

## **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 ACBL 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 bridge 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 ACBL 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 discipline since the last renewal. Failure to disclose such discipline shall be grounds for suspension or expulsion from the ACBL. 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 ACBL 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 ACBL 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 ACBL 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 ACBL 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 (Effective June 15, 2020)**

In accordance with Article III, Section 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 With the exception of guest members, 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 With the exception of guest members, 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 subsection 2.1 above and in accordance with Article III, Section 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 his or her 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 the Bridge Bulletin;
- b. participate in some ACBL-sanctioned events;
- c. receive any subsidy or remuneration from the ACBL;
- d. participate in and receive recognition for achievement in masterpoint races; and/or
- 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 his or her 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 ACBL management will add to the Patron Member Membership and Renewal Form check-off boxes for \$10 (or other) contributions to the ACBL Charity Foundation or CBF Charity Fund and the ACBL Educational Foundation.

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 The 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.

2.2.8 Guest Member (Effective June 15, 2020)

2.2.8.1 May join the ACBL at no cost.

2.2.8.2 Former or current ACBL members may not join as guest members.

2.2.8.3 The guest membership benefits shall be defined by ACBL management policy.

### 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 an indefinite probation;
- d. serving a probation, the initial term of which was 24 or more months; or
- e. serving a term of probation following a suspension, the initial term of which probation 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 the ACBL;
- b. receive any subsidy or remuneration from the ACBL;
- c. participate in and receive recognition for achievement in masterpoint races;
- d. receive recognition for achievement in masterpoint rank promotion;
- e. have an article published on the ACBL website or in any ACBL publication;
- f. vote in any election in which the general membership is the electorate;
- g. serve as a club manager or Director;
- h. participate in events where such participation is prohibited by the conditions of contest;
- i. vote in a Hall of Fame election; and/or
- j. membership on the Goodwill Committee.

2.3.3 In order to participate in a National-rated event at a NABC, a person must be an ACBL member whose service fee or dues is current. Guest members are not allowed to participate in such events. (Effective June 15, 2020)

## Section 3 – Residency

3.1 Members of the ACBL belong to the Unit in which they reside. Residency for the purpose of elections shall be determined as set forth below or in Chapter XI – Special Events, A. Residency Requirements, Section 1 – GNT and NAP, except that

the date of determination for elections shall be May 31. (Effective April 1, 2019 and retroactive for all BOD candidates who have already filed for 2019 election. Effective June 1, 2019 for all BOD, First and Second Alternate and BOG candidates.)

- 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 their 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. For purposes of this subsection 4.1, 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 masterpoints 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 shall be credited from the original paid-through date and no break in membership shall be recorded.

## **Section 5 – Disputes**

- 5.1 Binding Arbitration - In accordance with the ACBL Bylaws, every member in each category of membership shall be subject to binding and compulsory arbitration to settle disputes involving the ACBL and its members providing that any dispute in any way related to membership in the ACBL, or any action for damages or injunctive relief against the ACBL, or any civil action to reverse, amend, modify or delay enforcement of a disciplinary action by the ACBL, shall be resolved by binding arbitration before the American Arbitration Association. A binding arbitration agreement in conformance with this regulation shall be set forth on the ACBL's website and may be updated from time to time on advice of counsel.
- 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 or arbitrator 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; or
    - d. a settlement of the action which does not specifically waive the provisions of this section.

- 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; or
  - 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 subsection 5.2.2.

**Chapter I (Sections B. Member Rankings; C. Dues and Life Master Service Fees; D. Goodwill, Ethics and Zero Tolerance; E. Marketing; F. Discipline and CDR; G. Education; H. Awards and Trophies; I. Junior Membership; and J. Bridge Federations) moved to Part 2 Bridge Operations.**