

Nevada Athletic Commission

IMPORTANT NOTES REGARDING BOXER/MANAGER CONTRACTS

- 1) Both the boxer and the manager must be licensed for the current year.
- 2) You have to make an appointment to come to our office, it CAN NOT be signed outside of the commission office.
- 3) Maximum term is four (4) years.
- 4) Maximum percentage to manager(s) is thirty-three and one-third percent (33 1/3%).

Contact the commission office if you have any questions regarding the boxer/manager contract.

Telephone (702) 486-2575

Fax (702) 486-2577

E-mail NSACInfo@boxing.nv.gov

Nevada Athletic Commission MANAGEMENT AGREEMENT

THIS AGREEMENT, Made this **day of** by and between of, (whether one or more, hereinafter referred to as the ("Manager")), and **UNARMED COMBATANTS NAME**, of **CITY, STATE** professional unarmed combatant ("Contestant").

WITNESSETH:

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

- 1. Definitions.** In this agreement, the words and terms used herein, unless the context otherwise requires, shall have the meanings ascribed to them in Nevada Revised Statutes ("NRS") and Nevada Administrative Code ("NAC") Chapter 467.
- 2. Engagement.** It is agreed and understood that Manager is engaging the sole professional services of Contestant, to take part in all contests of unarmed combat, and also to give exhibitions of unarmed combat and training exercises.
- 3. Duties of Contestant.** Contestant will use his or her best skill and ability, at such times and places as may be required by Manager. Contestant agrees to place himself or herself under the management of Manager, and also agrees to take part in such contest of unarmed combat and also give exhibitions of unarmed combat, training and training exercises, whenever and wherever required by Manager, in such places of public entertainment and/or amusement, and in such cities, towns and other places, without limitation, where Manager may from time to time request or direct. Contestant binds himself or herself and agrees to faithfully fulfill and live up to any agreement entered into on his or her behalf by the Manager, during the term of this agreement. Contestant agrees that he or she shall not, during the continuance of this agreement, take part in any contests or exhibitions of unarmed combat, or act or perform or otherwise exercise Contestant's talent in any manner, or place, how or whatsoever, without having first obtained the written permission of Manager. Contestant shall attend all rehearsals and attend to all training and exercising as Manager shall require, and shall proceed and travel, by any means of conveyance as and when required by Manager for the purposes of this agreement.
- 4. Duties of Manager.** Manager binds themselves and agree to use their best efforts to secure remunerative contests and exhibitions of unarmed combat for Contestant.
- 5. Term.** In consideration of this agreement, the parties hereto mutually bind themselves for a period of **FOUR (4) years**, with no extension option, for which period this agreement shall remain in full force and effect.
- 6. Distribution of Earnings.** It is agreed by the parties that the earnings from all contests, exhibitions and performances of unarmed combat herein mentioned in this agreement shall be divided as follows: **THIRTY THREE AND ONE THIRD PERCENT (33 1/3 %) to Manager , SIXTY SIX AND TWO THIRDS PERCENT (66 2/3 %) to , Contestant.**
- 7. Suspension of Manager.** In the event that Manager shall be suspended by the Nevada Athletic Commission (the "Commission"), and such suspension shall be permanent, this agreement, insofar as it relates to contests and exhibitions of unarmed combat in the State of Nevada, at the option of Contestant, shall forthwith terminate. In the event that such suspension is not permanent, then during the period of such suspension Contestant may contract individually for his or her services and during such period of suspension Manager shall not be entitled to any percentage of the earnings of any contests or exhibitions of unarmed combat engaged in by said Contestant.
- 8. Arbitration.** Pursuant to NAC 467.102, controversies arising between the parties hereto shall be referred and submitted to arbitration in the following manner; Within thirty (30) days after the origin of such dispute or controversy, either or both of the parties hereto may notify the Executive Director of the Commission of the existence of such dispute and of his, hers, or their desire and willingness to refer such dispute to arbitration, whereupon, the "Chair" of the Commission shall appoint a representative of the Commission ("the Arbitrator") to conduct a hearing at such time and place as may, in the opinion the Arbitrator, be convenient to all interested parties and witnesses. Notification of the time and place of such hearing shall be given to all interested persons by mail at their last known address. The parties hereto agree in the event of submission of any such controversy to arbitration that the decision of the Arbitrator shall be final and binding upon the parties hereto and each of them agree to be bound thereby.
- 9. Applicable Law.** It is understood and agreed that the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The terms of this agreement shall in all respects be in conformity with the laws of the State of Nevada, and the rules and Regulations now or hereafter adopted by the Commission, which laws and rules are hereby made a part of and incorporated into this agreement. It is agreed by all of the parties that action arising out of this agreement, shall be commenced in the State of Nevada.

10. Assumption of the Risk. The Contestant understands that by participating in a contest or exhibition of unarmed combat, that the Contestant is engaging in an abnormally dangerous activity. The Contestant further understands that this participation subjects the Contestant to a risk of severe injury or death. The Contestant, with full knowledge of this risk, nonetheless, agrees to enter into this agreement and hereby waives any claim that the Contestant or Contestant's heirs may have against the Commission and/or the State of Nevada as the result of any injury the Contestant may suffer as a result of Contestant's participation in any contest or exhibition of unarmed combat in the State of Nevada.

INITIALS OF CONTESTANT _____.

11. Release. The parties to this agreement, for themselves, their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge the State of Nevada and the Commission and each of their members, agents, and employees in their individual, personal and representative capacities, from any and all manner of 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 of the persons or entities named in this paragraph arising out of, or by reason of this agreement, or any other matter.

12. Indemnification. The parties to this agreement, jointly and severally hereby indemnify and holds harmless the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities against any and all claims, suits and actions, brought against the persons named in this paragraph by reason of this agreement and all other matters relating thereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees which may be incurred by the persons and entities named in this paragraph as a result of said claims, suits and actions.

13. Original and copies of Agreement. The original of this agreement shall be kept on file by the Commission and a copy of this fully executed agreement will be provided to each party.

14. Entire Agreement and Modification. This agreement and its attachments constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the specific subject matter hereof. All prior agreements are superseded and excluded with regard to the specific terms contained herein. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with the Commission.

15. Proper authority. The parties hereto represent and warrant that the person executing this agreement on behalf of another party, if applicable, has the full power and authority to enter into this agreement.

16. Severability. If any provision in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable.

17. Notices. All notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or mailed regular or certified mail to the appropriate party at the last known address on record with the Commission. It is understood by the parties that it is the responsibility of each party to notify the Commission of any change of address.

18. Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. Assignment. Neither party shall assign, transfer nor delegate any rights, obligations or duties under this agreement without the prior verbal or written consent of the Commission or the Executive Director of the Commission.

IN WITNESSETH WHEREOF, the parties hereto affix their signatures on the date written above.

Signed and delivered in the presence of:

, Witness

Manager

, Witness

Contestant

STATE OF NEVADA
COUNTY OF CLARK

NOTARY PUBLIC _____

SIGNED before me this ____ day of, 20 ____ by Executive Director, Witness, MANAGER and CONTESTANT .