



CONTRACT PARTICULARS

THE AGREEMENT

1. This Agreement made on ____/____/ 200__ is between _____ (herein and after referred to as the 'Promoter') and _____ (herein and after referred to as the 'Contestant').

The Contestant agrees to participate on ____/____/ 200__ in the event named _____ in a scheduled bout of _____ (number of rounds) by _____ minute rounds of BOXING / KICKBOXING/ MUAYTHAI / MMA (delete those not relevant) against _____ (opponents name) from _____ (country) at an agreed weight of _____ kilograms (_____ pounds).

WITHDRAWAL FROM A CONTEST

2. In the event of the aforementioned Opponent withdrawing from the contest the Contestant DOES / DOES NOT (delete one) agree to the Promoter providing a substitute contestant in consultation with the Contestant.

PROMOTION DETAILS

3. The Contestant agrees to appear at the Promotion to be held on the aforementioned date at the _____ (venue and address) starting at _____ am/pm.

WEIGH-IN PARTICULARS

4. The Contestant agrees to appear at the weigh in venue on time and at the aforementioned agreed weight, in accordance with the weigh in provisions of the Professional Combat Sports Act 1987 and Regulations. If the Contestant is over weight and does not make the agreed weight within the allotted time of 2 hours, he/she will pay a weight forfeit of AUD\$ _____

PURSE

5. The Promoter agrees to pay the Contestant the sum of AUD\$ _____ OR _____ % (delete one) of the gross receipts for the contest.

FORFEITS

6. If the Contestant is ready to fulfil his/her contract and the Opponent or approved substitute does not appear the Promoter instead of the purse will pay the Contestant the sum of AUD\$ _____.

ACKNOWLEDGEMENT:

PROMOTER INITIALS: _____

CONTESTANT/MANAGER INITIALS: _____

CONTRACT

CONTRACT BETWEEN: _____ and _____
PROMOTER CONTESTANT

1. The Contestant agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.
2. The Contestant agrees not to compete within _____ days in any other combat sport contest before the date of the contest without the Promoter's written agreement.
3. The Contestant must appear for the contest unless he or she is declared to be medically unfit, in which case the Contestant must produce a medical certificate stating the illness or injuries, and may be required by the Promoter to undertake a further examination by an accredited medical practitioner.
4. If the Contestant has not been declared medically unfit and fails to appear and engage in the contest, he or she will pay the Promoter the sum of AUD\$ _____
5. The Promoter agrees to pay the Contestant the full amount provided for in this contract immediately after the Contestant has fulfilled his or her obligations, unless the Contestant's purse is to be withheld or forfeited in accordance with the *Professional Combat Sports Act 1987* and Regulations.
6. If for any other reason than the failure of the opponent or substitute to appear, the contest does not take place, the Promoter agrees to pay the Contestant an amount set by the Western Australian Professional Combat Sports Commission as training expenses or liquidated damages, or both, unless the contract is cancelled by mutual consent.
7. All sums of money are stated in **Australian dollars**.
8. Special conditions binding on the Promoter and the Contestant:

AGREED IN SIGNING:

CONTESTANT'S SIGNATURE:	DATE:
CONTESTANT MANAGER'S SIGNATURE:	DATE:
PROMOTER'S SIGNATURE:	DATE:

CONTRACT DETAILS

CONTESTANT: Shall not be entitled to the compensation described above, or any part thereof, if the Contestant has violated any of the laws, rules and regulations administered by the City of Perth and country of Australia.

MEDICAL: The Contestant must provide proof of a current Medical Clearance and current Serology Report from a registered physician. This information is to be submitted no later than 10 days prior to the Event date. The Contestant must also have a professionally fitted mouthpiece prior to competing in the Event.

WEIGHT: The Contestant shall enter into this Event at the aforementioned weight and shall not exceed this weight at the official weigh-in which will be held at the specified time and place. From the commencement of the weigh-in, Contestants have a maximum of two (2) hours to make the specified weight if there are any discrepancies

RULES: Contestant will comply and shall be legally bound by the Western Australian Professional Combat Sports Commission rules established for the Event. The rules in no way shall be modified or changed. The Contestant acknowledges that he/she has read and understands the rules stated.

PUBLICITY AND MEDIA: Contestant hereby grants the Promoter and their affiliates the rights, separately and together, the authority to use the Contestants name, likeness and media for publicity and promotion involved with the event including any TV, magazines, newspapers, internet and all other publicity, advertising or promotion relating to the Event. At reasonable communication from the Promoter, the Contestant shall make himself available to the media for promotional interviews and appearances within reason.

USE OF CONTESTANTS NAME AND/OR LIKENESS: The Contestant grants and assigns the Promoter the sole and exclusive right to use the Contestants name and/or likeness in relation with the advertising, promotion or sale of the Event. The Contestant waives claim to any and all revenue generated from the sales of any media, merchandise and endorsements or any sales and revenue relating to the Event.

OFFICIAL EQUIPMENT/UNIFORM: The Contestant will be required to use the official equipment provided for the Event. This equipment shall include but not be limited to trunks, robe, mouthpiece and shoes if required, and 10oz gloves. Fighter is not allowed to use any personal sponsor or logo wear during the Event, unless provided by the Promoter.

FORCE MAJUERE: Neither the Contestant nor the Promoter shall be deemed in fault if performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, warfare, fire, earthquakes, strike, sickness, accident, civil commotion, epidemic and an act of Government, its' agencies or officers. Nor shall the Contestant or Promoter be deemed in default of due to any labour controversy or adjustment thereof or due to cause that is not entirely with in the Contestants or Promoters control, or which the Contestant of Promoter could not by reasonable due diligence be avoided.

NOTICE: Any notice, request, instruction or other document or instrument to be given hereunder to either party by the other shall be in writing and delivered personally or sent by Australian certified mail.

RESOLUTION: Any dispute arising under this Agreement shall be resolved in Perth by arbitration held in accordance with the rules of the Australian Arbitration Association. Both parties hereto agree to be bound by the Award in such arbitration and judgement upon the Award rendered by the arbitrator having jurisdiction thereof.

INDEMNITY: Contestant and Promoter shall indemnify one another, their respective officers, agents and employees from and against any and all manners of actions and claims arising either directly or indirectly, out of errors, acts, third parties, or occurrences during the, or in conjunction with the performances and services under this agreement.

GOVERNING LAW: This agreement shall be governed by and construed under the laws of the State of Western Australia, City of Perth.