

(FOR USE IN SUBMISSION OF PURSE OFFERS)***FOR OPENING OF PURSE OFFERS AT THE EBC HEAD OFFICE***

Date: _____

**EUROPEAN BOXING COUNCIL
PROMOTER AND BOXER****ARTICLES OF AGREEMENT**

(For use of Members of the European Boxing Council only, for Purse Bids ordered by the EBC)

AN AGREEMENT made this day of 20 between of
..... (hereinafter called "the Promoter") of the first part and
of hereinafter called "the Boxer") of the second part

1. Words and expressions defined in the Rules and Regulations ("the Rules and Regulations") of the European Boxing Council ("EBC") (save when the context otherwise requires and/or where otherwise provided herein) shall bear the same meaning wherever used in this Agreement.
- 2[a] The date and venue of the contest shall be that date notified to the European Boxing Council and the local Governing Commission by the Promoter within fourteen days of the opening of the purse bids.
- [b] The Boxer shall appear and box on that date and at that venue at pm in a contest of rounds of minutes each against
3. The Boxer shall weigh-in at Kg at a date and time to be notified to the Boxer by the Promoter at the same time as the date and venue of the contest is notified to the EBC.
If overweight the Boxer shall be allowed one hour to make the agreed weight.
4. The Promoter shall provide in his agreement with the opponent Boxer that the opponent Boxer shall weigh in at Kg (under similar conditions to the Boxer).
5. In the event the Boxer is overweight the local Governing Commission may take any action they deem necessary under Regulation 24 and/or 25 of the Rules and Regulations.
6. In the event of a Boxer failing to appear and box or to weigh-in as provided above in consequence of which the contest does not take place, he may be required to pay the Promoter damages and any such additional amount as may be assessed by the local Governing Commission.
7. In the event of the Promoter failing to promote the contest except in accordance with Articles 13(a) or 18 of the Agreement he may be required to pay the Boxer damages and any such additional amount as may be assessed by the local Governing Commission.
8. (a) In consideration for boxing as above the Promoter shall pay to the Boxer the sum of €..... or percent of the Purse Offer if he wins the said contest. € or percent of the Purse Offer if he loses and € or percent of the Purse Offer if the said contest is drawn. For the purpose of this Agreement it is agreed that the Purse Offer does not include Value Added Tax.

(b) The Promoter shall deduct such sum as may be payable in accordance with Regulation 9.34 of the Rules and Regulations and shall forthwith pay to the European Boxing Council (EBC) the monies so deducted.

NB: IN THE EVENT THAT THE BOXER IS CURRENTLY THE CHAMPION FOR THE RELEVANT CHAMPIONSHIP HE SHALL RECEIVE SIXTY PERCENT OF THE PURSE OFFER REGARDLESS OF WHETHER HE WINS, LOSES OR DRAWS THE CONTEST.

IN THE EVENT THAT THE BOXER IS THE CHALLENGER TO THE CURRENT CHAMPION FOR THE RELEVANT CHAMPIONSHIP HE SHALL RECEIVE FORTY PERCENT OF THE PURSE OFFER REGARDLESS OF WHETHER HE WINS, DRAWS OR LOSES THE CONTEST.

IN THE EVENT OF A VACANT CHAMPIONSHIP, ELIMINATOR OR FINAL ELIMINATOR THE PURSE WILL BE SPLIT 60% TO THE WINNER, 40% TO THE LOSER AND 50% IN THE EVENT OF A DRAW.

9. The Referee shall be appointed by the European Boxing Council from Referee list supplied by Local Governing Commission.
10. The Boxer shall not box publicly twenty-eight days before the date of the contest without the consent in writing of the Promoter and the European Boxing Council.
11. The Boxer, within thirty-six hours of the contest, shall be certified in a fit condition to box by a duly qualified Medical Officer appointed by the Promoter, or, if called upon to do so by the EBC, Governing Commission or the Promoter at any time by a Medical Officer appointed by the EBC or Governing Commission.
12. The Boxer shall from the date hereof until the contest conform in all respects to the reasonable arrangements made by the Promoter for, or in any way concerning the contest, and shall not be guilty of any act or conduct calculated or which might reasonably be expected to render him unfit to carry out the terms of this Agreement in all respects and will carry out all reasonable requirements of the Promoter which are put forward for the success of the contest and the fitness of the Boxer.
13. (a) IN THE EVENT OF THE BOXER BEING DECLARED MEDICALLY UNFIT TO FULFIL THIS ENGAGEMENT HE SHALL IMMEDIATELY NOTIFY THE PROMOTER, THE BOXER AGREES NOT TO ENTER INTO ANY OTHER AGREEMENT OTHER THAN THOSE REPORTED TO THE PROMOTER BEFORE THE TIME OF SUCH UNFITNESS, BEFORE HE HAS FULFILLED THIS CONTRACT, SUBJECT AS HERINAFTER PROVIDED.

(b) The Boxer shall notify the Promoter in writing within seven-days after being certified fit.

(c) The Promoter after being notified shall offer in writing within seven days a date for the contest contracted herein which shall take place at the first reasonable opportunity. In the event of the parties being unable to agree on the date, the EBC or Governing Commission, whose decision shall be final, shall decide.

(d) In the event of the contest not being fulfilled within twenty-eight days of reporting fit nothing shall prevent the Boxer from entering into an agreement to box before the date agreed for the fulfilment of this Contract, subject always to there being no contravention of Clause 10 of the re-arranged contest.

(e) In the event of the Promoter, for adequate reasons, not giving a date to the Boxer in accordance with the above provisions, thereafter each party shall be at liberty to enter into such other agreements as he may desire, and this Agreement shall be considered at an end.

The decision to what constitutes adequate reason shall be a matter for the EBC or Governing Commission, whose decision shall be final.

(f) If, however, the Boxer's unfitness is caused by his own misconduct such misconduct shall be reported to, and dealt with, by the EBC or Governing Commission.

14. Representatives of the EBC or Governing Commission and the Promoter should have access to witness the training of the Boxer at any time after the signing of this Agreement.
15. The Boxer shall be at the place of the contest at a date and time to be notified to the Boxer by the Promoter at the same time as the date and venue of the contest is notified to the EBC.
16. Three (3) Seconds are allowed free admission with the Boxer and the Boxer is entitled to bring one extra person to look after his financial interests.
17. In the event of the contest being in the open air and the tournament being postponed owing to weather conditions, the Promoter shall pay the Boxer such reasonable expenses as may be agreed or as failing agreement the EBC or Governing Commission may decide.
18. This Agreement shall be null and void in the event of the seated venue being not available by reason of strikes, force majeure, or by order of any authorised authority, and in the event of any decision of the European Boxing Council. affecting the contest or any of the parties concerned herewith, causing it to be impossible to hold the contest.
19. In the event there is a dispute as to any matter arising from the Agreement and whether or not this Agreement has been abandoned, rescinded or determined by forfeiture or otherwise and whether or not the claims arise under this Agreement or from the breach or abandonment thereof, it shall be referred for decision to the EBC or Governing Commission.

PLEASE NOTE: THE EBC WILL NOT ACCEPT A DATE FOR A CHAMPIONSHIP CONTEST FROM A PROMOTER WINNING A PURSE BID WHICH IS LESS THAN 21 DAYS FROM THE DATE OF OPENING OF THE PURSE BID.

AS WITNESS THEREOF the parties hereinbefore mentioned (or in each or either case a person authorised expressly, or by the application of the Rules and Regulations of the EBC, so to do) have hereunto set their hands the day and year first before written.

Signature.....

By or for the Promoter

Witness.....

Signature.....

By or for the Boxer

Witness.....

Contract authorised for use specifically for submission of purse bids.

STEPHEN SMITH
Secretary General