy-two (72) hours following the Member Club's notification to the complaining party of its decision not to issue charges. A copy of the Member Club's notice to the complaining party must also be delivered to the Association. A complaint so delivered shall be deemed filed with the Association for such further action as the Association deems appropriate, including, but not limited to, the issuance of charges by the Association.

b) If the Association or Member Club elects not to issue charges based upon a complaint, the complaining party will be notified of such election within seventy-two (72) hours following the decision not to issue charges. The Association or Member Club must decide whether to issue charges within fifteen (15) calendar days following receipt of a complaint.

## c. Notice.

1) Any person against whom a charge is issued is entitled to notice of a hearing of the alleged conduct violation. A charged party is entitled to a hearing but may

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fail to appear at a properly noticed and scheduled hearing, in which case the hearing will be held in absentia. The Member Club or Association may hold an expedited hearing within seventy-two (72) hours of issuance of the charge, provided that the charged party is given written notice twenty-four (24) hours prior to the scheduled expedited hearing. The Notice of Hearing must: (a) contain a brief statement of the facts constituting the alleged conduct violation; (b) identify the specific Association Rules or By-Laws allegedly violated; (c) specify the time and place at which the hearing is to be held; and (d) include a list identifying: (i) the evidence to be introduced at the hearing, (ii) the names of the witnesses and (iii) the substance of their testimony. This notice of Hearing requirement may be waived in writing by the charged party.

2) In the absence of an expedited hearing, written notice to the charged party must be given within seven (7) calendar days from the date that the decision is made to issue charges by the Member Club or the Association. This notice may either specify a time and place for a hearing, or state that the hearing date will be determined at a later time. In either event, written notice of the date, time and place of the hearing must be provided at least ten (10) calendar days prior to the hearing. Such notice must: (a) contain a brief statement of facts constituting the alleged conduct violation; (b) identify the specific Association Rules or By-Laws allegedly violated; and (c) specify the address to which any applications for continuance are to be sent.

3) Any written notification required hereunder will be delivered in person or via registered or certified mail, return receipt requested, to the address of the charged party as shown on the Member Club's or Association's records. Prior to any scheduled hearing, the charged party may submit to the Hearing Committee or Hearing Officer a written response to the charges, and include written and signed statements of others having knowledge of the facts.

d. Hearing of Charges.

1) All disciplinary proceedings, including, but not limited to, hearings of charges of alleged Conduct Violations, will be conducted in the English language, and in the presence of the charged party, unless the charged party fails to appear, in which case the proceedings may be held in absentia. Hearings shall be heard by a Hearing Committee or Hearing Officer, either of whom may be appointed by the Member Club or Chairman of the Association. If a Hearing Officer is appointed, such an Officer will collect all testimony proffered, report all findings of facts and make a non-binding penalty recommendation to the appointing body.

2) The non-binding penalty recommendations of the Hearing Officer may be accepted, modified or rejected by the appointing body. The appointing body shall have the power and authority to impose any of the penalties described elsewhere in these By-Laws.

3) A final order setting forth the findings of facts and conclusions on which it is based, as well as the penalty, if any, to be imposed on the charged party, will be entered by the Member Club or the Association within fifteen (15) calendar days following the conclusion of the hearing. Upon the conclusion of any conduct violation hearing proceeding and the entry of a final order by a Member Club, copies of all findings, conclusions, recommendations and final orders will be

delivered to the office of the Association by the Member Club.

4) At any hearing conducted pursuant to this section, the charged party will have an opportunity to present evidence, defend against the charges and cross-examine witnesses.

e. Hearing Committees.

1) Association Hearing Committee. A Hearing Committee appointed by the Association Chairman to hold hearings on charges of alleged Conduct Violations will have the authority and power to impose any penalties provided in these By-Laws, and to remove from any USPA office, any Registered Player who is found to have committed a Conduct Violation.

2) Member Club Hearing Committee. A Hearing Committee, appointed by a Member Club to hold hearings on charges of alleged Conduct Violations will have the authority and power to impose any penalties provided in these By-Laws, and to suspend or expel from membership in the Member Club, with a referral to the Association for consideration of further action, any Registered Player who is found to have committed a Conduct Violation.

f. Evidence.

1) Charged parties may attend their hearing at their option, with or without counsel, or may send a representative, and may call witnesses and submit signed statements or other evidence. Interpreters, if required by the charged party, are the responsibility of the charged party.

2) The body issuing any charge has the burden of proving that charge.

3) Upon written request of the charged party, a list identifying the evidence to be introduced at a hearing and the names of witnesses and the substance of their testimony will be furnished to the charged party. Such a written request must be received by the Hearing Committee or Officer at least seven (7) calendar days prior to the hearing, and the information requested must be provided within four (4) calendar days of the receipt of the request. Failure to furnish the information requested by the charged party may result in a delay of the hearing until at least four (4) calendar days following receipt by the charged party of the information requested. The delay may be waived or abbreviated in writing by the charged party.

g. Continuances.

1) Applications for continuance of any hearing must be made to the Hearing Committee or Hearing Officer in writing; shall be subject to the requirements below; and shall state the reasons why such continuance is sought.

a) In all cases set for hearing on written notice exceeding ten (10) calendar days, the application for continuance must be received by the Hearing Committee or Hearing Officer at the address designated in the Notice of Hearing at least seven (7) calendar days prior to the scheduled hearing date.

b) An application for continuance received less than seven (7) calendar days prior to the scheduled hearing date but prior to the hearing will not be granted unless a written arrangement is made to the satisfaction of the Hearing Committee or Hearing Officer for the payment of all expenses incurred by the Hearing Committee, the Hearing Officer, the Association,

the Member Club and witnesses resulting from the granting of any such application for continuance.

c) No continuances of expedited hearings will be granted to charged parties.

2) Except as otherwise provided with respect to expedited hearings, a continuance will be granted to any party to the proceeding only for good cause shown. An application for a first continuance of a hearing must be in writing and accompanied by a non-refundable continuance fee of One Hundred Dollars (\$100.00) made payable to the Association or Member Club, as appropriate. Any second or subsequent application for continuance will only be considered if submitted in writing together with a continuance fee of Five Hundred Dollars (\$500.00), payable to the Association or Member Club, as appropriate. That fee will be refunded only if the continuance is not granted.

h. Temporary Suspension.

A Committee of the Member Club or a Committee appointed by the Chairman of the Association may, prior to a hearing, temporarily suspend any charged party from participating in any manner in the affairs and events of the Member Club or the Association so long as an expedited hearing is noticed and held within seventy-two (72) hours of the time such suspension is effective. A decision on the charge will be announced by the Committee within twelve (12) hours of the conclusion of the expedited hearing.

i. Appeal of Decisions.

1) A decision by a Member Club or the Association will be final unless a party to the proceeding files a written Notice of Appeal together with the requisite Appeal Fee with the Office of the Association within fourteen (14) calendar days of the issuance of the final and appealable Order.

a) Any Notice of Appeal filed by a charged party must be accompanied by an Appeal Fee in the amount of One Thousand Dollars (\$1000) payable to the Association.

b) In the event that a charged party does not complete the appeal process the Appeal Fee will be forfeited.

c) Within thirty (30) calendar days following the conclusion of the Appeal Hearing the Appeal Fee will be returned to the appellant unless:

(i) the appellant is indebted to the Association for any fees, costs or fines, in which event the amount of such items shall be deducted from the Appeal Fee prior to any refund; or

(ii) the decision of the Appeal Committee is appealed to the Executive Committee of the Board of Governors as permitted elsewhere in this By-Law. In the event of such an appeal, the Appeal Fee will be refunded within thirty (30) calendar days following the rendition of the Executive Committee's decision, after deduction of any fees, costs or fines owed to the Association by the appellant.

2) a) On receipt of a Notice of Appeal from a Member Club decision, the Association will designate an Appeal Committee which will conduct a de novo hearing and will render its decision after a full and fair

opportunity for the charged party to be heard. At a de novo hearing, all testimony will be entered anew and the Appeal Committee may reduce, sustain, or increase any penalties initially imposed by the Member Club.

b) On receipt of a Notice of Appeal from either an Association Hearing Officer and/or Committee decision, the appeal will be decided by the Executive Committee of the Board of Governors as provided elsewhere in these By-Laws.

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3) In the event that the charged party timely appeals the disciplinary action of a Member Club, the Appeal Committee designated by the Association will give the appellant at least ten (10) calendar days' written notice of the date, time and place of the de novo hearing. Unless the Appeal Committee decides otherwise for good cause, the de novo hearing shall be held at the site of the alleged conduct violation. Likewise, unless the Appeal Committee decides otherwise for good cause, the de novo hearing shall be held within 40 days following the Association's receipt of a properly filed appeal. Upon request of the appellant, the Appeal Committee will permit the appellant to be heard in person and/or by an attorney, to confront and cross-examine any witness called by the Appeal Committee, and to present the testimony of witnesses on his/her own behalf in person or by written and signed statement. The parties may file written memoranda with the Appeal Committee objecting to or in support of the initial disciplinary action, and the findings upon which it was based, in whole or in part.

4) Within fifteen (15) calendar days after completing the de novo Appeal Hearing, the Appeal Committee will issue a report setting forth its findings of fact, its decision and its reasons therefore, and will transmit the same to the appellant and the Member Club.

5) If the Association receives a written Notice of Appeal from the charged party of the decision of the Appeal Committee, or a decision of an Association Hearing Officer and/or Committee, the Executive Committee of the Board of Governors will have the authority to review the entire transcript of any hearings and any and all documents submitted to the Hearing Committee, the Hearing Office or the Appeal Committee in connection with the alleged conduct violation and to affirm, modify or reverse the decision appealed. Such an appeal must be filed with the Office of the Association within fourteen (14) calendar days of the Appeal Committee decision.

j. Rehearing.

Upon the discovery of new facts not discoverable by due diligence prior to a hearing, a charged party may request a rehearing before the Hearing Officer or Committee of the Association or Member Club. Such request must be in writing and must contain a statement of the new facts upon which it is based. Rehearings will not be granted as a matter of right, but at the sole discretion of the Hearing Officer or Committee of the Association or Member Club.

k. Reciprocity.

1) On receipt of notice by Member Clubs from the Association that a disciplinary penalty has been imposed upon a Registered Player by a Member

Club for an act which violates the Rules or By-Laws of the Association, the notice will be treated by Member Clubs as if it were a penalty imposed by the Association, and will be honored and enforced by Member Clubs receiving such notice.

2) On receipt of notice by Member Clubs from the Association that a disciplinary penalty has been imposed on a Registered Player by the Association for an act which violates the Rules or By-Laws of the Association, the notice will be honored and enforced by Member Clubs receiving such notice.

3) On receipt of notice by the Association from a member club that a disciplinary penalty has been imposed, under these By-Laws, on a registered player by the Member Club for an act which violates the Rules or By-Laws of the Association, the notice will be honored and enforced by the Association.

4) On receipt of notice by the Association that a disciplinary penalty has been imposed upon a Registered Player by a foreign polo association which is a member of Federation of International Polo, for an act which is a violation of said foreign polo association rules, the notice will be treated the same as if it were a penalty imposed under the Rules or By-Laws by the Executive Committee of the Board of Governors of the United States Polo Association.

l. Penalties.

If found guilty of any charge properly brought before a Hearing Officer or Committee of the Association or of a Member Club, the charged party will be subject to such penalty as the Hearing Officer or Committee may determine or recommend; including, but not limited to:

1) Censure. A letter of censure will be listed in the Association's record of penalties. If found guilty of a future violation the censured party may be subject to a heavier penalty than for a first offense.

2) Suspension. Suspension for any period from participating in any Association or Member Club events and activities.

3) Fines. Fines may be assessed, provided that such fines shall not exceed the sum of Ten Thousand Dollars (\$10,000.00) for each Conduct Violation.

4) Probation. A Hearing Committee or Hearing Officer may establish probationary conditions for a charged party found guilty of a charge. A violation of a probation condition may be treated as a Conduct Violation.

5) Publication. Any findings, conclusions, rulings, recommendations and/or penalties of a Hearing Committee, Hearing Officer, Appeal Committee, Board of Governors, or Chairman of the Association, may be published to the Member Clubs of the Association, any foreign associations, and the news media.

6) Costs. Actual reasonable costs and out of pocket expenses incurred by the Member Club, Hearing Officer, Hearing Committee, Association and/or witnesses may be assessed in addition to any penalty. Failure to timely pay for costs shall be treated as a Conduct Violation.

m. Stay of Penalty Upon Appeal.

If a penalty of any kind is appealed, the penalty will not become effective until the appeal has been heard by the proper Committee and a new effective date has been established by that Committee.

n. Effective Date of Penalty.

1) The effective date of any suspension, or probation, and the deadline for the

payment of any fine, will be set by the Member Club or by the Association's Hearing Officer and/or Committee.

2) Failure to timely pay a fine and/or costs which have been properly levied will constitute automatic suspension from the date the fine and/or costs were payable until the fine and/or costs are paid. A fine and/or costs are considered paid when receipt is acknowledged by the payee designated by the Member Club or the Association.

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o. Arbitration.

All decisions of the Association will be subject only to the Arbitration provision of these By-Laws.

12. *Protest Procedure.*

a. Protests. Any disagreement with the non-discretionary decisions of, or manner in which, the Tournament Committee and/or Officials conduct an event, which disagreement alleges a violation of the Association Rules, Tournament Conditions and/or By-Laws; provided that notice of the disagreement has been delivered verbally before, during or immediately after the event to the Tournament Committee and/or Officials.

b. Filing of Protest.

1) A protest may be filed by (i) any aggrieved Registered Player who is also a participant in an event; (ii) an Official of the event; or (iii) an Officer or Governor of the Association.

a) All protests must be: (i) filed in writing; (ii) **received** within forty-eight (48) hours of the alleged violation; (iii) signed by the protesting party; (iv) addressed to the Chairman of the Association, and (v) a copy delivered to (A) the Club Delegate at the Member Club address on file with the Association, and (B) the Circuit Governor.

b) Copies of all protests received by the Tournament Committee or event officials of the Member Club will be delivered to the Association by the Member Club within twenty-four (24) hours.

2) A protest filed with the **Association** shall be referred, by the Chairman, to an Association Hearing Officer or Committee. The party to whom the protest is referred shall forthwith make an investigation of the protest and shall report findings to the Chairman or to the Chairman's designee. A ruling on the protest shall be issued by the Chairman or the Chairman's designee within twenty-four (24) hours after receipt of such findings. The protesting party will be notified of the decision in writing within forty-eight (48) hours of the issuance of the ruling.

c. Appeal of Ruling on Protests.

1) The ruling on the protest will be final unless a written Notice of Appeal together with the requisite Appeal Fee is filed with the Office of the Association within fourteen (14) calendar days of the date of the ruling.

a) Any Notice of Appeal must be accompanied by an Appeal Fee in the amount of One Thousand Dollars (\$1,000.00) payable to the Association.

b) In the event the appellant does not complete the appeal process, the Appeal Fee will be forfeited.

c) The Appeal Fee will be returned to the appellant within thirty (30)

- calendar days following the rendition of a decision on the appeal, after deduction of any membership dues, costs or fines owed to the Association by the appellant.
- 2) If the Association receives a timely written Notice of Appeal of the ruling on the protest, one or more members of the Executive Committee of the Board of Governors, as designated by the Chairman, will have the Authority to review the protest and the report of findings submitted to the Chairman or to the Chairman's designee and to affirm, modify, or reverse the ruling appealed.
- d. **Penalties.** The Hearing Officer or Committee of the Association may subject the Member Club to such penalty as the Hearing Officer or Committee may determine, including, but not limited to:
- 1) **Censure.** A letter of censure will be listed in the Association's record of penalties. The Member Club may be subject to a heavier penalty in the event that future protests against the Member Club are lodged and decided in favor of the protesting party.
  - 2) **Forfeiture.** A game or games up to and including the entire event may be held to have been played illegally and forfeited.
  - 3) **Revocation.** The Association may revoke one or more Association events awarded to the Member Club.
  - 4) **Suspension.** Suspension of the Member Club and/or its Delegate for any period from participating in any Association events, activities, or committees, and from holding office in the Association.
  - 5) **Publication.** Any findings, conclusions, rulings, recommendations and/or penalties of a Hearing Officer, Hearing Committee, Board of Governors, or Chairman of the Association, may be published to the Member Clubs of the Association, any foreign associations, and the news media.
- e. **Stay of Penalty Upon Appeal.** If a penalty of any kind is appealed, the penalty will not become effective until the appeal has been heard by the proper party and a new effective date has been established by that party.
- f. **Effective Date of Penalty.** The effective date of any penalty will be set by the Association's Hearing Officer and/or Committee.
13. **Arbitration.** All members, by joining the Association, and all players, by registering with the Association or accepting its benefits, agree to submit any and all disputes or claims they may have concerning the Association's Constitution, By-Laws, or Rules, or otherwise arising between members, players and/or the Association, including, but not limited to, any disciplinary proceeding or decision of or on behalf of the Association (hereinafter the "Subject Matter"), to binding arbitration in accordance with the rules then obtaining of the American Arbitration Association. In any such arbitration, the American Arbitration Association shall designate three persons to form an arbitration panel. The majority decision of the panel shall be conclusive, final and binding upon the parties. No suit at law or in equity based on such Subject Matter shall be instituted by any party thereto, other than to enforce the award of the panel.

If any member or player initiates litigation concerning the Subject Matter, other than to enforce the award of the panel, such member or player shall be required to reim-

burse the other party to the litigation for all of the other party's costs and expenses, including but not limited to, attorney's fees, incurred in such litigation, whether the other party prevails or not.

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If any player or member initiates litigation to enforce the award of the panel, such member or player shall be reimbursed for all of their costs and expenses, including but not limited to, attorney's fees incurred in such litigation, if such member or player prevails in the litigation.

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14. *Annual Meeting Agenda.* The order of business at the Annual Meeting shall be as follows:
- a. The noting of Member Club Delegates present or represented by proxy.
  - b. Reading of Minutes of last Annual Meeting.
  - c. Reports of the Treasurer and other Officers.
  - d. Reports of Special Committees.
  - e. Election of Officers and Governors-At-Large.
  - f. Deferred business.
  - g. New business.
  - h. Adjournment.
15. *USOC-Related Provisions.* The following provisions are included for purposes of adopting and implementing provisions from the Ted Stevens Olympic and Amateur Sports Act (the "Sports Act") and the Bylaws of the United States Olympic Committee (the "USOC") as applicable to member organizations of the USOC, and will automatically take effect and become operative, without further action required by the Association, only if and when the Association becomes a member of the USOC:
- a. Opportunity to Participate in Certain International Polo Competitions.
    - 1) No Qualified Registered Player (as that term is defined in ARTICLE IX of the Association's Constitution) who has not previously been suspended under the provisions of Section 11 of these By-Laws may be denied (or threatened with denial of) the opportunity to compete in a Protected Competition (as this term is defined in ARTICLE IX of the Association's Constitution). The Association shall, by all lawful means at its disposal, protect the right of a Qualified Registered Player and team to participate, if selected (or to attempt to qualify for selection to participate) as representing the United States in any Protected Competitions.
    - 2) Any Qualified Registered Player who alleges that he or she has been denied by an opportunity identified in subparagraph (1), above, shall immediately inform the Association's Executive Director and to have the matter promptly addressed in accordance with applicable provisions of Section 11 of these By-Laws. If the matter is not resolved to the Player's satisfaction, the Player shall have the right to have the matter promptly referred to the Executive Director of the USOC, for action under Article IX of the USOC Bylaws.
    - 3) A Player may not be temporarily suspended from participating in a Protected Competition (as this term is defined in ARTICLE IX of the Association's Constitution) prior to the conduct of a hearing (which may be an expedited suspension hearing).

4) The rights granted to Registered Players under subparagraphs (1), (2), and (3), above, shall apply equally to any coach, trainer, manager, administrator or official seeking to participate in the conduct of any Protected Competition as referred to in subparagraph (1), above.

5) Any Qualified Registered Player who alleges that he or she has been denied (whether or not by the Association) an opportunity to compete in any polo competition not protected by the terms of subparagraph (1), above (other than restricted competition referred to in the USOC Bylaws), shall immediately inform the Association's Executive Director, who shall consult with the general counsel of the Association to determine whether the situation appears to be of sufficient seriousness and relevance to the obligations and responsibilities of the Association to warrant action by the Association in support of the player's claim. In the event that action by the Association appears to be warranted, the matter shall be referred for processing in accordance with the applicable provisions of Section 11 of these By-Laws, or otherwise as may be deemed appropriate and available under the circumstances.

b. Arbitration.

In accordance with requirements of the USOC Bylaws, the Association shall, subject to the exhaustion of any internal remedies set forth in these By-Laws, submit to binding arbitration conducted in accordance with the applicable rules of the American Arbitration Association in any controversy involving the Association's recognition as a member of the USOC or involving the opportunity of any Registered Player, coach, trainer, manager, administrator or official to participate in any Protected Competition (as this term is defined in ARTICLE IX of the Association's Constitution), as provided in Article IX of the USOC Bylaws. To the extent not prohibited or preempted by provisions of the USOC Bylaws, arbitration of matters referred to in this subparagraph b. shall be subject to and conducted in accordance with the procedures set forth in Section 13 of these By-Laws.

c. Amateur Sports Organization Dues.

With respect to dues as referred to in Section 3 of these By-Laws, dues for amateur sports organizations that are members of the Association (as referred to in Article IX, Section 7 of the Association's Constitution) shall be as established by the Board of Governors from time to time.