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

New York State Athletic Commission

OFFICIAL BOUT CONTRACT

Promoter:_____

Boxer:_____

Boxer's Federal ID Number:_____

Date of Bout:_____

Venue: _____, **New York**

Title Bout: ☐ **Yes or** ☐ **No; ➡ if yes, specify title(s):**_____ _____

Number of Rounds:_____**Contract Weight:**_____

Boxer's Opponent: _____

THIS CONTRACT is made and entered by and between_____,
(PROMOTER)
a professional boxing promoter licensed under the Laws of the State of New York, with a principal place of business
located at_____,
(Promoter's address)
And, _____, a professional boxer with Federal Identification Number _____
(BOXER (Federal Identification Number)
residing at_____.
(Boxer's address)

Hereinafter, collectively referred to **as the PARTIES.**

In consideration of the mutual covenants and agreements hereinafter contained, the PARTIES hereto agree to and with each other as follows:

1. BOXER agrees to appear at and enter into and PROMOTER agrees to hold a professional boxing bout located at
_____,
(name and address of venue)
within the State of New York, on the_____day of_____20_____, for_____rounds to a decision with
(day) (month) (year) (rounds)
_____,
(name of Boxer's opponent)

2. The PARTIES agree that the laws of the State of New York and the Rules, Regulations, policies and procedures of the New York State Athletic Commission (Commission) shall exclusively govern this Contract and shall be adhered to at all times in regard to the performance of this Contract. Such laws, rules, regulations, policies and procedures shall be incorporated by reference herein as if fully set forth in text. Boxer warrants that he shall be licensed as a boxer by the Commission at the time of the weigh-in and subject bout.

3. The PARTIES agree that the Boxer's weight shall not exceed_____pounds at the time of the official weigh-in for the subject bout. The official weigh-in shall take place in such manner and at such specific time and place as designated by the Commission. The Boxer's weight as determined by the Commission at the official weigh-in shall be deemed the Boxer's official weight for purposes of the subject bout and this Contract.

4. PROMOTER agrees to pay and BOXER agrees to accept as compensation for his/her participation in the bout a **Purse** amount of $_____ (U.S. Dollars).

5. PROMOTER and BOXER agree that an amount representing the Purse minus all authorized deductions and distributions shall be paid at the conclusion of the bout directly to BOXER, unless otherwise approved or ordered by the Commission. PROMOTER agrees to make no deduction(s) or distributions from the Purse amount stated in Paragraph "4" of this Contract except as provided in a Rider/Addendum signed by the Parties to this Contract and approved by the Commission, unless otherwise authorized or directed by the Commission.

Boxer's Initials _____ **Promoter's Initials** _____

6. The PARTIES acknowledge that BOXER may not be entitled to the compensation described above or any part thereof and that such amounts may be subject to forfeiture to the Commission, in the discretion of the Commission, if the Commission determines that **BOXER:**

a. Did not enter into the Contract in good faith or had any collusive understanding or agreement regarding the outcome of the bout;

b. Did not perform to the best of his/her abilities and in good faith, failed to complete the requisite licensing process, failed to undergo any medical evaluation required by the Commission, or is determined to be unfit to fight in relation to the subject bout; or

c. Has violated the laws of the State of New York or the rules and regulations of the Commission pertaining to the sport of boxing.

7. PROMOTER agrees to pay the Commission any compensation to be forfeited under the terms of the preceding paragraph. To the extent authorized under the laws of the State of New York and the rules and regulations of the Commission, the Commission shall thereupon dispose of said compensation by:

a. Forfeiture to the Commission;

b. Payment of all or a portion to the BOXER, minus any regulatory penalties; or

c. As otherwise determined by the Commission.

8. The PARTIES agree to provide all information and fees required by the Commission, including medical information, contracts, and other required information in a timely manner and form as directed by the Commission and prior to the official weigh-in. BOXER shall personally report to the location designated by the Commission for the official weighing and medical examination on time and as directed by the Commission. BOXER shall present himself/herself to a designated Commission representative at the venue where the subject bout is to take place no later than two hours prior to the scheduled time set for the subject bout, unless otherwise directed by the Commission.

9. The PARTIES agree that the gloves used in the subject bout must be of a make, model and condition satisfactory to the Commission and must be approved by the Commission. Gloves for bouts contracted at 147 pounds and below shall be 8 ounces, and for bouts contracted at a weight above 147 pounds shall be 10 ounces.

10. BOXER, with the approval of the Commission, hereby agrees to waive the "three knockdown rule" in relation to the subject bout, pursuant to 19 NYCRR §212.3.

11. The PARTIES agree to fulfill, in good faith, the terms and conditions of this Contract. It is understood and agreed that if BOXER enters into another bout prior to the subject bout and lessens his or her value, PROMOTER shall have the option of canceling this Contract. It is further understood that the Commission may take disciplinary action against the PROMOTER and BOXER pursuant to the Rules and Regulations of the Commission in the event of non-compliance with the terms of this Contract, activities undertaken contrary to the best interests of boxing, or any other violation of applicable laws and rules. BOXER agree(s) and represent(s) that he/she/they know of no physical, legal, medical or mental impediment to BOXER's participation in the subject bout or licensure as a professional boxer.

12. PROMOTER is responsible for and shall make all necessary arrangements in accordance with Commission's Rules and Regulations for said professional boxing bout, including a suitable and proper facility for the staging of said bout, along with such other conveniences, equipment and appliances as may be reasonable, necessary or required by the Commission.
The PARTIES agree that the subject bout shall be conducted in all respects in a manner conforming to the laws, rules and regulations of the State of New York and the Commission pertaining to professional boxing. The PARTIES agree and consent to all decisions rendered by the referees, judges and Commission with regard to the subject bout.

13. The PARTIES agree that 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, be either sight and/or sound, of said bout. If the bout is recorded for broadcast, or if PROMOTER arranges for the recording of the bout for any other reason, PROMOTER will provide a copy of such recording to the Commission, and hereby grants the Commission permission to use any images, pictures, sounds, recordings, broadcasts or transmissions of said bout necessary for the purpose of carrying out its regulatory responsibilities, in the Commission's reasonable discretion, including but not limited to the conduct of Commission trainings, reviews and/or inquiries in relation to the subject bout. BOXER, if male, agrees to equip himself with a foul-proof guard of his own selection, of a type to be approved by the Commission, which will obviate the necessity of any claim being made for a low blow during the bout. It is expressly understood and agreed by the PARTIES that this bout is not to be terminated by a low blow, unless otherwise directed by the Commission, ringside physician or referee, as the protector selected by the BOXER, is, in his opinion, sufficient protection to withstand any low-blow which might otherwise incapacitate BOXER.

Boxer's Initials _____ **Promoter's Initials** _____

14. PROMOTER agrees that if the subject bout is cancelled without BOXER's consent due to no fault of BOXER or BOXER's agents and so long as BOXER is ready, willing and able to participate in the scheduled bout at the time of such cancellation, as determined by the Commission, BOXER shall be paid by PROMOTER no less than fifty (50%) percent of the agreed upon compensation, unless otherwise directed or authorized by the Commission, pursuant to 19 NYCRR § 208.19.

15. The PARTIES agree that a signed copy of this Contract shall be submitted to and filed with the Commission within forty-eight hours after the execution of such Contract and at least ten business days prior to the subject bout, unless otherwise authorized by the Commission for good cause shown. No modification or amendment to this Contract shall be binding upon the PARTIES unless the same is in writing, signed by the PARTIES, and filed with and approved by the Commission. The PARTIES acknowledge and agree that this Contract, its addendums, riders, and/or codicils shall not be valid or enforceable unless and until approved by and filed with the Commission, and that the Commission shall, in its discretion, have the authority to invalidate, enforce, mediate, arbitrate or modify this Contract and any such addendums, riders and/or codicils.

16. All notices or other communications required or permitted to be given under this Contract shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, email, or mailed regular or certified mail to a party at the address listed herein for that party or to the last known address on file with the Commission for that party. The PARTIES understand and agree that it is the responsibility of each party to notify the Commission immediately in the event of a change of address.

17. The PARTIES agree that no party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the consent of the Commission.

18. In the event that any provision of this Contract is found to be unenforceable, this Contract shall be construed as if such provision did not exist and the remaining provisions shall remain in full force and effect.

19. This Contract (including, if applicable, a Rider signed by the Parties to this Contract and approved by the Commission) constitutes the entire agreement of the PARTIES and as such is intended as a complete and exclusive statement of the promises, representations, negotiations and other agreements that may have been made in connection with this specific subject matter, provided, however, that if a multi-bout agreement is in force, it will be filed as required by the Federal Professional Boxing Safety Act/Muhammad Ali Act, as amended, and will be incorporated herein to the extent possible.

IN WITNESS WHEREOF, the PARTIES hereto affix their signatures on the date indicated below.

BOXER: _____ Date: _____

PROMOTER: _____ Date: _____

THE PORTION BELOW IS FOR STATE ATHLETIC COMMISSION USE ONLY

The Foregoing Bout Contract has been:

☐ APPROVED

On behalf of the Commission, by:

_____ _____

Name Printed *Title*

_____ Date: _____

Signature

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NEW YORK STATE OF OPPORTUNITY.

New York State Athletic Commission

OFFICIAL BOUT CONTRACT RIDER/ADDENDUM

Promoter_____ and Boxer_____,
(the Parties) hereby agree to supplement the Bout Contract dated _____in relation to a professional boxing bout to take place at (venue)_____, New York, to be held on (date of bout)_____, as set forth below.

1. PURSE AMOUNT: **$**_____

2. PURSE DEDUCTIONS BY PROMOTER (OPTIONAL). Parties agree the following will be deducted from Boxer's Purse:

Promoter Deductions (check all that apply) *All checked items will be taken from purse*	Deduction Amount or "To Be Determined" (TBD)
□ Boxer's License ($10.00):	$ _____
□ Seconds' Licenses/Permits ($10.00/License, $20.00/Permit):	$ _____
□ Manager's License/Permit ($30.00/License, $20.00 Permit):	$ _____
□ Medicals – Annual Physical ($75.00):	$ _____
□ Medicals – Blood Work (TBD):	$ _____
□ Medicals – Drug Testing ($13.49-$126.98):	$ _____
□ Fingerprints ($84.95):	$ _____
□ Training Expenses:	$ _____
□ Taxes/Federal withholdings:	$ _____
□ Sanctioning Fees (TBD by Sanctioning Org.):	$ _____
□ Airfare/Travel Expenses:	$ _____
□ Other:_____	$ _____
□ Other:_____	$ _____
□ Other:_____	$ _____
A. **Total Deductions from Purse by Promoter:**	**$**_____

3. PURSE DISTRIBUTIONS TO BE PAID DIRECTLY TO THIRD PARTIES (OPTIONAL). Boxer and Promoter agree that Boxer is and shall remain at all times solely and exclusively responsible for any and all obligations, debts and responsibilities arising from contracts, settlements or other agreements Boxer may have with any third party/parties, including but not limited to payment of manager's fees. Boxer authorizes and directs Promoter, and Promoter agrees, to distribute the following portions of the Boxer's Purse by separate check(s) made payable directly to the following persons/entities (third parties), as listed below:

Person/Entity to Receive Purse Distribution	Amount of Purse Distribution
_____	$ _____
_____	$ _____
_____	$ _____
A. **Total Direct Distributions to Third Parties:**	**$**_____

4. **Purse Amount To Be Paid Directly To Boxer After Bout** (Line 1, less Lines 2A and 3A): **$**_____

In Witness Whereof, Boxer and Promoter hereby affix their signatures:

Boxer:_____ Date: _____

Promoter:_____ Date: _____

Commission Approval by: _____ Date: _____

THIS RIDER/ADDENDUM SHALL NOT BE VALID UNTIL SIGNED BY THE PARTIES AND APPROVED BY THE COMMISSION.