**PROMOTER/ATHLETE CONTRACT**

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| --- | --- | --- | --- | --- |
| This contract made this day/month of |      ,  | 20 |      ,  | by and between |
|  |
| (Promoter and Athlete)  |       | of the City of |       |
|  |  |  |  |
| and State of  |      , | a Promoter duly licensed under the laws of the Pascua  |
|  |  |  |
| Yaqui Tribe  |       | (License No.) (hereinafter “Promoter”),  | and  |       |
|  |  |  |  |
| of the City of |       | and State of  |      , | and Federal I.D. Number is  |
|  |  |  |  |  |
|        | (hereinafter “Athlete”).  |  |  |
|  |
| Athlete agrees to enter into an agreement at the site location of  |       |
|  |  |
| in the City of  |      , | and State of  |       | on the day/month of  |
|  |  |  |  |  |
|      , | 20 |       | for  |       | rounds to a decision with  |
|  |  |  |  |  |  |
|       | of the State of |       | and Federal I.D. Number is  |
|  |  |  |  |
|      . |  |  |  |
|  |
| The Promoter agrees to pay athlete, and Athlete accepts, a purse in the amount of  |
|  |
| $      | and, in addition, other expenses as follows:  |       |
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|       |
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|       |

All purse amounts shall be made immediately after the conclusion of the bout directly to the Athlete by the Commission.

Promoter agrees to make no deduction from the purse monies to be paid to an Athlete unless Athlete agrees to such a deduction, and only if such deduction is itemized as an addendum to this contract, if approved by the Commission.

Should Athlete desire Manager to be paid directly by the Promoter, Athlete must initial here

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|      , | and the Manager must be currently licensed and have a managers licensed  |

application on file with the Commission.

Athlete or Manager may not be entitled to the compensation described above or any part thereof if the Commission decides that Athlete and Manager, or either of them: (1) Did not enter into a

contract in good faith or had any collusive understanding or agreement regarding termination of

the bout, (2) Athlete did not give a good faith exhibition of his/her skills, (3) Athlete and/or Manager has violated the laws, rules or regulations administered by the Commission.

Promoter shall pay to the Commission any compensation to be forfeited under the terms of the preceding paragraph. To the extent authorized under tribal law, the Commission shall thereupon dispose of said compensation in accordance with applicable statues and regulations including, but not limited to: (1) forfeiture to the Commission, or (2) payment of all or a portion thereof to Athlete or Manager, minus any statutory/regulatory penalties. All parties agree to accept, and to be bound by, the decision of the Commission which shall be final.

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| It is understood and agreed that the weight of the gloves shall be  |      . |  It is understood |

and agreed that the Commission must approve all gloves, and that all gloves will be furnished by the Promoter and his/her own expense.

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 Pascua Yaqui Tribe as well as the rules and regulations now, or hereafter adopted by its Commission.

The Athlete understands by participating in a contest, that the Athlete is engaging in an abnormally dangerous activity. The Athlete further understands that this participation subjects the Athlete to a risk of severe injury or death. The Athlete, with full knowledge of this risk, nonetheless, agrees to enter into this agreement and hereby waives any claim that the Athlete or Athlete’s heirs may have against the Pascua Yaqui Athletic Commission as the result of any injury the Athlete may suffer as a result of the Athletes participation in any contest.

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| INTIALS OF ATHLETE: |       |

The parties, jointly and severally hereby indemnify and hold harmless the Pascua Yaqui Tribe and the Athletic 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 names 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.

**If a Promoter or Athlete breaches this contract, the non-breaching party shall have all remedies available at law or in equity.**

Promoter and Athlete agree to fulfill, in good faith, the terms and conditions of this contract during the period covered by this contract. It is understood and agreed that if the Athlete enters into another contest prior to this bout and lessens his/her value, the Promoter shall have the option of modifying or canceling this contract. The Commission reserves the right to take any disciplinary action against the Athlete.

The promoter is responsible for and shall make all necessary arrangements in accordance with the Commission rules/regulations for said contest.

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| OTHER ITEMS agreed to by Athlete and Promoter include:  |       |
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|       |

**This contract shall be submitted to and approved by the Commission before weigh-ins.**

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 Commission.

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| --- | --- |
| Promoter Signature:  |  |
|  |  |
| Athlete Signature: |  |
|  |  |
| Manager Signature:  |  |
| **NET PAY=** | $ |
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| **DEDUCTIONS WERE:** |       |
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**Athlete Signature upon receiving payment:**

**Athletic Commission Representative Signature:**