

## CHAPTER I - MEMBERSHIP

### A. MEMBERSHIP

#### Section 1 - Application for ACBL Membership

##### 1.1 New Member

- 1.1.1 Any person may apply for ACBL membership in accordance with administrative procedures established by Management.
- 1.1.2 The membership application for each individual shall include a provision requiring disclosure of any prior discipline by any other bridge organization for a new member. Failure to disclose such discipline shall be grounds for suspension or expulsion from the ACBL.
- 1.1.3 New members that have had memberships in other bridge organizations or continue to hold membership in other bridge organizations MUST report both that affiliation and the rank achieved. Failure to report these will result in loss of any points or titles won that were not won in open events. Such new members will not be eligible for events or races that are below the comparable rank that they have achieved in other organizations.
- 1.1.4 First time new members may provide club rating point receipts and/or references to points won at tournaments. Upon verification, the points won, to a maximum of 20, at clubs and/or tournaments will be credited to the member's record upon joining ACBL.

##### 1.2 Renewal or Reinstatement

- 1.2.1 Any person may apply for ACBL renewal or reinstatement of ACBL membership in accordance with administrative procedures established by Management.
- 1.2.2 The membership application for each individual shall include a provision requiring disclosure of any prior discipline by any other bridge organization and of any since the last renewal. Failure to disclose such discipline shall be grounds for suspension or expulsion from the ACBL. Management may grant such an application unless there is cause to refer the application to the ACBL Appeals and Charges Committee to conduct a hearing (the "Hearing") and render a decision on the application.
- 1.2.3 Causes for referral by Management include, but are not limited to, previous expulsion from ACBL or previous expulsion or suspension from another bridge organization or a non-ACBL bridge event.

1.2.4 The Hearing shall be conducted in accordance with the procedures set forth in the ACBL Code of Disciplinary Regulations for disciplinary hearings. The decision of the Appeals and Charges Committee shall be final and shall be reported promptly to the Board of Directors.

1.2.5 The Appeals and Charges Committee shall make one of the following decisions:

1.2.5.1 Accept the person's membership application.

1.2.5.2 Deny the person's membership application with instructions that this person shall not be permitted by Management to join ACBL for a specified period of time or indefinitely. The committee may also prohibit the person from playing as a non-member in any ACBL sanctioned event that has a sectional or higher ranking.

1.2.5.3 Deny the application with permission to reapply after a specified time. The Committee may instruct Management upon such reapplication, if any, to:

- a. accept the application without referral if there has been no new cause for referral; or
- b. refer the reapplication to the Appeals and Charges Committee for a second hearing.

The Committee may also prohibit the person, upon reapplication, from playing as a non-member in any ACBL sanctioned event which has a sectional or higher ranking.

1.2.5.4 Management shall maintain a record of applicant names per the above.

### 1.3 Renewal Fees

1.3.1 When members pay their renewal fees within 90 days of their expiration date, the term for which they are paid will begin from the date that their membership originally expired.

### 1.4 Former Members who Rejoin ACBL

1.4.1 No member, having once achieved an ACBL Masterpoint ranking, may thereafter participate in any event, or receive any award, intended for players of a lower ranking, except as specifically authorized in other ACBL regulations.

## **Section 2 - Definitions and Rights of ACBL Membership**

### **2.1 Membership Rights**

In accordance with Article III, 3.2 of the ACBL bylaws, the following voting rights, term, characteristics, rights, limitations and obligations shall attach to all classes of membership as follows:

- 2.1.1 Shall have the right to vote in any election in which the general membership is the electorate as long as he or she is a member in good standing;
- 2.1.2 Shall have an obligation to adhere to the rules and regulations of the ACBL;
- 2.1.3 Shall have such limitations as imposed by rules and regulations of the ACBL or actions of an ACBL disciplinary body;
- 2.1.4 Shall be able to run for an elected ACBL position as long as he or she is 18 years of age or older, and there are no other age requirements for the position.

### **2.2 Classes of Membership**

In addition to those rights and obligations listed in Section 2.1 above and in accordance with Article III, 3.2 of the ACBL bylaws, the following voting rights, term, characteristics, rights, limitations and obligations shall attach to each class of membership as follows:

#### **2.2.1 General Member:**

- 2.2.1.1 Shall be a member as long as dues are current.

#### **2.2.2 Life Master:**

- 2.2.2.1 Shall be required to remit an annual service fee or dues in order to receive the following services.

- a. Receive Bridge Bulletin
- b. Participate in some ACBL-sanctioned events.
- c. Receive any subsidy or remuneration from ACBL.

- d. Participate in and receive recognition for achievement in Masterpoint races.
- e. Have an article published on the ACBL website or in the Bridge Bulletin

### 2.2.3 Life Member:

2.2.3.1 Shall be a member through the member's life time.

2.2.3.2 Those members who joined or rejoined ACBL prior to January 1, 1996, and continuously maintained their membership who achieve Life Master shall be subject to an annual service fee. The rights and obligations of Life Members are the same as those for Life Masters.

### 2.2.4 Honorary Member:

2.2.4.1 Shall have free entries to NABC events for one year.

2.2.4.2 Shall have an article published and a photo on the Bridge Bulletin cover.

2.2.4.3 Shall have a letter of congratulations from the ACBL Board of Directors signed by the President.

### 2.2.5 Junior Member:

2.2.5.1 Shall be a member as long as dues are current;

### 2.2.6 Patron Member:

2.2.6.1 Patron membership dues shall be established by the Board of Directors

2.2.6.2 Management will add check-off boxes for \$10 (or other) contributions to the ACBL or Canadian Charity Foundations and ACBL Educational Foundation to the Patron Member Membership and Renewal Form.

2.2.6.3 Patron membership benefits shall be determined by ACBL management, subject to approval by the Board of Directors.

### 2.2.7 Century Club

2.2.7.1 Century Club will be established for members who reach 100 years of age and an appropriate mention will be made in the Bridge Bulletin of this achievement.

### 2.3 Definition of Member in Good Standing

2.3.1 An ACBL member shall be deemed to be in “good standing” when such member's dues, if dues are required, are current and such member is not currently:

- a. expelled,
- b. serving a term of suspension,
- c. serving indefinite probation,
- d. serving a probation the initial term of which was 24 or more months
- e. serving a term of probation following a suspension, the initial term of which was in excess of 90 days.

2.3.2 A member who is not in good standing as defined herein shall not be entitled to:

- a. Serve in any elected or appointed position in ACBL.
- b. Receive any subsidy from ACBL.
- c. Participate in and receive recognition for achievement in Masterpoint races.
- d. Receive recognition for achievement in Masterpoint rankings on the ACBL website or in its official publication.
- e. Have an article published on the ACBL website or in its official publication.

2.3.3 In order to participate in a National-rated event at an NABC, a person must be an ACBL member whose service fee or dues is current.

## Section 3 - Residency

3.1 Members of the ACBL belong to the unit in which they reside.

3.2 If a member desires to belong to a Unit in which he/she does not reside, the member must specifically make this request in writing (email is permissible) to the ACBL stating the unit of preference and the reasons for the request. Further, if the unit is not in the same district as where he/she resides, both districts must approve the membership in the other district.

3.3 The following are some of the reasons why a member would be given permission to belong to a unit outside the district of residence. To warrant consideration, a

player should meet at least two of the six reasons listed:

- a. Plays at least once a month in a club in that unit.
- b. Attends STaCs or sectionals in that unit at least twice a year.
- c. Attends the annual unit dinner and/or annual membership meeting.
- d. Participates in unit Special events.
- e. Serves on the Unit Board and/or Unit committees.
- f. Serves on the District Board and/or District committees.

- 3.4 The membership approval granted by a District in which the member does not reside may be reviewed by that district from time to time to assure the above criteria continue to justify non-residency membership.
- 3.5 Members who have multiple residences may choose to remain a permanent member of one of the units in which they reside.

#### **Section 4 - Readmission**

- 4.1 Members in good standing who resign from the ACBL shall not be required to apply to the ACBL Board of Directors for readmission. No adverse implication shall attach to such a resignation. A "member in good standing" is one against whom no discipline is in force, and/or no disciplinary proceeding pending.
- 4.2 Former member Masterpoints
  - 4.2.1 A former member who has not paid dues for over 90 days, and has become a non-member, is entitled to pay dues that were due and owing for whatever period of time he had non-member status (this payment may be for only those years in which the non-member won points and for which the non-member wishes to pay).
  - 4.2.2 Any former member who reinstates for a three –year period will have all unrecorded Masterpoints credited at no charge. All Masterpoints earned during the non-member period for which payment is received will be recorded to the extent possible.
  - 4.2.3 Any member who pays his dues within 90 days after his membership paid-through date shall have his Masterpoints recorded free of charge, such dues payment credited from the original paid-through date, and no break in membership recorded.

## Section 5 - Disputes

- 5.1 Binding Arbitration - In accordance with the ACBL bylaws (Article III), every member in each category of membership shall be subject to regulations established by the Board of Directors establishing binding and compulsory arbitration to settle disputes involving the ACBL and its members,
- 5.1.1 Any dispute which is in any way related to membership in the American Contract Bridge League (ACBL), or any action for damages or injunctive relief against the ACBL, or any action to reverse, amend, modify or delay enforcement of a disciplinary action by the ACBL, regardless of the facts or the legal theories which may be involved, shall be resolved by binding arbitration before the American Arbitration Association (AAA) by a single arbitrator in accordance with the Commercial rules of AAA in effect at the time the arbitration proceeding is initiated. The arbitration hearing shall be held in the AAA's Southeast Case Management Center, located at 2200 Century Parkway, Suite 300, Atlanta, Georgia 30345 or at such other location as the parties may agree in writing. The arbitrator shall prepare in writing an award which includes the legal and factual reasons for the decision. The parties shall divide equally the costs of the arbitration and shall pay their respective attorney fees and expenses, but the arbitrator may assess all such costs and the prevailing party's attorney fees and expenses to the non-prevailing party in the arbitration award. The provisions of the Federal Arbitration Act shall apply to arbitration between the ACBL and its members.
- 5.2 Civil Actions vs. ACBL by Members
- 5.2.1 Any ACBL member who files a civil action (which may or may not result in arbitration) or submits a dispute to arbitration for damages (the "action") against the ACBL shall be automatically suspended from the ACBL upon the occurrence of any of the following (this does not apply to civil actions brought by ACBL employees for anything concerning their ACBL employment):
- a. a judgment in the action which is favorable to the ACBL;
  - b. a dismissal of the action by the court with or without prejudice;
  - c. failure by the ACBL member to prosecute the action for any consecutive six month period after filing of the action
  - d. a settlement of the action which does not specifically waive the provisions of this paragraph.
- 5.2.2 Such suspension shall be lifted only upon the occurrence of one of the following:

- a. payment by the ACBL member of costs incurred in the action by the ACBL, its officers, agents, representatives and insurers
- b. resolution by the ACBL Board of Directors absolving the ACBL member of payment of such costs. "Costs incurred in the action" shall mean all lawyers fees and expenses, witness fees and expenses, court costs and other costs related to the defense of the action. The ACBL Board of Directors or its designee, the Appeals and Charges Committee, shall make all determinations and decisions relating to the case by case implementation of this paragraph.