

Boxer-Manager Agreement

This agreement (“**Agreement**”) is entered into by and between _____ (“**Boxer**”) and _____ (“**Manager**”). In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

Term

The term of this Agreement is hereby entered into this ___ day of _____, 20__ (the “**Effective Date**”) and shall continue until the first anniversary of the Effective Date, unless earlier terminated by Boxer, at any time and for any reason or for no reason at all, effective fifteen (15) days after written notice to Manager. Following termination, Manager shall remain entitled to payment for any Contest (defined below) that has taken place prior to such termination but for which Manager has not yet been paid as of such termination date, but Manager shall not be entitled to any further compensation under this Agreement.

Promotional Term

During the term of this agreement, if Manager negotiates any such promotional deal on behalf of fighter, Manager is due a percentage of the bouts remaining under the promotional agreement negotiated and executed by Manager. Fighter agrees in good faith to inform the new manager of such arrangements with old manager. When the old deal is terminated or expired, Manager is not due percentages for any future deals the Fighter obtains.

Manager Services

During the term of this Agreement, Manager shall provide the following services to Boxer: Manager shall serve as Boxer’s spokesperson and shall negotiate on Boxer’s behalf, and advise Boxer with respect to, the terms and conditions of each Contest or proposed Contest. With respect to each Contest, Manager shall negotiate the Boxer’s purse, travel arrangements and hotel accommodations, per diem. With respect to each Contest, Manager shall use reasonable efforts to ensure that Boxer has up-to-date medicals and is licensed through the applicable state commission.

Manager Covenants

In performing the Services, Manager agrees that he will promptly and faithfully comply with the rules of (i) the applicable boxing commissions of the states in which the Manager provides the Services, (ii) the Muhammad Ali Boxing Reform Act and (iii) any other applicable governing authority with regard to the Services contemplated to be rendered hereunder. Manager agrees that in performing the Services, Manager will not act in a manner adverse to Boxer’s interests in connection with Boxer’s professional boxing career.

Manager Authority

In no event shall Manager have the authority to bind or commit Boxer in any manner without the express prior written consent of Boxer.

Compensation

Amount. For each bout or exhibition negotiated by Manager during the term of this Agreement for which Boxer receives cash compensation (each such bout or exhibition, a “**Contest**”), Manager shall be entitled to a payment from or on behalf of Boxer in an amount equal to [] percent ([]%) of Boxer’s Gross Purse Amount.

Timing and Method. Payment to Manager under this Agreement shall be due no later than ten (10) days after Boxer receives payment for such Contest. Boxer may, but shall not be obligated to, elect to instruct any promoter to pay directly to Manager the amounts due to Manager under this Agreement with respect to such Contest in lieu of paying such amounts to Boxer as part of Boxer’s purse. If Boxer elects to instruct promoter to make such payments directly to Manager, (i) Boxer shall execute all documents reasonably required by the applicable state boxing commission to remit such fees directly to Manager and (ii) Manager shall pay over to Boxer, without deduction or set-off, any amounts Manager receives from such promoter under such arrangement in excess of the amount to which Manager is entitled in respect of such Contest under this Agreement.

Expenses

Manager shall be responsible for his own travel, commuting and telecommunications expenses and his own licensing or sanctioning fees to the applicable state commission for each Contest (Unless Boxer agrees to cover Manager’s travel). Boxer shall be responsible for his own training expenses and compensating his corner men. Any amounts advanced to Boxer by Manager shall be treated as a gift to Boxer by Manager, and Boxer shall not be required to reimburse Manager for any such advance unless such amount is documented in a separate agreement signed by Boxer and Manager, expressly describing such amounts as a loan to Boxer and setting forth the amount advanced and the terms of repayment (and any amounts advanced on behalf of Boxer shall be supported by written receipts). In the event Manager deems it reasonably necessary or desirable to engage legal counsel in connection with the enforcement of a Contest contract on Boxer’s behalf, Manager shall provide advance written notice to Boxer describing the scope of such engagement and an estimate of the fees and expenses to be charged and incurred by such counsel in connection with such engagement. Boxer shall not be responsible for any such fees or expenses charged or incurred by such counsel except with Boxer’s prior written consent. In any event, the aggregate fees or expenses charged or incurred by any attorney engaged by Manager on Boxer’s behalf for which Boxer shall be responsible shall not, in any event, exceed [two thousand dollars (\$2,000)] without Boxer’s genuine signature to a separate written document describing Boxer’s liability for such amount in plain language and setting forth the amount that Boxer is or may be obligated to pay. Notwithstanding the foregoing, Boxer shall not be required to pay any fees or expenses charged or incurred by any attorney engaged by Manager under this Agreement except pursuant to an itemized invoice from such attorney detailing the services provided, fees charged and expenses incurred in connection with such engagement.

Notices

All notices required under this Agreement shall be in writing and may be delivered by email, certified or registered mail, postage prepaid, by hand or by any nationally recognized private courier. Notices shall be effective (a) if by email, on the date sent, (b) if by mail, on the date three calendar days after the date of mailing and (c) if hand delivered or delivered by private courier, on the date of delivery. Any notice required under this Agreement shall be delivered to the notice address provided below.

Entire Agreement

This Agreement sets forth the entire agreement between parties with respect to the matters herein and supersedes any prior understanding, whether oral or written, between the parties with respect to the matters herein.

Amendment

No amendment to this Agreement shall be effective unless in writing and signed by both parties.

Assignment

Neither party may, without the express prior written consent of the other party, assign or transfer its rights or obligations under this Agreement to any other person.

Severability

If any term or provision of this Agreement contravenes or is invalid under any applicable federal, state or local law, court decision, rule, ordinance or regulation, this Agreement shall be construed as if such term or provision were deleted from this Agreement, and the remaining provisions of the Agreement shall not be affected thereby; provided, that if the deletion of such provision alters the benefits or burdens of any party hereto, the parties agree to negotiate in good faith to amend this Agreement as necessary to restore the benefits and burdens originally contemplated by the parties in entering into this Agreement.