



NEW YORK STATE ATHLETIC COMMISSION

123 WILLIAM STREET
NEW YORK CITY, NY 10038-3804

Boxer/Promoter Contract

THIS AGREEMENT made and entered into this _____ day of _____ between _____, a boxing promoter duly licensed under the laws of the State of New York, (hereinafter referred to as "Promoter") and _____ of the City of _____, and State of _____, and a duly licensed professional Boxer (hereinafter referred to as "Boxer"), Federal Identification Number _____.

WITNESSETH: that said Boxer hereby agrees to enter into a boxing contest (hereinafter referred to as either "contest" or "bout") at (name of venue) _____ located on (street address) _____, in the City of _____, New York on the _____ day of _____, in the year of _____, for _____ rounds, to a decision with (name of opponent) _____, of the City of _____ and the State of _____, as his/her opponent, at a weight not to exceed _____ pounds at the official weigh-in as established by the New York State Athletic Commission (hereinafter referred to as "Commission") on a scale approved by the Commission. The Promoter agrees to pay, after said contest, and the Boxer agrees to accept as compensation, in full settlement of his/her claims and demands resulting from the performance by him/her of this contract the sum of _____ US Dollars, and/or _____ percent of the gross receipts derived from the sale of tickets for admission, less applicable federal and state taxes, compensation for ring officials, and all other expenses as directed by the Unconsolidated Laws and the New York Codes Rules and Regulations pertaining to professional boxing and the Commission.

IT IS UNDERSTOOD AND AGREED that as part of this agreement, said contestants in this bout shall use gloves furnished by the Promoter and said bout shall be conducted in all respects conforming with the Unconsolidated Laws and the New York Codes Rules and Regulations pertaining to professional boxing and the Commission. The referee(s) and

Commission Approval _____ Promoter Initial _____ Boxer/Mgr. Initial _____

judges for said contest shall be persons duly licensed to act in such a capacity and assigned by the Commission. If the Commission shall decide that the Boxer did not enter into this contract in good faith, or is guilty of an act detrimental to the interest of boxing, or the public interest, convenience, or necessity, the Boxer shall not be entitled to the within stated compensation, or any part thereof. The contestants to this bout acknowledge and consent to all decisions rendered by the Referee(s) or the Commission.

The Promoter and its designated licensees shall have the exclusive right to broadcast, transmit or reproduce pictures, either still or moving, of said bout by any means including, but not limited to, radio, television, and/or internet broadcast on a commercial or sustaining basis. This exclusive right shall be deemed to include pictures and/or sound of said bout including the contestants, and the right to use the names, photographs and likenesses of said contestants in conjunction with any publicity campaign relating to any broadcast, by either sight and/or sound, of said bout.

The Boxer hereby agrees to deposit with the Promoter either cash, certified check or accepted draft in the sum of _____ US Dollars, as forfeit money, to guarantee his/her appearance, making the contracted weight as agreed above, and for his/her due performance of this contract.

If said Boxer shall fail to appear or make the above agreed upon weight, or if said Boxer is not in suitable physical conditioning resulting in his/her failure to pass the required physical examination as provided for by the Unconsolidated Laws and the New York Codes Rules and Regulations pertaining to professional boxing and the Commission, then said forfeit money may, at the discretion of the Commission, be forfeited to the Promoter. Under these circumstances, the Promoter shall pay to the other contestant, _____, who is ready, willing and able to participate in this scheduled contest, as determined by the Commission, or his/her duly authorized manager, no less than fifty percent (50%) of the agreed upon compensation, irrespective of whether he/she actually participates in a scheduled contest, unless otherwise directed or authorized by the Commission. If the Promoter does not fulfill his obligations under this contract, other than breaches resulting from the failure on the part of either of the two contestants to appear, the Promoter shall then pay the Boxer, no less than fifty percent (50%) of the agreed upon compensation, unless the match is cancelled by mutual consent.

IT IS UNDERSTOOD AND AGREED that the Boxer shall personally report to the location designated by the Commission for his/her official weighing and medical examination in accordance with the Unconsolidated Laws and the New York Codes Rules and Regulations pertaining to professional boxing and the Commission. The Boxer shall present his or herself to a designated Commission representative, at the venue where the contest is to take place, no later than two hours prior to the scheduled time set for the contest unless otherwise directed by the Commission. Any default of this requirement shall be deemed a breach of this contract.

IT IS FURTHER AGREED that if said Boxer enters into another contest prior to the one herein contracted for and is defeated, or in any other way does anything calculated to lessen his present value as an attraction, the Promoter shall have the option to rescind and cancel this contract without further liability hereunder, provided such cancellation is approved by the New York State Athletic Commission.

The Boxer agrees to equip him/herself with a foul-proof guard or breast plate as provided for by the Unconsolidated Laws and the New York Codes Rules and Regulations pertaining to professional boxing and the Commission. This guard or plate shall be of his/her own selection, and of a type to be approved by the Commission. This equipment requirement obviates any claims being made for low blows during the contest. It is therefore expressly understood that this contest shall not be terminated by a low blow, as the protector(s) selected by the Boxer is, in his/her opinion, sufficient to protect against any so-called "low blow" and/or similar illegal blows which might temporarily incapacitate him/her.

Commission Approval _____ Promoter Initial _____ Boxer/Mgr. Initial _____

IT IS UNDERSTOOD AND AGREED that said Promoter is to make all arrangements for said contest, including a suitable and proper facility for the staging of said contest, along with such other conveniences and appliances as may be reasonably necessary or required by the Commission.

IT IS UNDERSTOOD AND AGREED that all parties to this contract either: (1) hold licenses as provided for in the Unconsolidated Laws and the New York Codes Rules and Regulations pertaining to professional boxing and the Commission; (2) or are otherwise authorized by the Commission to enter into this contract. All parties to this contract hereby warrant that they shall obtain all licenses, permits and authorizations necessary to participate in said boxing contest prior to the date of said boxing contest. No one shall be permitted to participate in said contest in any way who is not duly licensed or issued a permit by the Commission.

IT IS UNDERSTOOD AND AGREED that this contract, its addendums and/or codicils, either in whole or in part, shall not be enforceable until they have been submitted to and approved by the Commission.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

(Print Promoter's Full Name)

(Promoter's Signature)

(Print Boxer's Full Name)

(Boxer's Signature)

(Print Manager's Full Name)

(Manager's Signature*)

(Commission Representative's Full Name)

(Commission Representative's Signature)

*Managers signing on behalf of boxers MUST have a boxer/manager contract on file with Commission PRIOR to signing.

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