



New York State Athletic Commission

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

OFFICIAL BOUT CONTRACT FOR PROFESSIONAL MIXED MARTIAL ARTS (MMA)

Promoter: _____
Combatant: _____
Combatant's Primary Language (if not proficient in English): _____
Combatant's National ID Number: _____
Date of Bout: _____
(Month) (Day) (Year)
Venue Name: _____
Venue Address: _____
Title Bout: ☐ Yes or ☐ No (If yes, specify title(s): _____
Number of Rounds: _____ Contract Weight: _____
Purse amount: \$ _____
Combatant's Opponent: _____

THIS CONTRACT is made and entered by and between _____,
(Promoter)

a professional MMA 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 mixed martial artist with
(Combatant)

National ID No. _____ residing at
(National Identification Number)

(Combatant'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 wish each other as follows:

1. COMBATANT agrees to appear at and enter into and PROMOTER agrees to hold a professional MMA 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 Combatant'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. Combatant shall be licensed as a professional mixed martial artist by the Commission at the time of the weigh-in and subject bout.
3. The PARTIES agree that the combatant's weight shall not exceed _____ pounds (+/- 1) 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 combatant's weight as determined by the Commission at the official weigh-in shall be deemed the combatant's official weight for purposes of the subject bout and this Contract.
4. PROMOTER agrees to pay and COMBATANT agrees to accept as compensation for his/her participation in the bout with a **Purse** in the amount of: \$ _____ (U.S. Dollars).

Combatant's Initials _____

Promoter's Initials _____

Official Bout Contract for Professional Mixed Martial Arts (MMA)

5. PROMOTER and COMBATANT agree that an amount representing the Purse minus all authorized deductions and distributions shall be paid at the conclusion of the bout directly to COMBATANT, 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 of this Contract and approved by the Commission unless otherwise authorized or directed by the Commission.
6. COMBATANT acknowledges that COMBATANT may be subject to nonresident alien (NRA) withholding if COMBATANT is a foreign person, which is typically defined by the United States Internal Revenue Service as an individual who is not a United States citizen or resident alien. Generally, a foreign person is subject to United States tax on its United States source income, including the compensation described in Paragraph "4" above. PROMOTER agrees to provide notice to COMBATANT of any and all applicable NRA withholding due to COMBATANT'S status as a foreign person by including in the Rider / Addendum annexed to this Contract the amount of the NRA withholding or the NRA withholding percentage to be applied to the compensation described in Paragraph "4" above, unless otherwise authorized or directed by the Commission.
7. The PARTIES acknowledge that COMBATANT may not be entitled to the compensation described in Paragraph "4" 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 **COMBATANT**:
 - 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 mixed martial arts.
8. PROMOTER agrees to pay directly to the Commission, rather than Combatant, 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 COMBATANT, minus any regulatory penalties; or
 - c. As otherwise determined by the Commission.
9. 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. PROMOTER shall notify COMBATANT of the start time, date and location of the official weigh-in as set by the Commission. COMBATANT shall personally appear at the official weigh-in on time unless authorized by the Commission. On the day of the bout, COMBATANT shall present himself/herself to a 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.
10. In accord with New York State Executive Order 26, the PARTIES agree and acknowledge that the Commission, in its sole discretion, may select, provide and direct language access services, including but not limited to an interpreter, to be provided to one or both of the PARTIES for communications with the Commission and its agents. The PARTIES agree and consent to utilize, coordinate with, provide access to, and fully cooperate with any such interpreter and language access services provided by the Commission. Any such interpreter and language access services will be provided free of cost to the PARTIES by the State Athletic Commission, and the use of such services shall not be rejected, declined or obstructed by the PARTIES or their agents.
11. 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 used for bouts contracted shall be no less than 4 ounces and no greater than 8 ounces, and shall be an appropriate size for each COMBATANT's hands, as determined and approved by the Commission.
12. COMBATANT, with the approval of the Commission and pursuant to 19 NYCRR §212.4, hereby agrees to waive the applicable weight difference allowance so long as the official weight of both COMBATANT and his/her opponent are within the same weight class.
13. The PARTIES agree to fulfill, in good faith, the terms and conditions of this Contract. It is understood and agreed that if COMBATANT enters into another bout prior to the subject bout and lessens his or her value, PROMOTER shall have the option of cancelling this Contract. It is further understood that the Commission may take disciplinary action against the PROMOTER and COMBATANT 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 MMA, or any other violation of application laws and rules. COMBATANT agree(s) and represent(s) that he/she/they know of no physical, legal, medical or mental impediment to his/her participation in the subject bout or to licensure as a professional mixed martial artist within the State of New York.
14. PROMOTER is responsible for and shall make all necessary arrangements in accordance with Commission's Rules and Regulations for said professional MMA 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 MMA. The PARTIES agree and consent to all decisions rendered by the referees, judges and Commission with regard to the subject bout.

Combatant's Initials _____

Promoter's Initials _____

OFFICIAL BOUT CONTRACT FOR PROFESSIONAL MIXED MARTIAL ARTS (MMA)

15. 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/streaming broadcast on a commercial or sustaining basis. The exclusive right shall be deemed to include pictures and/or sound of said bout including the combatants and the right to use the names, photographs and likenesses of said combatants in conjunction with any publicity campaign relating to any such broadcast or transmission by either sight and/or sound of said bout. If the bout is recorded for broadcast or transmission, 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 and a non-exclusive license 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.
16. COMBATANT, if male, agrees to equip himself with a foul-proof guard of his own selection, of a type to be approved by the Commission. It is expressly understood and agreed by the PARTIES that the protector selected by the COMBATANT, is, in his opinion, sufficient protection to appropriately protect his health and safety.
17. PROMOTER agrees that if the subject bout is cancelled without COMBATANT's consent due to no fault of COMBATANT or COMBATANT's agents and so long as COMBATANT is ready, willing and able to participate in the scheduled bout at the time of such cancellation, as determined by the Commission, COMBATANT shall be paid by PROMOTER no less than fifty (50%) percent of the agreed upon guaranteed bout compensation, unless otherwise directed or authorized by the Commission, pursuant to 19 NYCRR §209.11.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 with the Commission to the extent required by New York State laws and rules, and will be incorporated herein to the greatest extent possible.

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

COMBATANT: _____ 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:

(Print Name)

(Title)

X

(Signature)

(Date)



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OFFICIAL BOUT CONTRACT RIDER/ADDENDUM FOR MIXED MARTIAL ARTS (MMA)

Promoter _____ and Combatant _____,
(the Parties) hereby agree to supplement the Bout Contract dated _____ in relation to a professional MMA
bout to take place at (venue) _____, New York,
to be held on (date of bout) _____, 20_____, as set forth below.
(Month) (Day) (Year)

1. PURSE AMOUNT: \$ _____

2. PURSE DEDUCTIONS BY PROMOTER (OPTIONAL)

If a deduction is to be taken from the combatant's purse, (1) the box to the left of the deduction must be checked; (2) the amount to be deducted or; if the amount is not known at the time the Contract is signed, the words "To Be Determined" (or "TBD") is to be written in the space right of the deduction; and (3) the item must be initialed by both promoter and boxer in the spaces provided. Please note that ONLY the items to be deducted should be initialed. Parties agree the following will be deducted from Combatant's Purse:

Promoter Deductions (check all that apply)

All checked items will be taken from purse

	Deduction Amount or "To Be Determined" (TBD)	Promoter's Initials	Combatant's Initials
<input type="checkbox"/> Combatant's License (\$50.00):	\$ _____	_____	_____
<input type="checkbox"/> Seconds' Licenses/Permits (\$40.00/License):	\$ _____	_____	_____
<input type="checkbox"/> Manager's License/Permit (\$50.00/License):	\$ _____	_____	_____
<input type="checkbox"/> Medicals – Annual Physical (TBD):	\$ _____	_____	_____
<input type="checkbox"/> Medicals – Blood Work (TBD):	\$ _____	_____	_____
<input type="checkbox"/> Medicals – Drug Testing (TBD):	\$ _____	_____	_____
<input type="checkbox"/> Medicals – Other/Miscellaneous (TBD):	\$ _____	_____	_____
<input type="checkbox"/> Training Expenses:	\$ _____	_____	_____
<input type="checkbox"/> Taxes/Federal Withholdings: (Must Be Checked for Foreign Combatant):	\$ _____	_____	_____
<input type="checkbox"/> Airfare/Travel Expenses:	\$ _____	_____	_____
<input type="checkbox"/> Other: _____	\$ _____	_____	_____
<input type="checkbox"/> Other: _____	\$ _____	_____	_____

A. Total Deductions from Purse by Promoter: \$ _____

3. PURSE DISTRIBUTIONS TO BE PAID DIRECTLY TO THIRD PARTIES (OPTIONAL)

Combatant and Promoter agree that Combatant 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 Combatant may have with any third party/parties, including but not limited to, payment of manager's fees. Combatant authorizes and directs Promoter and Promoter agrees to distribute the following portions of the Combatant's purse by separate check(s) made payable directly to the following persons/entities (third parties), as listed below:

<u>Person/Entity to Receive Purse Distribution</u>	<u>Amount of Purse Distribution</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

A. Total Direct Distributions to Third Parties: \$ _____

4. Purse Amount to be Paid Directly to Combatant after Bout (Line 1, less Lines 2A and 3A): \$ _____

IN WITNESS WHEREOF, Combatant and Promoter hereby affix their signatures:

COMBATANT: _____ DATE: _____

PROMOTER: _____ DATE: _____

Commission Approved by: _____ Date: _____

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