



Oregon State Athletic Commission
500 airport Rd SE; Salem, OR 97301
Main Line (503) 871-5091 Fax (503) 540-1440

Professional Competitor of Unarmed Combat Sports and Promoter Contract

Contract Origination and Declared Parties

This contract made this _____ day of _____, at _____,
by and between _____ of _____ (hereinafter
“Promoter”) and _____ (hereinafter “Contestant”)
for the scheduled event date of _____, at the location of _____
and at the designated time of _____ (hereinafter “the Event”).

Contract Terms and Conditions

The above parties agree to and with each other to induce its acceptance of this contract as follows:

1. The parties acknowledge that ORS 463.185(9) grants the Superintendent or an authorized representative of the superintendent, authority to determine whether this contract conforms to the requirements of OAR 230-060-0020, and may cancel an event if an event contract does not conform. All contracts must be submitted to the Oregon State Athletic Commission in accordance to the time requirements prescribed in OAR Chapter 230, Division 60. Furthermore, compensation dispute resolutions carried out by the Oregon State Athletic Commission, can only take place when the contract is executed in conformity with the laws and rules which govern the regulations of the Event.

2. The Contestant agrees to appear and enter into an Unarmed Combat Sport contest for the Promoter at the location, date, and time specified above, at a weight not to exceed _____ pounds at the time and location of official Weigh-Ins set by the Oregon State Athletic Commission.

3. The Contestant agrees to fight _____ (name) as their matched opponent in the Event with the expectation that their named opponent's weight shall not exceed _____ pounds at the time and location of official Weigh-Ins set by the Oregon State Athletic Commission.

3.a. Title YES NO

3.b. Scheduled for _____, _____ minute rounds.

4. **Weigh In** – All competitor weight measurements shall be taken on official scales at a time and location to be set by the Oregon State Athletic Commission. A Commission Representative shall determine if the Contestant and opponent make their required weight. If the Contestant fails to make the weight agreed upon in this contract, but the Contestant and the named opponent nevertheless agree to the fight, a new weight shall be agreed upon and the Contestant agrees to forfeit 20% of his/her purse to the opponent named in this contract, as required under OAR Chapter 230.

5. **Compensation.**

5.a. The Promoter agrees to pay contestant the sum of \$ _____ for the Contestant's performance of this contract.

5.b. The parties agree that Promoter shall pay Contestant the compensation due following the post-fight medical examination and at a time designated by the Promoter and agreed upon by the Oregon State Athletic Commission.

5.c. In addition to the compensation paid to the Contestant in Section 5.a., the Promoter agrees to make the following compensation to the Contestant (include all forms of compensation including reimbursement of expenses):

6. **Purse Reductions** – The following applicable reductions may be made against the contestant purse for the Event:

- | | |
|---|--|
| <input type="checkbox"/> Medical Testing \$ _____ | <input type="checkbox"/> Sanctioning Fees \$ _____ |
| <input type="checkbox"/> Travel Expenses \$ _____ | <input type="checkbox"/> Manager \$ _____ |
| <input type="checkbox"/> Licensing Fees \$ _____ | <input type="checkbox"/> Lodging Expenses \$ _____ |
| <input type="checkbox"/> Other Expenses \$ _____ | |

The parties acknowledge that pursuant to OAR 230-060-070(3), any purse reductions not specified in this agreement shall not be allowed.

7. **Other Agreements** – The parties also agree to the following:

8. **Total Payment Due** - Competitor and promoter agree and understand that in no event will promoter honor any assignments executed by a competitor which will cause the compensation to be paid to a competitor by a promoter to be any less than 66-2/3% of the gross purse to be paid to a professional unarmed combat sports competitor nor will any deductions from the gross purse occur which will bring the compensation paid to a competitor to a level below 66-2/3% of said gross purse. Total payment to Contestant by the Promoter for the Event is:

Total Compensation: \$ _____

Total Reductions: \$ _____

Total Payment Due: \$ _____

9. **Appearances**

9.a. Contestant agrees to appear when and as directed by the Promoter at all reasonable times for event promotional purposes unless scheduled appearances are agreed upon in this contract and are indicated below:

9.b. Scheduled Appearances are designated at the following dates, times, and locations:

10. The Contestant understands that by participating in the Event the Contestant is engaging in a potentially dangerous activity which subjects the Contestant to a risk of severe injury or death. The Contestant, in full knowledge of the risk, voluntarily agrees to enter into this agreement and hereby waives any claim that the Contestant or Contestant's heirs or representatives may have against the Oregon State Athletic Commission or the State of Oregon as the result of any injury the Contestant may suffer as a result of Contestant's participation in this contest.
11. The parties agree to conduct the Event in accordance with the laws of the State of Oregon and in accordance with the statutes, rules, regulations and policies of the Oregon State Athletic Commission which are hereby made part of this agreement.
12. The parties agree that if Contestant, after signing this Agreement, enters into another contest prior to the Event contracted for herein, without the consent of Promoter, Promoter shall have the option to rescind and cancel this agreement without liability.
13. The Contestant and the Promoter both agree to enter into this contest in good faith and agree that the Event's outcome shall be determined solely by the honest competition skills of the contestants. The Contestant and Promoter attest by signing and entering into the contract that they know of no physical, legal, medical or mental impediment to Contestant's participation or licensure.
14. **Agreement Term.** This Agreement becomes effective on the date it is executed by both parties, and shall remain in effect until _____, unless terminated prior in accordance with other provisions of this Agreement
15. **Modification/Termination.**
 - 15.a. No amendment or modification of this Agreement is valid unless it is in writing, signed by both parties, and approved by the Superintendent or an authorized representative of the superintendent for compliance with statute and rule.
 - 15.b. This agreement may be terminated by the mutual consent of both parties. This Agreement may be terminated by either party upon ____ days' notice, in writing, and delivered by certified mail or in person. The Promoter shall provide written notification of the termination of this agreement to the Oregon State Athletic Commission at least 48 hours prior to the Event.

16. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, it shall be severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

17. **Integration.** This Agreement constitutes the entire agreement between the Parties and merges all prior and contemporaneous communications with respect to the Event.

BY EXECUTION OF THIS CONTRACT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Contestant:

Promoter:

Contestant Signature

Promoter Signature

Contestant Printed Name

Promoter Printed Name

Date

Promoter Company Name (dba)

Date

For Oregon State Athletic Commission Use Only:

- Contract Meets Requirements of ORS Chapter 463 and OAR Chapter 230
- Contract Fails to Meet Requirements of ORS Chapter 463 and OAR Chapter 230

Compliance Review By: _____

Date: _____

Disposition of Contract

- Approved
- Denied

Authorized Commission Signature: _____

Date: _____