



**New York State
DEPARTMENT OF STATE
STATE ATHLETIC COMMISSION
123 William Street
New York, NY 10038-3804**

Telephone: (212) 417-5700
www.dos.ny.gov/athletic

BOXER-MANAGER CONTRACT

TO BOXERS AND MANAGERS CONTEMPLATING ENTERING INTO BOXER-MANAGER CONTRACTS:

This is a binding legal Agreement. Each of you is required to abide by and comply with all of the terms and conditions of the agreement. Before signing this Agreement, you should read it carefully, and make sure you understand it. This represents the entire Agreement between the Boxer and the Manager. No other arrangements between the Boxer and Manager will be recognized or enforced by the New York State Athletic Commission. No one may force you to sign this Agreement. You may discuss this Agreement with anyone you choose, including a lawyer, before you decide whether to sign it.

Each person or party acting as Manager must sign this Agreement. If more than one person or party is to act as manager, each will be deemed the agent for all others.

AGREEMENT made _____, 20__ between _____,
the “Boxer”, residing at _____,
and _____, the “Manager”, residing at _____.

1. The Manager engages the Boxer and the Boxer agrees for a period of _____ years from the date of approval of this contract by the New York State Athletic Commission to render skilled boxing services solely and exclusively for the manager in such Boxing and sparring contests and exhibitions, and training exercises including sparring, whenever required by the Manager, in the State of New York and elsewhere, as and where the Manager may from time to time direct.
2. The Boxer agrees not to participate during the continuance of this Agreement, in any sparring or boxing contests or exhibitions or training exercises, including sparring, except as approved or required by the Manager. The Boxer agrees to faithfully fulfill any contract for the rendition of boxing services, including training, entered into on his or her behalf by the Manager during the continuance of this Agreement, and to travel by any designated means of conveyance as and when required by the Manager for the purposes of this Agreement.

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3. The Manager agrees to use his or her best efforts to provide adequate training for the Boxer, and to secure for the boxer remunerative boxing contests and exhibitions. The Manager agrees to maintain continuously a valid Manager's License issued by the New York State Athletic Commission during the term of this Agreement, and this Agreement may, in the discretion of the Commission, be declared null and void during its term if the Manager is not duly licensed by the New York State Athletic Commission. The Manager shall keep complete and accurate accounts of all financial matters connected with the terms and conditions of this agreement, and such records shall be available for inspection by the Boxer and the Commission on demand. Unless otherwise specifically provided for herein, Boxer understands that Manager is not required pursuant to This Agreement to pay for training expenses, including but not limited to: sparring, gym fees, meals and/or other necessary items.

4. Any and all ring earnings, including purses, fees or other remuneration earned by, or on the behalf of, the Boxer for or in direct relation to boxing, sparring or training services rendered, or to be rendered, by the Boxer during the continuance of this Agreement shall be divided and distributed as follows: _____% to the Boxer and _____% to the Manager, after the deduction and payment or repayment of all necessary and reasonable training and transportation expenses incurred by or on behalf of the boxer in the performance of his or her duties hereunder, all distributions to be made within ten days of the receipt of same by the Boxer or Manager. Further Manager, hereby guarantees a minimum sum of \$_____ (US Dollars) to be earned annually by Boxer as remuneration for Boxer's participation in professional boxing contests and exhibitions. For the purposes of this paragraph "earned annually" shall mean the total aggregate value of all contracted purses before deductions and distributions.

5. The Boxer and the Manager each agree to and shall abide by the rules and Orders of the New York State Athletic Commission and the Laws of the State of New York, and the Laws of any other jurisdiction and the Rules and Orders of any other duly constituted Athletic Commission or its equivalent under whose jurisdiction boxing or managing services are performed or are to be performed by the Boxer or Manager during the continuance of this Agreement.

6. It is understood and agreed by and between the Boxer and the Manager that the services of the Boxer are extraordinary, exceptional and unique.

7. Neither the Boxer nor the Manager may assign, pledge, transfer or in any way encumber all or any portion of his or her rights, interests or obligations under this Agreement. Both the Boxer and the Manager certify and warrant that no person or party, other than themselves, directly or indirectly, in anyway has any interest or shares, or participates in any purses, prize fees or other remuneration earned by or on behalf of either the Boxer or the Manager, or as a result of rendering services by, to or on behalf of the Boxer or the Manager, for or in connection with any services provided or to be provided under this Agreement, except as have been approved by the New York State Athletic Commission under separate written agreement filed with the Commission.

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8. Both the Boxer and the Manager certify and warrant that there are no other written or oral agreements between them or with any other person or party, regarding the training of the Boxer, the services the Boxer or the Manager is to render, the remuneration earned or to be earned by either the Boxer or the Manager, or its division or distribution, the length of or renewal of this Agreement, or any matter relating, directly or indirectly, to Boxing or Managing services rendered or to be rendered by either the Boxer or the Manager during the term of this Agreement, except as have been approved by the New York State Athletic Commission under separate written agreement filed with the Commission.
9. At any time during the period of this Agreement, the New York State Athletic Commission may modify this Agreement or any portion of it, or declare this entire Agreement, or any portion of it, void, suspended or canceled, for any reason or in any manner the Commission, in its sole discretion and option, shall deem reasonable, including but not limited to: any instance wherein either party ceases to possess a valid license issued by the commission, or upon an adjudication by the commission that either party has substantially breached the terms thereof or as a result of a determination by the commission that a party has violated the law or rules of the commission. Further, This Agreement shall be automatically terminated if the license of either party is revoked by the commission or if the manager fails to renew his license within 30 days after the expiration thereof. If the license of either party is suspended, the contract shall not be binding upon the other party during the period of such suspension.
10. The Boxer and the Manager agree that the New York State Athletic Commission shall have the sole jurisdiction and authority, in its sole discretion and option, to mediate, arbitrate or otherwise resolve any and all disputes between the Boxer and the Manager arising under the Agreement or any portion of the Agreement. In the event of such dispute between the Boxer and Manager, the New York State Athletic Commission may, in its sole discretion and option, intercede in said dispute, for the purposes of mediating the dispute and may, in its sole discretion and option, arbitrate said dispute by notifying both the Boxer and the manager in writing of its intent to do so, and both the Boxer and Manager agree that in the event the Commission chooses to arbitrate any dispute between the Boxer and the Manager the decision rendered by the Commission shall be final and binding on both the Boxer and the Manager.
11. The Boxer and Manager each specifically represent, agree and understand that no agreement for the provision of boxing or management services, whether oral or written, including this Agreement, shall be binding unless approved by and filed with the New York State Athletic Commission. The Boxer and the Manager each represent certify and warrant that there are no facts known to them which would prevent them from executing this Agreement, performing under it and being held responsible for compliance with its terms.

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12. The Boxer and the Manager each acknowledge that he or she has read this Agreement, understands and agrees to its terms and has received a copy of it.

Boxer (Print Name)

Boxer (Signature)

Manager (Print Name)

Manager (Signature)

Witnessed:

Dated:

Commission Representative

19 NYCRR 207.19

It is common for a person or entities who are not licensed as a promoter to partake in a boxing promotion held under auspices of a licensed promoter.

Please be advised that pursuant to 19 NYCRR 207.19, a person who directly or indirectly serves as a Manager may not also serve as an officer, director, shareholder employee, principal or owner of an unlicensed participant in a promotion, conducted under the auspices of a licensed promoter unless otherwise authorized by the Commission.

New York State Athletic Commission

Initial _____

Date _____