

CONSTITUTION AND BY-LAWS  
OF THE  
BIG CITY FOOTBALL LEAGUE



EFFECTIVE JANUARY 1, 2010  
(AMENDED AND RESTATED APRIL 2011)

Constitution and Bylaws of the Big City Football League (BCFL).

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2010 Big City Football League.

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Article I

Name and Principal Office

- 1.1 The name of this association shall be called the Big City Football League, hereinafter called "League." The word "League" shall refer to the Big City Football League, unless otherwise specified.
- 1.2 Big City Football League is an unincorporated division of Kingdom Global Communities, Inc.
- 1.3 The Commissioner shall select the location of the office of the League, which shall be located in or adjacent to a city in which a league franchise is operated.

Article II  
Purposes and Objects

- 2.1 The purpose and objects for which the League is organized are:
- (A) To promote and foster the primary business of League Members, each being a director of a non-profit youth football association in the United States.
  - (B) To do and perform such other functions as may be necessary to carry out the purpose and functions of the League.
- 2.2 The League is not organized nor to be operated for profit.
- 2.3 With the exception of the provisions of these Bylaws, the League agrees to abide by the standards set forth by American Youth Football. If any of the provisions of these Bylaws and Constitution conflict with those of the American Youth Football, the standards set forth by American Youth Football shall govern.

Article III  
Membership

Members

- 3.1 A Member is defined as either a non-profit youth football team or a club of teams.
- 3.2 (A) Membership in the League shall be limited to one (1) franchise per League approved geographical jurisdiction and such new Members shall be thereafter duly elected.
- (B) The admission of a new Member, either within or outside the Home Territory of an existing Member, shall require the affirmative vote of three-fourths of the existing Members of the League.

Eligibility of New Members

- 3.3 Any person, corporation, association, partnership or entity of good repute organized for the purpose of operating a youth football club shall be eligible for membership except;
- (A) No corporation, entity, association not operated for profit or any charitable entity not presently a Member of the League shall be eligible for membership.
- (B) In any corporation, entity, partnership or other non-football business, then the football club shall be a separate corporation, partnership or trust, the primary purpose which shall be, and remain at all times, the operation of a youth football club as a Member of the League, which primary purpose shall not be changed

Admission for Members

- 3.4 (A) Each applicant for membership shall make a written application to the Commissioner. Such application shall describe the type of organization and the city in which the franchise of the applicant is to be located. Such application shall further describe and contain the following information:
- (1) Names and addresses of all principals of the organization, with a statement that they will not own or benefit from the interests of any undisclosed person of the organization;
  - (2) A detailed budget from such organization at the time it shall commence actual operation;
  - (3) A certified copy of Articles of Incorporation, Bylaws and business plan of operation and management structure;
  - (4) Names and addresses of all directors; and
  - (5) All applications shall contain a representation and statement that upon acceptance, the applicant will subscribe to and agree to be bound by the

Constitution and Bylaws, Rules and Regulations of the League and any amendments or modifications thereto.

- (B) Each application shall be accompanied by a certified check for \$250. Upon approval, an additional check for \$2,500 shall be paid to the League. If the application for admission is rejected, the League shall repay the applicant the sum of \$250 paid by the applicant at the time of application.
- (C) Upon receipt of any application for membership in the League, the Commissioner shall conduct an investigation thereof as he deems appropriate. Following the completion of the investigation, the Commissioner shall submit the application to Members for approval, together with his recommendation thereon, and such information thereon that the Commissioner deems pertinent. Each proposed member, partner, corporation or association and stakeholders must be approved by an affirmative vote of not less than three-fourths Members of the League.
- (D) If the Commissioner in his investigation of an application denies admission of membership or if the application fails by the required affirmative vote of not less than three-fourths Members of the League, the member application shall be eligible to appeal the decision of the League if such appeal has been filed within 48 hours of the League determination. The applying organization shall be allowed to make a formal presentation to the League regarding the determination. The appeal shall be in writing and will be reviewed by the Appeals Committee. The Committee shall make its recommendation to the Commissioner who shall then make the final ruling on acceptance of the member application.

#### Franchise Certificate of Membership

- 3.5 Each Member shall receive a Franchise Certificate of Membership signed by the Commissioner and Secretary of the League certifying that such Member is a member of the League and holds a franchise from the League to operate a youth football club in a designated city or region. Such Franchise Certificate may not be assigned or transferred except as provided in Section 3.6 hereof.

#### Transfer of Membership

- 3.6 No membership, or interest therein, may be assigned, sold, or otherwise transferred in whole, or in part, except in accordance with and subject to the following provisions:
- (A) Application for the sale, transfer or assignment of any franchise must be made in writing to the Commissioner. Upon receipt of such application the Commissioner is empowered to require from the applicant and the applicant shall furnish such information as the Commissioner deems appropriate, including:
    - (1) Names and addresses of buyers, transferees or assigners;
    - (2) Price and or terms of transfer;

- (3) Articles of Incorporation and Bylaws of the assigner; including names and addresses of the directors.
- (B) Upon receipt thereof, the Commissioner shall conduct such investigation as he deems appropriate. Upon completion thereof, the Commissioner shall submit the proposed transfer to the Members for approval, together with his recommendation thereon, and all information in respect thereto that the Commissioner deems pertinent. All transfers or assignments shall not be effective unless approved by an affirmative vote of not less than three-fourths of the Members of the League.

#### Voluntary Withdrawal

3.7 Any Member of the League may withdraw from membership by either:

- (A) Assigning or transferring its membership per the conditions in 3.6, or;
- (B) A Member may voluntarily withdraw its membership by tendering its written resignation to the Commissioner and simultaneously surrendering its Franchise Certificate of Membership, making full payment of any and all fees, dues, debts or assessments owed to the League.

#### Involuntary Withdrawal

3.8 Membership in the League shall automatically be terminated whenever:

- (A) A Member disbands its team during the regular season;
- (B) A Member permanently disbands its business organization or ceases its business;  
or
- (C) A Member fails to comply with the provisions set forth in the Constitution and Bylaws of the League or provisions set forth by American Youth Football.

#### Membership Fees and Monies

3.9 Whenever monies are required to meet the expenses of the League and League funds are not available for that purpose, then, upon demand by the Commissioner, each Member shall be required to contribute equally, its share of the required monies.

#### Membership Covenants and Obligations

3.10 Each Member agrees to be bound by the following obligations of membership in the League:

- (A) They shall be bound by and will observe all decisions of the Commissioner of the League in all matters within his jurisdiction.

- (B) They shall be bound by and will observe all decisions, rulings and action of the Executive Committee or the Members of the League in every matter within the jurisdiction of such Committee or Members as the case may be.
- (C) They, to the fullest extent as permitted by law, release and indemnify the Commissioner, the League and every employee thereof, every Member and every officer, director or employee thereof, and every holder of an interest therein, from and against any and all claims, demands, suits or other proceedings, whether for damages or otherwise, which they or any of them, or any other party, may at any time have or assert in connection with or by reason of any action taken or not taken by the released/indemnified parties in their official capacities on behalf of the League or any Committee thereof.
- (D) They shall include in every contract between any Member and its employees, coaches, players and volunteers, a clause wherein the parties to such contract agree to be bound by the Constitution and Bylaws of the League.
- (E) That after becoming a Member of the League, the primary purpose of the corporation, partnership or any entity operating the Member, shall at all times be and remain the operation of a youth football club of the League and such primary purpose shall not be changed.
- (F) They agree to be bound by all of the terms and provisions of the Constitution and Bylaws of the League as now or hereafter in effect.
- (G) They agree to be represented at each and every meeting of the League and of the Executive Committee of the League by a representative duly authorized and empowered to cast a binding vote of the Member on all questions coming before such meeting.

Article IV  
Territorial Rights

- 4.1 Home Territory with respect to any Member means the city in which such Member is located and for which it holds a franchise and plays its home games and includes the surrounding territory to the extent of ten (10) miles in every direction from the exterior corporate limits of such city except as follows (the “Home Territory”):
- (A) Whenever two Members are located and hold franchises for different cities within 10 miles of each other measured from the exterior corporate limits of that city, then the territorial rights of each of such Members shall only extend to and include an area of one-half the distance between such cities.
  - (B) The Home Territory of neighboring Members, located and holding franchises in the same city, shall be equal distance to the boundaries of other Members and shall not overlap the Home Territory of the Member.

Rights Within Home Territory

- 4.2 Each member shall have the exclusive right within its Home Territory to exhibit youth football games played by teams of the League except that;
- (A) Whenever two franchises of the League are located in the same city, then the principals of such clubs shall have equal rights within the Home Territory of such city.
  - (B) No Member of the League shall be permitted to play games within the Home Territory of any other Member unless a home Member is a participant.

League Control of Games

- 4.3 The League shall have exclusive control of the exhibition of football games by Members within the Home Territory of each Member. No Member shall have the right to transfer its franchise or playing site to a different city or location, either within or outside its Home Territory, without prior approval by the affirmative vote of three-fourths of the existing Members of the League.

Home Marketing Area

- 4.4 Home Marketing Area Defined
- (A) Each Member shall have a Home Marketing area in which it may engage in the commercial activities set forth in 4.4 (the “Home Marketing”). The Home Marketing area shall be defined as (i) the Home Territory, and (ii) the state in which a Member franchise is located and operated. Where two or more Members share a Home Territory, each Member shall have equal rights under 4.4. Where two or more Members hold franchises within the same state, but do not share

Home Territory, each Member shall have equal rights within the Home Marketing area, except for the Home Territory of another Member.

- (B) The Home Marketing area of another Member shall include the county in which the training camp is located for the duration of such training camp only, unless the training camp is located within the Home Territory of another Member.
- (C) Member Rights Within Home Marketing Area, Exclusivity, and Other Terms;
  - (1) Subject to the terms in section 4.4, each Member shall have exclusive rights vis-à-vis other Members, to use its trademarks, including without limitation, the names, nicknames, logos, colors, symbols or other identifying indicia in their present form, or as may be adopted in the future (“Member Marks”), within its Home Marketing area with respect to BCFL football activities including, (i) local advertising, sponsorship, naming rights, and related arrangements, (ii) retail stores, and other Member-identified physical structures and ventures, (iii) promotional and public awareness campaigns including image advertising and (iv) Member sponsored events.
  - (2) A Member’s right to use its Member Marks within its Home Territory shall at all times be subject to, (i) League agreements; (ii) the right of League sponsors and business partners, (iii) the right of the League to promote League initiatives and events, (iv) the rights of the League and individual Members to reach fans outside of their Home Marketing area through e-Commerce and other Internet related activities; print media and database marketing.
- (D) A Member may request a limited expansion of its Home Marketing area. Such request will be evaluated on the best interest of the League and Members.
- (E) The League and/or through its Members, shall retain exclusive control of all trademarks owned by League entities (including without limitation, BCFL and BCFL Shield Design; BCFL Playoffs, BCFL Championship Game, in their present form or as may be adopted in the future; collectively the “League Marks”) and the collective use of Member Marks in any context. No Member may license or use League Marks or Member Marks, nor permit a third party to use any League Marks or Member Marks absent prior League approval.
- (F) The League shall retain exclusive worldwide control to license and otherwise use League Marks and Member Marks in respect of the following business operations; (i) the promotion of the League, (ii) game presentation through marketing, media and broadcasting, (iii) regional and international operations, (iv) apparel, accessories, footwear and fitness products, (v) computer and video games, (vi) trading cards, (vii) footballs, helmets and other equipment used on the playing field, (viii) home videos and BCFL Films products, (ix) products including marks of all Members, (x) licensing, advertising, product placement,

sponsorships and promotional agreements. With respect to any such arrangements, no Member may “opt out” of any League arrangement or “go dark” by refusing to cooperate with any such arrangement.

- (G) The League may enter into sponsorship and promotional agreements licensing League Marks and collective use of Member Marks. Each Member shall retain the right to have a separate sponsorship, promotional arrangement for use and licensing of its Member Marks, within its Home Marketing area, subject to the rules and policies established by the League, including without limitation, regulations based on taste, health, image, safety or integrity of game considerations, and relating to premium products and branding. The Members by three-fourths vote may authorize a League affiliate to enter into a particular sponsorship agreement for a specific category licensing the use of League Marks and the individual use of all Member Marks.
- (H) Any Member that authorizes the use of its Member Marks in violation of 4.4 or related rules and policies, pay in addition to all penalties that may be assessed, pay to the League all proceeds and other consideration received for such license and not be entitled to share in the revenue generated by the use of League Marks and Member Marks.
- (I) Any disputes shall be resolved by the mechanism set forth in Article VIII thereof.

#### Conference Alignment

- 4.5 The League shall be divided into conferences as may be needed from time to time as membership changes. When possible, each conference shall have an equal number of teams.
- (A) The scheduling of games shall be set forth per provisions of Article XIII, thereof;
  - (B) Any re-alignment of the League must be approved by three-fourths vote of the existing Members of the League;
  - (C) Whenever the League seeks to re-align the conferences, the following non-prejudicial factors will be considered: geographical location, natural rivalries, stadium capacity, gate attendance and relative team strength.

Article V  
Meetings

Annual Meetings

- 5.1 League meetings shall be held not later than the last Monday of each month during the calendar year. The meetings time and place shall be held at a location set forth by the Commissioner in notices to designate such meetings.

Special Meetings

- 5.2 Special Meetings of the League may be held and any place upon call by the Commissioner.

Notice of Annual and Special Meetings

- 5.3 (A) Written notice of time and place of all meetings shall be given to all Members within thirty (30) days of day fixed or seven (7) days fixed for notice of special meetings.
- (B) Notice of special meeting must give the time, place and purpose of the meeting. Notice of annual meetings must give time and place, but not purpose. If any amendments to Constitution and Bylaws are to be considered at annual meetings, the submission of such proposals must be in accordance with Article XXV hereof. The Commissioner may propose amendments which he believes to be of an emergency nature; such amendments must be approved by affirmative three-fourths vote of existing Members for passage.
- (C) Notices of any meetings may be waived by unanimous consent of all Members.

Quorum

- 5.4 All meetings of the League, whether special or annual, shall require three-fourths of existing Members of the League in good standing, present in person or authorized representative, which shall constitute a quorum for the transaction of business and shall provide the power to adjourn the meeting from time to time, without notice other than announcement at the meeting until the requisite number of Members shall be present.

Voting and Representation

- 5.5 (A) At each meeting of the League, each Member shall be limited to two (2) representatives. Each Member shall be limited to one (1) vote on any matter presented at the meeting. Each Member shall file with the League during a designated time, a written designation of the representative and an alternate to vote and act for it. The Commissioner or presiding officer may require proof satisfactory of any representative to represent a Member. In all meetings, both Executive Session and general, proxy voting is prohibited. If a Member is not present at the time of a vote, the three-fourths vote required for a vote to carry

shall be based on Members present. This special voting shall not apply when a unanimous vote is required by the Constitution and Bylaws.

- (B) Any proposal introduced to the membership at a meeting of the League in which a quorum is present or otherwise properly before the membership, may be voted upon either during or following via email, facsimile or similar means of communication.

#### Number of Votes

- 5.6 Except as herein otherwise specially provided, the affirmative vote of not less than three-fourths, of the Members of the League at any annual meeting of the League shall be required for action.

#### Order of Business at Meetings

- 5.7 The order of business at annual meetings shall be as follows;

- Prayer
- Roll call
- Purpose of meeting
- Reading of previous meeting minutes
- Report of Commissioner
- Report of Treasurer
- Report of League Officers
- Report of Committees
- Report of Members
- Unfinished business
- New business
- Adjournment

#### Executive Session

- 5.8 Upon call of Commissioner or by three-fourths vote of the Members of the League, the League may go into Executive Session. Each Member shall designate its duly authorized representative to act for it in such Executive Session. In any Executive Session, unless otherwise designated by the Commissioner, two representatives of each Member and the Commissioner shall be present together with such other persons as either the Commissioner or other Members by majority vote shall invite; provided that when two representatives of a Member are present in Executive Session; one of them must own an equity interest in such Member. The Commissioner shall be the Chairman of Executive Session and may appoint the Secretary of Executive Session. Action at any Executive Session shall constitute action of the League.

### Conduct at Meeting

- 5.9 Roberts Rules of Order shall prevail in all meetings of the League; provided that in such cases as not covered by the Constitution and Bylaws a three-fourths affirmative vote shall be required by existing Members of the League for approval.
- 5.10 Each member shall have a voting representative present at all meetings. Failure to have representation shall result in a fine of not more than \$500 (five hundred) dollars.

### Action Without A Meeting

- 5.11 Any action or resolution which may be taken or adopted at a League meeting may be taken or adopted by an instrument in writing signed by all Members of the League.

Article VI  
Executive and Other Committees

Number

6.1 The League shall have an Executive Committee composed of the officers of the League and, at the option of each Member, one (1) representative from each Member. Each representative shall be appointed by the Member by written notice to the Commissioner. Each Member may name an alternate representative in the same manner. Said alternate shall have the same authority as the regular appointee in the absence of such appointee. Each appointee and alternate on the Executive Committee shall serve until his appointment is revoked in writing by the appointing Member.

Voting Qualifications

6.2 At each meeting of the Executive Committee, each member of the Executive Committee shall have one (1) vote.

6.3 Each member of the Executive Committee must be a holder of interest or officer of the Members in the League.

Vacancies

6.4 In case any vacancy occurs in the Executive Committee, a successor shall be appointed by a Member affected by the vacancy.

Powers and Duties

6.5 The Executive Committee shall have the following powers and duties:

- (A) It shall have the power, after notice and hearing, to impose fines upon any Member, director, partner, officer, stakeholder, player, or employee of a Member of the League.
- (B) It shall have the power, after notice and hearing, to increase or impose any additional penalties after the action of the Commissioner upon any matter submitted to it by the Commissioner for that purpose pursuant to section 8.13 (B), hereof; provided, however, that the Executive Committee shall have no power to modify, reduce, remit, or suspend any fine, penalty or suspension imposed by the Commissioner pursuant to section 8:13 (A) hereof.
- (C) It shall have the power and duty to investigate and report its findings and recommendations to the League on any matter referred to it by the Commissioner or its Members.
- (D) It shall have the power to cause an audit of the books and records of the League and the Treasurer thereof, and shall report its findings to the Members and Commissioner promptly.

- (E) If the Commissioner dies, is unwilling, or is by reason of physical or mental disability unable to discharge his duties as Commissioner, the Executive Committee shall have the power to decide that an emergency exists in the League. It shall thereupon call a special meeting of the Members at a time and place selected by the Executive Committee. Such meeting shall be held within thirty (30) days after the declaration of such emergency, and notice of such meeting shall be given as in the case of any other special meeting. The purpose of such meeting shall be either to remove such Commissioner or to elect a new Commissioner or to appoint an acting Commissioner to serve until the next succeeding Annual meeting.
- (F) It is empowered to borrow in the name of the League such sum or sums of money as it may from time to time deem necessary or appropriate and to authorize the Commissioner and treasurer, individually or jointly, to make and deliver in the name of the League a promissory note or notes evidencing any such loan and to pledge as security thereof any assets owned by the League.
- (G) In the event that the Commissioner or any other officer of the League shall be convicted of a crime involving moral turpitude or be physically or mentally incapacitated to perform his duties or shall fail or refuse to abide by the Constitution and Bylaws of the League, and the Executive Committee finds that such action by such officer is detrimental to the best interests of the League, or in the event the Commissioner or any other officer of the League fails or is unwilling to perform his duties, then such Committee shall have the power after notice and hearing to suspend or remove said officer and to terminate any contract between such Commissioner or officer and the League.

#### Approval

- 6.6 All actions and decisions of the Executive Committee must be approved by the affirmative vote of not less than three-fourths of the members of the Executive Committee provided, however that;
- (A) Any decisions to proceed under section 6.5 (C ), (D) or (E) hereof, may be taken by majority vote of the Executive Committee; and
  - (B) In any hearing involving charges against any Member or whenever one Member is making charges against another, the Member or Members so involved shall not vote.

#### Other Committees

- 6.7 The Commissioner of the League may appoint such other committees as the League deems necessary and appropriate. All committees shall act under the direction and chairmanship of the Commissioner, who shall be a member “ex-officio” of each committee.

#### Vacancies

- 6.8 Subject to the provisions of Section 8.1 hereof, the Executive Committee shall have the power to fill by appointment any and all vacancies in any elective offices of the League for the balance of the term of such office or until a successor is duly elected for such office in the prescribed manner.

#### Meetings

- 6.9 At each meeting of the Executive Committee, the Commissioner of the League shall preside.

Article VII  
Officers

Officers

- 7.1 (A) The officers of the League shall be the Commissioner, a Secretary, and a Treasurer. The Secretary and Treasurer shall be appointed by the Commissioner. The Commissioner shall have the right to appoint any other officers or assistants thereto as he, in his sole discretion, deems necessary. The duties and compensation thereof shall be fixed by the Commissioner.
- (B) The sole officer in each Conference of the League shall be the President thereof. The President of each Conference shall be selected by the affirmative vote of not less than three-fourths of the Members of the Conference for which such person is to serve as President.

Voting

- 7.2 Any other officer of the League shall be appointed by the Commissioner in accordance with the provisions of section 7.1(A) hereof, provided, however, that if the Commissioner is unable so to do by reason of death or disability, then such officer shall be elected by the affirmative vote of not less than three-quarters of the Members of the League.

Commissioner

- 7.3 The powers and duties of the Commissioner shall be such as are described in Article VIII hereof.

Treasurer

- 7.4 The Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the League, receive and give receipts for monies due and payable to the League from any source whatsoever, and deposit all such monies in the name of the League in such depositories as the Commissioner may determine, keep full and accurate accounts of the receipts and disbursements of the League, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Commissioner or the Executive Committee. In addition, the Treasurer shall:
- (A) Pay all current bills and salaries after approval by the Commissioner;
- (B) Annually submit to the Members detailed financial statements;
- (C) Give a surety bond in the principal sum of not less than two hundred fifty thousand dollars (\$250,000) for the faithful discharge of his duties, with the League named as obligee thereon. The premium shall be paid by the League; and

- (D) During the playing season, he shall report weekly to each Member on attendance and receipts for all games played by Members during the preceding week. Such report shall also include any delinquency in any amounts owing to the League and such other information as the Treasurer deems expedient.

#### Secretary

- 7.5 The Secretary shall keep records of all proceedings of the League and the minutes of the meetings of the Members and of the Executive Committee in one or more books provided for that purpose, cause all notices to be duly given in accordance with the provisions of this Constitution, or as required by law, be custodian of the League records, keep a register of the Post Office addresses of each Member, and in general perform all of the duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the Commissioner.

The Secretary will supply the Members with a record of the action taken at any meeting within twenty (20) days following the adjournment thereof and shall also furnish to the Members formal minutes of each meeting within ninety (90) days following the adjournment of each meeting.

#### Disability of the Commissioner

- 7.6 If, by reason of physical or mental disability, the Commissioner is unable to discharge or perform the duties of his office, or is unwilling so to do, then, during any such period, the Executive Committee may require any other member of the Commissioner's staff to perform such duties of the Commissioner.

Article VIII  
Commissioner

Employment

8.1 The League Executive Director shall be a person of unquestioned integrity to serve as Commissioner and shall determine the period and fix the compensation of his employment. The Commissioner's term shall be perpetual unless he is unable to physically or mentally perform the duties of his office, or if by reason of the League his character compromises the integrity and values of the League. All voting requirements and procedures for the selection of or successor to the office of Commissioner shall be determined by the affirmative vote of not less than two-thirds of the Members of the League.

Independence

8.2 The Commissioner shall have no financial interest, direct or indirect, in any professional sport.

Jurisdiction to Resolve Disputes

8.3 The Commissioner shall have full, complete, and final jurisdiction and authority to arbitrate:

- (A) Any dispute involving two or more Members of the League or involving two or more holders of an interest in a Member of the League, certified to him by any of the disputants;
- (B) Any dispute between any player, coach, and/or other employee of any Member of the League (or any combination thereof) and any other Member;
- (C) Any dispute between or among players, coaches, and/or other employees of any Members of the League, other than disputes unrelated to and outside the course and scope of the employment of such disputants within the League;
- (D) Any dispute between a player and any official of the League;
- (E) Any dispute involving a Member or Members of the League or any players or employees of the Members of the League or any combination thereof that in the opinion of the Commissioner constitutes conduct detrimental to the best interests of the League or youth football.

Financial and Other Authority

8.4 (A) The Commissioner, on behalf of the League, may incur any expense which, in his sole discretion, is necessary to conduct and transact the ordinary business of the League, including but not limited to, the leasing of office space and the hiring of employees and other assistance of services; provided, however, that the

Commissioner shall not have authority to incur any expense for any extraordinary obligations or make any capital investment on behalf of the League without prior approval by the Executive Committee.

- (B) The Commissioner shall: (1) preside at all meetings of the League and Executive Committee; (2) be the principal executive officer of the League and shall have general supervision of its business and affairs; and (3) approve for payment all proper charges.

#### Policy and Procedure

- 8.5 The Commissioner shall interpret, and from time to time establish, policies and procedures in respect to the provisions of the Constitution and Bylaws and any enforcement thereof.

#### Detrimental Conduct

- 8.6 The Commissioner is authorized, at the expense of the League, to hire legal counsel and take or adopt appropriate legal action or such other steps or procedures as he deems necessary and proper in the best interests of either the League or youth football, whenever any party or organization not a member of, employed by, or connected with the League or any Member thereof is guilty of any conduct detrimental either to the League, its Members or employees, or to youth football.

#### Game Officials

- 8.7 The Commissioner shall select and employ a supervisor of League game officials and shall further select and approve all game officials for all preseason, regular season, and postseason games. All fees and traveling expenses of game officials shall be paid by the League after approved by the Commissioner. It shall be the duty of each Member to accept as game officials for any game such game officials as the Commissioner shall assign to such game.

#### Public Relations Department

- 8.8 The Commissioner shall have authority to establish a Public Relations Department for the League, and such department shall be under his exclusive control and direction. He may employ persons to staff said department and shall fix and determine the compensation thereof.

#### Broadcasts and Television

- 8.9 The Commissioner shall have the exclusive authority to arrange for and sell all broadcasting and television rights to the Conference Playoff games and League Championship games.

## League Contracts

- 8.10 The Commissioner shall have authority to arrange for and negotiate contracts on behalf of the League with other persons, firms, leagues, or associations; provide, however, that except in instances where the Commissioner is otherwise specifically authorized herein, any contract involving a substantial commitment by the League or its Members shall not be binding unless first approved by the affirmative vote of not less than three-fourths of the Members of the League.

## Reports

- 8.11 The Commissioner shall render an annual report to the League Members at each annual meeting.

## Bond

- 8.12 The Commissioner shall file and maintain in effect a surety bond with the League in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon faithful performance by the Commissioner of his duties and shall name the League as obligee. The expenses for such bond shall be paid by the League.

## Disciplinary Powers of Commissioner

- 8.13 (A) Whenever the Commissioner, after notice and hearing, decides that a principal, stakeholder, partner or holder of an interest in a Member, or any player, coach, officer, director, or employee thereof, or an officer, employee or official of the League has either violated the Constitution and Bylaws of the League or has been or is guilty of conduct detrimental to the welfare of the League or youth football, then the Commissioner shall have complete authority to:
- (1) Suspend and/or fine such person in an amount not in excess of five hundred dollars (\$500),
  - (2) Cancel any contract or agreement of such person with the League or with any Member thereof;
  - (3) In cases involving a violation affecting the competitive aspects of the game, cancel any contract or agreement of such person with the League or with any Member thereof and/or fine the offending Member in an amount not in excess of five hundred dollars (\$500).
- (B) Whenever the Commissioner determines that any punishment that the Commissioner has the power to impose pursuant to Section 8.13(A), is not adequate or sufficient, considering the nature and gravity of the offense involved, he may refer the matter to the Executive Committee, with a recommendation that all or any part of the following additional increased punishments or discipline be imposed:

- (1) Cancellation or forfeiture of games in a Member or in the franchise thereof managed by a person involved or implicated therein.
- (2) Additional fines, penalties or suspensions;
- (3) Require the removal of any Member from the Conference
- (4) Make any other recommendations he deems appropriate

The Executive Committee may impose such other or additional discipline or punishment as it may decide.

Any such ruling or decision by the Commissioner under the circumstances referred to in this Section 8.13 (B) after approval or ratification by the affirmative vote of not less than three-fourths of the Members of the League, as aforesaid, shall be final, conclusive, and unappealable. Any party involved in or affected by any such decision agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or connected with such decision against the Commissioner, individually and in his official capacity, as well as against the League and any officer or employee thereof and every member therein and against any director, officer, stakeholder, or partner thereof or the holder of any interest therein, whether for damages or for any other remedy or relief.

The word “person” for the purposes of this subparagraph (B) of Article VIII, Section 8.13, shall mean and include a Member, and any principal, officer, stakeholder, or partner thereof, or anyone holding any interest therein.

The membership of a Member or the interest of any person managing an interest therein shall be suspended or terminated under this Section 8.13(B) only by resort to the following procedure:

- (a) Any member of the Executive Committee or the Commissioner may prefer charges against a Member or the holder of any interest therein on the ground that such a Member or holder has violated the provisions of the Constitution and Bylaws or is or has been guilty of conduct detrimental to the League or youth football. Said charges shall be in writing and filed with the Secretary of the League. The Commissioner shall first conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit a copy of the charges by mail to each Member and to the Member or person against whom such charges have been made and shall make his recommendations thereon to the Members.
- (b) The Member or person charged may, within fifteen (15) days after receipt of the charges, file with the Commissioner its or his written

answer thereto. The Commissioner shall thereupon deliver a copy of such answer to all Members of the League.

- (c) A special meeting of the League shall be called to hear charges; the time and place of such meeting shall be fixed by the Commissioner.
  - (d) At such hearing the Commissioner shall preside, unless he is in the complainant. In such event, the presiding officer shall be elected by majority vote of the Members attending the meeting.
  - (e) At the hearing the Member or person so charged shall have the right to appear in person and by counsel. Strict rules of evidence shall not apply, and any testimony and documentary evidence submitted to the hearing shall be received and considered. Either the complainant or the Member or person charged shall be entitled to an adjournment for a reasonable time to enable it or him to present rebuttal evidence.
  - (f) After considering all the evidence, the Members shall vote upon the charges and fix the punishment. An affirmative vote of not less than three-fourths of the Members shall be required to sustain the charges and fix the punishment, excluding the vote of any Member in which the person charged has an interest.
  - (g) If the Members vote to terminate the membership or the interest of any Member of the League, then the Member or person charged shall be required to dispose of such membership or interest in the affected Member in accordance with the provisions of Section 3.8(B) hereof.
- (C) Whenever the Commissioner, after notice and hearing, determines that a person employed by or connected with the League or any Member thereof has bet money or any other thing of value on the outcome or score of any game or games played in the League or has had knowledge of or has received an offer, directly or indirectly, to control, fix, or bet money or other consideration on the outcome of a score of a youth football game and has failed to report the same in the manner hereinafter prescribed, then the Commissioner shall have complete and unrestricted authority to enforce any or all of the following penalties;
- (1) Suspend such person indefinitely or for a prescribed period of time;
  - (2) Bar such person from the League for life;
  - (3) Cancel or terminate the contract of such person in the League or any Member thereof;

- (4) Fine such person in an amount not in excess of five thousand dollars (\$5,000).
- (5) Cancel or declare forfeited any games in which a bet was placed;
- (6) Impose such other additional punishment or discipline as the Commissioner may decide.

Any decision by the Commissioner under the circumstances referred to in this Section 8.13 (C ) shall be final, conclusive, and unappealable. Any party involved in or affected by any such decision agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or connected with such decision against the Commissioner, individually and in his official capacity, as well as against the League and any officer or employee thereof and every Member therein and against any director, officer, stakeholder, or partner thereof or the holder of any interest therein, whether for damages or for any other remedy or relief.

- (D) Whenever the Commissioner finds, in his sole and exclusive discretion, that any person, whether or not connected or affiliated with the League or a Member therein, is guilty of conduct detrimental to the best interests of the League or youth football, then in addition to his other powers prescribed in the Constitution and Bylaws of the League, the Commissioner shall have the right to bar and prohibit such person from entry to any stadium or park used by the League or its Members or affiliates for the practice or exhibition of youth football.
- (E) The Commissioner shall have authority to change, reduce, modify, remit, or suspend any fine, suspension, or other discipline imposed by the Commissioner and not requiring approval of the Members.

#### Miscellaneous Powers of the Commissioner

- 8.14
- (A) The Commissioner shall have the power, without a hearing, to disapprove contracts between a player and a Member, if such contracts have been executed in violation of or contrary to the Constitution and Bylaws of the League, or if either or both of the parties to such contracts have been or are guilty of an act or conduct which is or may be detrimental to the League or to the sport of youth football.
  - (B) The Commissioner shall have the power to hear and determine disputes between Members in respect to any matter certified to him by either or both of the Members. He shall also have the power to settle and determine any controversy between two Members which, in the opinion of the Commissioner, involves or affects League policy.
  - (C) The Commissioner shall have the right to propose amendments or modifications to the Constitution and Bylaws of the League by submitting such amendments or modifications in writing to the League no less than fifteen (15) days prior to the holding of any Annual Meeting of the League or recessed session thereof. Such

amendments or medications to the Constitution and Bylaws shall be approved  
Members pursuant to Article XXI.

Article IX  
Prohibited Conduct

Conflicting Interests and Prohibited Conduct

- 9.1 (A) The violation of any of the provisions of this Article IX shall constitute conduct detrimental to the League and youth football.
- (B) No Member, stakeholder, officer, director, partner, or employee thereof, and no officer or employee of the League, including a game official shall;
- (1) Have any financial interest, directly or indirectly, in any other Member of the League;
  - (2) Directly or indirectly loan money to or become surety or guarantor for any other Member or player, coach, or employee thereof, or holder of an interest therein;
  - (3) Directly or indirectly loan money or offer any gift or reward or become surety or guarantor for any game official or other official or employee of the League; or
  - (4) Act as the contacting agent or representative for any player or share or be financially interested in the compensation of any player in the League.
- (C) No Member, nor any stakeholder, director, officer, partner, or employee thereof, or person holding an interest therein, nor any officer or employee of the League shall;
- (1) Publicize or participate in the selection of any mythical All-League team;
  - (2) Offer a gift or reward to a player, coach, or person connected with or employed by another Member for services promised, rendered, or to be rendered in defeating or attempting to defeat a competing Member;
  - (3) Publicly criticize any Member or its management, personnel, employees, or coaches and/or any football official employed by the League. All complaints or criticism in respect to the foregoing shall be made to the Commissioner only and shall not be publicized directly or indirectly;
  - (4) Directly or indirectly pay a fine for a person who has been penalized;
  - (5) Directly or indirectly, have any interest whatsoever in a youth football organization, league, club, or team not a Member of the League;
  - (6) Offer or pay a player or coach, and no player or coach may receive any bonus, money, or thing of value, for winning any game played in the League;

- (7) Fail to present its team at the time and place where it is scheduled to play in a preseason or regular season game, unless such failure is caused by any unavoidable accident in travel or by conditions beyond control of the Member;
  - (8) Tamper with players of other teams who are not eligible for play in the League under the eligibility rules thereof.
  - (9) Tamper with a player or coaches or other employee under contract to or the property of another Member;
  - (10) Offer, agree, conspire, or attempt to illegally influence the outcome of the game or fail to suspend immediately any officer or player or other employee of the Member who shall be proven guilty of offering, agreeing, conspiring, or attempting to influence the outcome of any game or be interested in any pool or wages of any game in which a Member participates;
  - (11) Dispense any alcoholic beverage in BCFL Stadia;
  - (12) Use at any time, from the start to the finish of any game in which a Member is a participant, any communications or information gathering equipment, other than cameras or field telephones, including without limitation videotape machines, telephone taping or bugging devices, or any other form of electronic device that might aid a team during the playing of a game;
- (D) No player, coach, manager, or principal may remove his team, nor order his team removed, from the field during the playing of a game, regular or preseason, except at the direction of the referee. Should any Member in this League violate the provisions of this section 9.1(D) then in addition to all other remedies available to the Commissioner under this Constitution and Bylaws, such Member guilty of such violation shall face possible forfeiture of any victory or tie achieved in such game and in addition incur sole liability for financial losses suffered by the opposing team and any other Members so affected. All such determinations shall be made by the Commissioner.
- (E) No Member shall permit access to the e-mail, facsimile or other similar means of communication by non-Member personnel.

### Tampering

- 9.2 If a Member or any officer, stakeholder, director, partner, employee, agent or representative thereof or any person holding an interest in said Member shall tamper, negotiate with, or make an offer, directly or indirectly, to a player, coach, director, partner or employee, then unless the offending Member shall clearly prove to the Commissioner that such action was unintentional, the offending Member, in addition to being subject to all other penalties provided in the Constitution and Bylaws, shall be

fined not less than five hundred dollars (\$500). Additionally, if the Commissioner decided such offense was intentional, the Commissioner shall have the power to fine the offending Member and may award the offended Member 50% of the amount of the fine imposed by the Commissioner.

- 9.3 (A) No coach or administrative or supervisory employee, as hereinafter defined, may be employed by any Member of the League without the prior approval of the Commissioner. All coaches must have a written contract. Such contract shall be filed in the League office promptly following execution, and the terms thereof must be approved by the Commissioner. An administrator or supervisory employee, for the purpose of this Section, shall mean a general manager or any assistant to the president or executive officer of the Member.
- (B) Every contract with any employee of the League or of a Member therein shall contain a clause wherein the employee agrees to abide and be legally bound by the Constitution and Bylaws and the Rules and Regulations of the League, as well as by the decisions of the Commissioner, which decisions shall be final, conclusive, and unappealable. Such contract shall provide further that the contracting parties, if involved or affected in any manner by a decision of the Commissioner, agree to release the Commissioner and to waive every claim he, they, or it have against the Commissioner, individually and in his official capacity, as well as against the League, each and every Member thereof, and any and all directors, officers, stakeholders, partners, or holders of an interest therein, for damages and for any other claims or demands arising out of our connected with any decision of the Commissioner. Every written employment contract with any employee of a Member shall be filed in the League office promptly following its execution and shall provide: that such contract sets forth the entire agreement between the parties; that no oral agreements, and no other written agreements, except as are attached to the contract or specifically incorporated by reference therein, exist between them; that such written contract (including agreements attached thereto or incorporated therein) sets forth the entire agreement with respect to the employee's services for the Member; and that neither party will rely on any agreement or understanding not reduced to writing and specifically incorporated into such employment contract prior to its execution or when subsequently amended.
- (C) No principal person holding any interest in a Member, nor any officer, stakeholder, director or partner thereof, nor any officer or employee of the League or Member thereof, shall enter the dressing room or allocated space of a game official.
- (D) No Member, nor any coach, representative, or employee thereof, shall use or employ any mechanical or other equipment or device in connection with the staging or playing of any game, except such as has been normally and commonly used in games in former seasons in the League; no electronic magnifiers or loud speaker systems may be used or employed either from the stands, bench or sidelines to impart any information or instructions to players engaged in play on

the field, but such instruction or information shall only be given orally or through substitution or through coach-to-quarterback radio systems approved by the membership.

- (E) No blanket remuneration or bonuses or gifts shall be paid or given to players at any time.
- (F) There shall be no contact work prior to a Member's official preseason camp. In any offseason camp, Members may use helmets and protective pads for elbows and knees, but all other pads are prohibited. Blocking dummies, sleds, and similar apparatus may be used in offseason camps at the Member's option.

9.4 No coach or administrative or supervisory employee or official of any Member or organization or the organization itself, shall demonstrate any behavior which in the judgment of the Commissioner violates policy regarding inappropriate or unsportsmanlike behavior. Behavior which brings negative publicity to the League shall include, but not be limited to the use of alcohol, tobacco or non-prescription drugs; flagrantly rude behavior, verbal abuse, heckles, taunts, ridicules, throwing of objects, vulgarity and profanity, physical assault, attempting to intimidate, inappropriate gestures to officials, coaches, volunteers, participants or fans at a practice or football event of the League. Any coach or administrative or supervisory employee or official of any Member or organization or the organization itself, if found in violation of League character shall be fined not less than five hundred dollars (\$500). The League will enact a no tolerance for such behavior and may include any of the additional penalties for violation of League character policy;

- (A) A maximum fine of not less than one thousand dollars (\$1,000);
- (B) Immediate and indefinite suspension by the Commissioner;
- (C) Immediate and probationary period of not less than one season;
- (D) Removal from all Member and League practices and events;
- (E) The forfeiture of not less than two (2) games;
- (F) The forfeiture of a win during any game in which character violations occurred;

The Member or organization will be subject to inquiry and asked to provide a written statement regarding the behavior. Upon receipt of the statement, the Commissioner will meet with the Rules & Ethics Committee to confer regarding the appropriate discipline for the violation. The Commissioner will notify the Member in writing of his decision and discipline which will take effect immediately upon the rendering of such decision.

#### Non-Compete

9.5 No coach or administrative or supervisory employee or official of any Member or organization or the organization itself, shall voluntarily resign his position for the sole

purpose of organization of a competitive Member or organization. Any coach or administrative or supervisory employee or official of any Member or organization or the organization itself shall not be eligible to apply for franchise membership for not less than two (2) years following the voluntary resignation.

Article X  
Broadcasting and Television

Contract Conditions

- 10.1 Any contract entered into by any Member for telecasting or broadcasting its games, and the sponsor or sponsors of each game telecast or broadcast pursuant to such a contract, must be approved in writing by the Commissioner in advance of such telecast or broadcast.
- 10.2 All regular season (and preseason) television income will be divided equally among all Members of the League regardless of the source of such income, except that the Members may, by unanimous agreement, provide otherwise in a specific television contract or contracts.

Broadcast Facilities

- 10.3 Each Member when playing at home shall provide adequate space for use of the visiting Member in telecasting and/or broadcasting each game.

Article XI  
Playing Rules

Official Rules

- 11.1 The playing rules of the League shall be those set forth in the Official Rules of American Youth Football, except those rules and permissions set forth for the local jurisdiction of the League.

Amendment of Rules

- 11.2 Playing rules may be amended or changed at any annual meeting by the affirmative vote of not less than three-fourths of the Members of the League, provided the proposed amendment or change has been presented to the League in writing fifteen (15) days prior to the annual meeting or a recessed session thereof, or provided the proposed amendment or change carries the unanimous approval of a duly appointed standing committee of the League vested with the authority to make a recommendation on proposed playing rules changes, in which case notice of at least 12 hours prior to the vote is required; and further provided that all playing rules proposals from Members must be submitted in writing to the League office a minimum of thirty (30) days in advance of any Annual Meeting of the League. Otherwise unanimous consent is required for any amendment to the playing rules.

Rules Committee

- 11.3 Each Member of the League shall have one representative only on the Rules Committee.

Article XII  
Eligibility of Players

General Rules of Eligibility

- 12.1 (A) No person shall be eligible to play or be selected as a player unless (1) he meets all age and grade criteria set forth by the League; (2) age and grade criteria has been verified and certified by the League, (3) he shall present a current official proof of age as issued by the state and official proof of grade as issued by the current school attending. Any player who does not attend a recognized and accredited school of learning is automatically ineligible and cannot be added to a League roster until such verification can be made by the League.
- (B) No person shall be allowed to participate on more than one youth football roster of any league, association or school per season.
- (C) No person who has dropped out of school is eligible for participation on any roster.
- (D) A player under contract of a League Member, shall be a part of the Member until the Commissioner receives notice from such Member that other League Members are free to negotiate or contract with said player. Upon receipt of any such notice, the Commissioner shall promptly notify each other League Member thereof. Until the notice is given by the Commissioner, no other Member may sign a contract nor negotiate with such player unless prior written permission thereof has been given by the Member owning rights to such player.

Rules and Regulations

- 12.2 (A) A Member, at its option, may adopt individual Member rules and regulations not inconsistent with or contrary to the Constitution and Bylaws of the League and/or the Rules and Regulations of the League. The Member shall give players, coaches, employees and managers reasonable notice of all rules and regulations adopted by the Member. Any Member adopting rules and regulations may suspend and/or fine a player, coach, employee or manager for violation thereof.
- (B) The League may adopt Rules and Regulations, and any Rules and Regulations so adopted must be printed on the reverse side of the standard form of player contract used by the League.
- 12.3 (A) No person signed by the Member as a coach, trainer, or in any capacity other than as a player, may play for that Member or any other Member in that same year.
- (B) No player under contract to a Member in the League shall be permitted to participate in any football game for or against any team, group, or organization outside the League, except in games officially approved and sanctioned by the League.

- (C) No Member may sign a player who, in the same year, has been under contract to a Member of another league, team or association during its preseason, regular season or post season.
- (D) A Member may at any time of the season request waivers on a player who has been on the roster of a League Member, provided that the player has passed all eligibility and is released by the Member president. Further, such player on waivers cannot return in the same season to the Member which requested waivers.

#### Selecting Ineligible Player

- 12.4 If any Member uses an ineligible player during the regular or postseason, such Member shall forfeit all games in which an ineligible player has been used and may be subject to the following;
- (A) Fine of not less than five hundred dollars (\$500).
  - (B) Suspension of principals, coaches, employees who had knowledge of the ineligible player.
  - (C) Investigation by Executive Committee for the possible suspension and/or removal of such Member from the League.

#### League Policy on Playing With Another Member

- 12.5 If for any valid reason it would be impossible for a player to play for the Member in which he has been signed, or the player can show reasonable cause why he should be permitted to play on another Member other than that designated for him, then through such arrangements as can be made by another Member, he shall be permitted to play on the Member he prefers if the Commissioner of the League approves his reasons as valid.

Article XIII  
Schedule

Preparation

- 13.1 The Commissioner shall draft a schedule and forward the same to the Members as soon as possible after the Championship game. Such schedule shall constitute the official schedule for the regular season games of each Member of the League and shall not require any consent nor approval by the Members.

Conditions

- 13.2 The following conditions shall govern and apply in drafting of the schedule each year, namely:
- (A) Each team will play home and home with all division opponents
  - (B) Each team in a division will play one other division within the conference based on annual rotation of divisions
  - (C) Each team in a division will play the same entire division from the other conference on an annual rotating basis

Schedule Adjustment

- 13.3 (A) In the event a Member ceases operating and a new franchise is then issued by the League to a new Member to replace such former member, the new Member shall be obligated to perform under the same schedule in effect at the time the former Member ceases operations, whether or not the franchise issued to the new Member is to be operated in the same city as the former franchise holder.
- (B) In the event a Member shall cease operations and the League does not replace such franchise by issuing a new franchise or by the transfer of the former franchise, the Commissioner is empowered to make whatever adjustments in the schedule as he in his sole discretion decides are necessary, and all Members shall be bound thereby.

Change in Site

- 13.4 When a game is scheduled in a stadium used for any mixed use, the Commissioner shall have the right to change the site of the game whenever he concludes such action is necessary by reason of the probable participation of the mixed use facility. In such event, the visiting Member will be reimbursed by the League for any extra travel expense incurred because of such change, and the home Member will be compensated by the League for any loss of revenue suffered by it as a result of such change in the site of the game. The Commissioner's decision shall be final and binding upon both of the affected Members in respect to the need for and amount of any such compensation or reimbursement.

### Preseason and Postseason Games

- 13.5 No Member may schedule a preseason or postseason game inside or outside of the League without written permission of the League. Such requests must be made within ninety (90) days of proposed games and approved by the Commissioner before the games are scheduled. Any Member which schedules a preseason or postseason game without permission of the League will be fined not less than one thousand dollars (\$1,000). Preseason and postseason games include exhibitions, tournaments and scrimmages.

### Bid for Hosting Postseason Games

- 13.6 Each Member may bid to host the postseason Playoffs and Championship games. The Commissioner, upon review of the site, will award the Member the Playoff and Championship Games.

Article XIV  
Player Contracts

Player Contract

14.1 All contracts between Members and players shall be executed in triplicate and be in the form adopted by the Members of the League; such contract shall be known as the AYP All-American Participation Contract (“Participation Contract”). No Member may delete portions of or otherwise amend the participation contract.

Filing

14.2 A copy of each player contract must be filed with the Commissioner within ten (10) days of filing the final roster. The Commissioner’s office shall stamp the time of receipt upon all contracts immediately upon the filing with the Commissioner. All other documents required to be filed with the Commissioner shall likewise be stamped immediately upon receipt thereof. Contracts in effect at the date of the adoption of the Constitution and Bylaws shall not be affected by the foregoing provision if such contracts had been previously executed and filed in accordance with the Constitution and Bylaws of the League at the time of execution and filing.

Disapproval

14.3 The Commissioner shall have the power to disapprove any contract between a player and a Member executive in violation of or contrary to the Constitution and Bylaws of the League or if either contracting party is or has been guilty of conduct detrimental to the League or to youth football. Any such disapproval of a player contract must be exercised by the Commissioner within ten (10) days after such contract is filed with the Commissioner.

Prerequisite To Play and Practice

14.4 No Member shall permit a player in any practice session or game with its team unless:

- (A) A Participation Contract has been executed between the player and a Member; and
- (B) Such contract is on file in the League office or the League office has been notified by e-mail, facsimile or other similar means of communication, of the execution of a contract or assignment

Suspended Players

14.5 A Member or the Commissioner may suspend a player for violation of this Constitution and Bylaws, his Participation Contract, or the rules and regulations of the League or the Member. During the period of suspension, a player shall not be entitled to any team benefits and shall be ineligible to play with any Member. Any player suspended by a Member shall have the right to appeal to the Commissioner, who shall have authority to

order his reinstatement upon such terms as he deems proper. Players suspended by either the Commissioner or a Member will be placed in the category of suspended.

#### Listing of Players

14.6 All players must be listed by the Member on the following lists:

- Official AYF Roster
- Mandatory Play Roster
- Official AYF Tournament Roster

Article XV  
Conduct of Regular Season Games

Game Receipts and Guarantee

- 15.1 (A) The home Member shall deliver to the League office the greater of \$150 for each regular season game, or 10% of the gross receipts after the following deductions:
- (1) Stadium rental
  - (2) Officiating
  - (3) Security
  - (4) Other costs associated with the staging of the exhibition
- (B) Each Member shall provide the League office by the third day following the home game, a manifest for the home game exhibition. The manifest shall include the number of tickets sold, the amount of concessions sold and the number of fans for home and visitors. In the event that manifests are changed it shall be the responsibility of each Member to update the ticket manifests on file in the League office.
- (C) All Members, on or before May 1 of the year following the conclusion of the season, shall forward to the League office a certified report by an independent CPA of income for all home games of the previous season to include a certified count of income in all categories.
- (D) Except as the Finance Committee may otherwise specify in policies and procedures adopted and amended from time to time, (i) final settlement of funds payable to the League office shall be made on the day of the game or no later than two business days subsequent to each regular season or post season game, and (ii) the home Member shall make settlement by expediting funds to the League office.
- (E) There shall be no charge imposed or percentage claimed against gate receipts of regular season games for or by the League office.

Conduct of Game

- 15.2 Each Member shall play all of its regular season games at the times and places provided for in the official schedule of the League. There shall be no postponement of regular season games unless said game cannot be played because of an Act of God or because of a state, federal or local prohibition. Neither the starting time of a regular season game nor the locale of the game shall be changed in any manner after the adoption of the schedule and the publication thereof, except with the written consent of both Members and the prior approval of the Commissioner.

## Bench Personnel

- 15.3 With the exception of uniformed players eligible to participate in the game, all persons in a team's bench area must wear a visible credential clearly marked "BENCH." For all BCFL home games-preseason, regular season and postseason-the home Member will be issued a maximum of 27 credentials and the visiting Member will be issued a maximum of 25 credentials for use in its bench area. Such credentials must be worn by coaches, players under contract to the applicable Member but ineligible to participate in the game, and team support personnel (trainers, doctors, equipment, team moms). From time to time, persons with game-services credentials (ball boys, water boys) and authorized Member personnel not regularly assigned to the bench area may be in a team's bench area for a brief period without bench credentials.

Members are prohibited from allowing into their bench area any persons who are not officially affiliated with the Member or otherwise service a necessary game-day function. Members are prohibited from allowing into the non-bench area of field level any persons who have not been accredited to those locations by the League's public relations office for purposes related to news-media coverage, stadium operations, or halftime entertainment.

## Field Credentials

- 15.4 Persons permitted on the field level during a game, other than those described in Section 15.3, shall be limited to photographers, stadium employees, utility maintenance personnel, and police. Such persons must remain behind the playing field's standard six-foot border and are not permitted within bench areas. Members which seat pre-game and halftime personnel on the field level must keep them well behind the six-foot border. All such persons not in uniform covered in this subsection must be issued and display appropriate credentials issued by the home Member only.

## Medical Facilities

- 15.5 The home team shall provide a physician and an ambulance at each game available to both teams. Said ambulance facilities shall be located at or adjacent to the stadium, with the driver in attendance in the ambulance for the use of both competing teams.

## Player Attire

- 15.6 All players of a team shall be uniformly and neatly attired for all games. All players on the same team must wear the same color jersey, head guards, and stockings, except that a Member, at its option, may permit all eligible pass receivers to wear a different color head gear than the rest of the team. If a different color is worn by any eligible pass receiver of a Member, all of the eligible receivers must wear the same color. Players must wear stockings in all games. The Commissioner must approve in advance any changes in the colors of the Member. Every player appearing on the field during the game or in any pregame workout must wear his complete game outfit exclusive of pads and helmet.

## Player Identification

- 15.7 Players must wear on the back and front of their jerseys identification numbers that shall be at least eight (8) inches long and four (4) inches wide. At the option of the Member, names of players shall be placed on uniforms directly above the numbers on the back in a size lettering no less than two and one-half (2 ½) inches. The name and number of each player of the visiting team must be furnished to the home team by the visiting Member at least six (6) days prior to the schedule game with the visiting team. Any change in the numbering of a player shall be forthwith communicated to the opposing Member.

## Choice of Game Uniforms

- 15.8 The home team shall wear the colors awarded to such team and the visiting team shall wear white. In the event that the colors of the visiting team conflict with the colors of the home team, the visiting team shall wear other colors approved by the Commissioner.

## Member Colors

- 15.9 (A) The colors of the respective Members are as follows:

Big City Chiefs	Scarlet, yellow gold and white
Big City Eagles	Kelly green, silver and white
Big City Outlaws	Forest green, black, yellow gold and white
Lansing Terryars	Navy Blue, white

The Commissioner must approve, in advance, any changes in the foregoing colors of the Members. In addition, Member colors may be changed from time to time as determined by the Commissioner and as needed when additional Members become part of the League.

## Conflicting Member Colors

- (B) The home Member shall have the option of deciding whether the visiting Member shall wear white jerseys or shall wear the colors awarded to the visiting team in any League game, regular season or preseason. If either Member fails to conform to the jersey colors designated for such game, then there shall be an automatic fine against the offending Member of \$50, which sum shall be payable to the League office.
- (C) No Member shall have the right to make changes in its Member colors and/or in the designs of its team helmets or uniforms except in accordance with the following provisions:
- (1) Absent specific extenuating circumstances as determined by the Commissioner, if a Member desires to make any changes in Member colors, uniform appearance, designs of team helmets, designs of team uniforms, trademarks, or trade names, it must give written notice and

details thereof to the League on or before March 1 of the year prior to the year in which it wishes to change.

- (2) If, in the opinion of the Commissioner, the proposed changes result in any conflict with the Member colors and/or helmet and uniform designs of any other Member, and the Members involved are unable to agree upon a method of solving such conflict, the Commissioner shall have the right to designate the Member colors and/or the designs of the team helmet or uniforms to be used by the affected Members in such season.

#### Seats for Visiting Member

15.10 The home Member must reserve a total of twenty-five (25) seats for the visiting Member located within the 40 yard lines.

#### Game Postponed or Rescheduled

- 15.11 (A) All games shall be played on Saturday unless both competing Members agree to a change in the day of the game or unless such date is affected by other community or athletic events. In such event the day of the game may be changed to Sunday.
- (B) If a scheduled game cannot be played on the designated day, it will be rescheduled by the Commissioner.
- (C) Whenever a postponement is attributable to negligence by a Member, the negligent Member shall be responsible for all home Member costs and expenses, including gate receipts and contract income, subject to approval by the Commissioner.
- (D) All teams traveling via air, motor coach or train to play a regular season game must be scheduled to arrive in the game city or vicinity before eighteen (18) hours prior to the scheduled kickoff, unless adequate protection is provided for the squad to make the trip by other means of transportation.

#### Starting Times

15.12 The starting time for all regular season games shall be 9:00 a.m. at the site in which they are played, unless prohibited by local or state statute or authorized otherwise by the Commissioner.

#### Introduction of Players

15.13 Prior to the game, each Member is required to introduce (i) its Head Coach, and (ii) its full squad as a unit. A representative sampling of the photos of the home and visiting unit along with a full roster of complete and accurate information must appear in all pregame programs. A League representative shall be at the home Member location to verify the rosters for the home and visiting Member. If any players are not officially

registered with supporting documents, those players will be deemed ineligible and not allowed to play in any sanctioned game until authorized by the Commissioner.

#### Complimentary Tickets

15.14 The following rules govern the complimentary ticket policy for preseason, regular season, playoff and championship games:

- (A) A “complimentary ticket” is any ticket which is issued free as a courtesy by the home Member for a seat or location reflected on the Member’s ticket manifest and which otherwise would be salable.
- (B) The home Member may deduct up to 25 tickets from the category listed on its ticket manifest. Categories include, but are not limited to, players, coaches, Member personnel, officials, League employees, media, local dignitaries, bus drivers, etc.

#### Playing Surface

15.15 All Members must provide a League approved playing surface and exercise reasonable care and diligence in protecting the field from any condition which may render the field unfit or endanger the playing condition of the home field.

15.16 Teams playing on natural grass surfaces should sod or seed the field after the regular season.

#### Restrictions

15.17 Bull horns, klaxons, megaphones and other noisemaking devices are banned from parks in the BCFL.

15.18 No person except authorized Members and League personnel and accredited members of the media shall be permitted to enter a dressing room or space of any participating Member on the day of a game.

#### Game Films

15.19 The home Member shall provide the visiting Member facilities and vantage points equal to its own for the filming of the game for coaching purposes.

15.20 A Member that films its home games from more than one sideline vantage point shall inform future opponents, with whom films are to be exchanged, of that fact and must provide each opponent true copies of films taken from the vantage point preferred by the opponent.

## Commentating

15.21 A home Member may provide an announcer to offer play by play commentary during games. The commentary shall be impartial and not offer any information to provide an unfair advantage to the home Member. Such commentary includes words or phrases which may be interpreted as signals or codes, signs, gestures, notes, email, texts, pictures or any such information sent from the press box to the sideline is prohibited. A home Member that is in found in violation shall be fined not less than one thousand dollars (\$1,000). The Commissioner shall additionally hold an investigation and render judgment which may include the following;

- (A) Forfeiture of any win in which illegal commentating was used'
- (B) Suspension of coaches, staff, employees or volunteers
- (C) Ban of coaches, staff, employees or volunteers from all BCFL events
- (D) Removal of Member or organization from the League

15.22 Music may be played by the announcer during halftime only. Music must appeal to the entire audience at each home game and shall not provide any offense to race, gender, culture or religion. A home Member may provide a marching band which is allowed to render instrumental musical selections during time outs, end zone celebrations and half-time.

Article XVI  
Divisional Playoff Games

Pairings and Priority

16.1 The top two Members from each division will participate in the postseason. Tie games are calculated as one-half game won and one-half lost.

16.2 Pairings for the playoffs will be as follows:

The four post season participants from each division will be seeded as follows:

- (1) The division champion with the best record
- (2) The division champion with the second-best record
- (3) The division champion with the third-best record
- (4) The division champion with the fourth-best record

If two or more division champions finish with the same won-lost-tied percentage at the end of the regular season, ties will be broken pursuant to section 20.4(B).

In the first round, the division champion with the third-best record (the #3 seed) will play the Member with the second-best record (#2 seed), and the division champion with the fourth-best record (#4 seed) will play the Member with the best record (#1 seed). The top seeds will host the games. The winners of these games will compete for the League Championship.

Division Ties

16.3 If, at the end of the regular season, two or more Members in the same division finish with the best won-lost-tied percentage, the following steps will be taken until a champion is determined:

TWO MEMBERS	THREE OR MORE MEMBERS*
<ol style="list-style-type: none"> <li>1. Head-to-head (best won-lost-tied percentage between the Members.)</li> <li>2. Best won-lost-tied percentage in games played within the division.</li> <li>3. Best won-lost-tied percentage in common games.</li> <li>4. Best won-lost-tied percentage in games played within the conference.</li> <li>5. Strength of victory.</li> <li>6. Strength of schedule.</li> </ol>	<ol style="list-style-type: none"> <li>1. Head-to-head (best won-lost-tied percentage between the Members.)</li> <li>2. Best won-lost-tied percentage in games played within the division.</li> <li>3. Best won-lost-tied percentage in common games.</li> <li>4. Best won-lost-tied percentage in games played within the conference.</li> <li>5. Strength of victory.</li> <li>6. Strength of schedule.</li> </ol>

<ul style="list-style-type: none"> <li>7. Best combined ranking among conference teams in points scored.</li> <li>8. Best combined ranking among all teams in points scored and points allowed.</li> <li>9. Best net points in common games.</li> <li>10. Best net points in all games.</li> <li>11. Best net touchdowns in all games.</li> <li>12. Coin toss.</li> </ul>	<ul style="list-style-type: none"> <li>7. Best combined ranking among conference teams in points scored.</li> <li>8. Best combined ranking among all teams in points scored and points allowed.</li> <li>9. Best net points in common games.</li> <li>10. Best net points in all games.</li> <li>11. Best net touchdowns in all games.</li> <li>12. Coin toss.</li> </ul> <p>*Note: If two Members remain tied after a third Member is eliminated during any step, tie-breaker reverts to Step One of two-Member format.</p>
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### Sudden Death

- 16.4 The sudden-death system to determine the winner shall prevail when the score is tied at the end of the regulation playing time of a division playoff game.

Under this system the teams will decide offense and defense via coin toss. The offense will begin at the opponent's 25 yard line and have chance to score until defense rests after four downs. Teams may try for a field goal or touchdown within the 25 yards. Teams will alternate this system until a winner is decided via scoring. After the third sudden-death period, and teams score a touchdown, teams must kick extra points to determine the winner.

### Playoff Rosters

- 16.5 Rosters for the Members participating in the playoffs will be frozen after October 1.

Article XVII  
League Championship Games

Supervision

17.1 The Big City Football League Championship games shall be under the supervision, control, and direction of the Commissioner, and the Commissioner shall establish the date, starting time, and the ticket price of the games.

Nevertheless, all provisions relating to the site of the games and to the division and distribution of proceeds of said games shall require approval of the affirmative vote of not less than three-fourths of the Members of the League.

All questions arising in connection with said games not specifically provided for herein or covered in the playing rules of the League shall be decided by the Commissioner.

Tickets

17.2 Tickets shall be printed under the Commissioner's direction, and the cost thereof shall be charged as an expense of the game. Tickets shall be made available as promptly as possible following the determination of the teams to participate therein. There shall be no complimentary tickets for the game.

17.3 The Commissioner shall have the authority to order the home Member to honor reserved seat requests in the following priority:

(A) Tickets for the League office.

(B) Tickets for media.

(C) Tickets for the visiting Members in such quantity as the Commissioner deems necessary.

Schedule and Site

17.4 The playoff winner with the highest seed will be the home team.

Officials

17.5 The Commissioner shall select all persons to officiate at the League Championship games, and in making such selection shall not invite nor be required to observe any recommendations or objections from Members, coaches, or employees in respect to the officials therein.

Game Receipts

17.6 The game receipts shall include all receipts from the sale of tickets, whether presented for admission or not, and any additional amounts received for radio, television and video. Such receipts shall be deposited into the League Treasury.

The program receipts, including sums for advertising or sale thereof and concessions, shall belong to the home Member, and any profit or loss thereon shall be for the account of the home Member. Neither the League or the visiting Member shall share in the program or be responsible there for.

17.7 After all income from the game from whatever sources has been computed, the Treasurer of the League, after approval by the Commissioner, shall first pay the following amounts there from:

(A) Stadium rental and all other expenses involved in the staging of the game, including the authorized halftime entertainment, and game official's expenses.

Balance of the income, if any, shall be distributed by the formula as fixed by resolution of the Members of the League.

#### Halftime Entertainment

17.8 Halftime entertainment shall be provided by the home Member under the supervision of the Commissioner, and the cost of the same shall be charged to and paid as an expense of the game.

#### Visiting Member Travel

17.9 The visiting Member shall be allowed transportation and hotel expenses for fifty-five (55) persons.

#### Sudden Death

17.10 If a League Championship game results in a tie score at the end of regulation play, the sudden-death system of determining the winner shall prevail as described in Section 16.5 hereof. Rules for time-outs will be the same as in a regulation game.

## Article XVIII

### Preseason and Postseason Games

#### Preseason Games

- 18.1 No Member shall schedule a preseason game without the approval of the Commissioner. The preseason game shall be completed and the dates and participants named at the Annual Meeting of the League. Should a conflict exist at the time of the League meeting, the Commissioner will be empowered to make any changes necessary to complete the preseason schedule so it can be presented to the membership for approval.
- (A) All restrictions upon the right of Members to participate in preseason games may be imposed by the affirmative vote of not less than three-fourths of the Members of the League.
  - (B) Each preseason game contract shall be approved by the Commissioner and the rules and procedures for sharing gross gate receipts shall be the same as those applicable to regular season games, as set forth in Section 16.1.
  - (C) All Members shall schedule not more than one (1) preseason game each season, to be scheduled on consecutive weekends prior to the first regular season weekend. Any exception to this rule must be approved by the Commissioner.

#### Postseason Games

- 18.2 No Member shall participate in any non-League game after the Championship game shall have been played, except that the Member winning the Championship game must play or is eligible to play any non-League game contracted for by the League.

#### Prohibited Games

- 18.3 No Member may play a non-League game of any kind against a Member that (i) is not recognized by American Youth Football or (ii) a Member that does not play according to the requirements of the BCFL and (iii) standard state high school rules and regulations.

#### Player Participation

- 18.4 Except for games sanctioned and approved by the League, no player may participate in any game between the time of the completion of the last regular season game of his Member and July 1 of the following year.

Article XIX  
Coaches

Eligibility

19.1 All Members and organizations are responsible for the staffing of each football and cheerleading squad of the organization. The criteria used in the coach selection process shall include, but is not restricted to the following;

- (A) Fitness for the job;
- (B) Training and certification
- (C) Experience
- (D) Interview and background check

Term

19.2 Coaches will be appointed for one (1) calendar year, starting March 1 and continuing until a replacement is named.

Sideline Apparel

19.3 All coaches of the Members and organizations must wear league approved sideline apparel. Approved sideline wear includes the following;

- (A) Member organization baseball cap, or other approved cap for weather conditions;
- (B) Member organization polo shirt or performance wear;
- (C) Khaki slacks or shorts of the same color and style;
- (D) Running, walking shoes or football cleats
- (E) Member jackets or outerwear

Prohibited Apparel

19.4 No coach, officer or administrator of any Member or organization may wear any of the following on the sideline of practice or League event;

- (A) Football jerseys
- (B) Apparel with any phrases, slogans or words which agitate or provoke opposing Members or organizations
- (C) Excessive jewelry including earrings, large chains, and rings other than signet, graduation or wedding rings

- (D) Any coach, administrator, employee or supervisory official of any Member or organization found in violation will be subject to a fine of not less than one hundred fifty dollars (\$150).

Article XX  
Notices

Type of Notice

- 20.1 Unless the Constitution and Bylaws specify a different form of method of notice, all notices required to be given under any provision of the Constitution and Bylaws shall be in writing or by e-mail, facsimile or other similar means of communication, addressed to the last known address of the addressee; all notices by mail shall be deposited in the U.S. Mail, postage thereon prepaid.

Article XXI  
Amendment of Constitution and Bylaws

Amendment After Notice

- 21.1 (A) The Constitution and Bylaws of the League may be altered or amended by the affirmative vote of not less than three-fourths of the Members of the League at any annual meeting of the League, provided fifteen (15) days written notice of the proposed amendment is given to the Members in advance of such meeting or any recessed session thereof; further provided that if any Member introduces an amendment proposal which involves the competitive aspects of the game, such proposal must be submitted in writing to the League office a minimum of thirty (30) days in advance of any Annual Meeting of the League. If notice of at least 12 hours prior to the vote is given and such alteration or amendment carries the unanimous approval (in the case of an alteration or amendment which involves the competitive aspects of the game; majority approval in all other cases) of a duly appointed standing committee of the League vested with the authority to make a recommendation on the subject matter of such amendment, such alteration or amendment may be approved by three-fourths of the Members of the League convened at any Annual Meeting or recessed session thereof.
- (B) If any amendment or alteration of the Constitution and Bylaws is adopted or fails of adoption at an Annual Meeting of the League under circumstances wherein such proposal required a vote of three-fourths of the Members of the League, the action on the proposed alteration or amendment cannot be changed at any recessed session of such Annual Meeting except by the unanimous vote of all of the Members of the League.

Amendment Without Notice

- 21.2 This Constitution and Bylaws may also be altered or amended by a unanimous vote of all the Members at any meeting, special, annual or otherwise.

Special Provisions for Amendment of Constitution and Bylaws

- 21.3 Anything in this Constitution and Bylaws to the contrary notwithstanding, may not be altered or amended without the unanimous consent of all Members of the League.

Name of Proposer

- 21.4 Whenever an amendment or alteration to the Constitution and Bylaws is submitted for approval, such must indicate the author of the proposal.