

North Carolina Boxing Commission

BOUT CONTRACT

As used in this contract, "Boxing Commission" shall mean the Boxing Commission of the State of North Carolina. This contract is made this ____ day of _____, 20__ at _____, by and between _____ of _____, (hereinafter "Promoter") a promoter duly licensed by the State of North Carolina, and _____ of _____, (hereinafter "Contestant").

Contestant agrees and shall appear and enter into a bout at _____ location for the Promoter on the ____ day of _____, 20__, at ____ p.m. and to compete in bout of ____ scheduled rounds against _____, who shall be the opponent and shall have a weight not to exceed _____ pounds plus or minus ____ pounds. The contestant further agrees to appear for weigh-in with a valid federal identification card at _____ location, on the ____ day of _____, 20__, at a time of _____, at a weight not to exceed _____ pounds plus or minus ____ pounds. All weights shall be taken on scales as provided by the regulations of the Boxing Commission. The Boxing Commission may enter fines for late arrival.

Promoter will pay Contestant the **Total Purse of \$**_____ dollars immediately after the conclusion of the bout. No deductions shall be allowed unless the amounts to be deducted are itemized below. The North Carolina Boxing Commission may deduct license fees and fines from the Contestant's purse as maybe incurred by the Contestant, the Contestant's manager and/or the seconds (cornerpersons). The promoter also agrees to provide travel expenses or other amenities as itemized below.

Should Contestant desire a Manager to be paid in full or in part by Promoter, then the following conditions must exist:

- a) Manager must be licensed by the Boxing Commission.
- b) A valid contract between Contestant and Manager must be on file with the Boxing Commission.
- c) The amount paid to the Manager may not exceed the contractual percentage set forth in item (b) and the Contestant must specify any such amount in the itemized deduction section below.

Contestant or Manager shall not be entitled to the compensation described above or any part thereof if the Boxing Commission determines that:

- a) Contestant and/or Manager, did not enter into the contract in good faith or had any collusive understanding or agreement regarding the results of the match; or
- b) Contestant did not give a good faith exhibition of skill; or
- c) Contestant and/or Manager have violated any of the laws, rules or regulations administered by the Boxing Commission.

Promoter shall pay to the Boxing Commission any compensation forfeited under the terms of the preceding paragraph. All parties agree to accept and to be bound by the decision of the Boxing Commission, which shall be final. The bout shall be conducted in all respects in conformity with the laws of the State of North Carolina and the rules and regulations adopted by the Boxing Commission, which are hereby made part of this contract. Contestant shall report for

weigh-in and medical examination in accordance with the rules and regulations of the Boxing Commission.

Deductions from the Contestant's "Total Purse" as stated below.

- \$25.00 fine for every 15 minutes late for weight in.
- \$25.00 fine for every 15 minutes late for fight check in.
- _____
- _____
- _____

Cost or Amenities to be paid by the Promoter in addition to the "Total Purse" stated below

- _____
- _____
- _____
- _____
- _____

The Contestant agrees to the following publicity activities:

- _____
- _____
- _____

The parties, for themselves, their heirs, executors, administrators, successors and assigns, hereby release and forever discharge the State of North Carolina and the Boxing Commission and each of their members, agents and employees in their individual, personal and representative capacities, from any and all actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever known or unknown, in law or equity, that the parties ever had, now have, may have or claim to have against any and all persons or entities named in this paragraph arising out of or by reason of this contract.

If Promoter or contestant breaches this contract, the non-breaching party shall have all remedies available at law or in equity. Promoter and contestant agree to fulfill in good faith the terms of this contract during the period covered by this contract. Promoter and Contestant agree to vest the Boxing Commission with authority to arbitrate disputes under contracts between promoters, managers and/or boxers. Any dispute under this contract may be referred and submitted to arbitration, in the following manner:

Within 30 days of the origin of such dispute or controversy, one or more of the parties hereto may notify the Boxing Commission in writing of the existence of such dispute and request arbitration. Whereupon the Boxing Commission shall by itself, or through its duly appointed agent, conduct a hearing at a time and place set by the Boxing Commission. Notification of the time and place of such hearing shall be given to all contract parties their last known places of address. The parties hereto agree in the event of submission of any such controversy to arbitration that the decision of such arbitrator shall be final and binding upon the parties hereto and each of them agrees to be bound thereby.

Promoter, Manager and Contestant further agree they have not and will not enter into any other contract or agreement, written or oral that could impact the fulfillment of this contract, unless said agreement is first submitted to and approved by the Boxing Commission. This

contract shall be submitted to and approved by the Boxing Commission. No modification or amendment to this contract shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with [and approved by] the Boxing Commission. To the extent any provision of this contract is in conflict with any statutory or regulatory provision of the State of North Carolina, the contractual provision will have no force and effect.

The statutes of the State of North Carolina and the rules and regulations of the Boxing Commission are incorporated into this contract.

Fighter's failure to fulfill this contract shall result in indefinite suspension and fines in the amount up to the total purse.

_____ Date _____
PROMOTER (*Signature Mandatory*)

_____ Date _____
CONTESTANT'S PRINTED NAME

CONTESTANT (*Signature Mandatory, no substitutions allowed*)

_____ Date _____
MANAGER (*Signature Optional*)