

## AGREEMENT TO SANCTION A KICKBOXING or MMA EVENT 2009

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009\_ by and between kick International, KICK, Inc, a Missouri not-for profit 501c3 corporation in the United States DBA / KICK international INC.(hereinafter referred to as "KICK") located at 101 W. Argonne Road Suite 11, St. Louis, MO. 63122, USA and \_\_\_\_\_ of the city of \_\_\_\_\_,

State of \_\_\_\_\_ Country of \_\_\_\_\_, (hereinafter referred to as promoter) to wit: Promoter is conducting an amateur Kickboxing or Mixed Martial arts event, as a event or fight card on the \_\_\_\_\_ day \_\_\_\_\_ Month of \_\_\_\_\_ 2009 at (Name of event site) \_\_\_\_\_ (address)

\_\_\_\_\_ in the city of \_\_\_\_\_, state of \_\_\_\_\_ (zip) \_\_\_\_\_; with \_\_\_\_\_ scheduled matches and scheduled with \_\_\_\_\_ titles (Titles must be listed), as follows (list all division titles and contenders by name and record): \_\_\_\_\_ (attach separate sheet if necessary). This event

will include only the discipline of either Kickboxing or Mixed Martial Arts .

2. The parties hereto agree that the above described Fight card will be a Fight card sanctioned by KICK. This document and fees must be received at the KICK offices 30 DAYS prior to any use of the logos of KICK or official announcement of any involvement of KICK, prior to any press releases, in any event all agreements, documentation, insurance riders or waivers and appropriate fees are required to be filed and paid within **30 working days prior to the date of any proposed event date. A \$200.00 LATE FEE WILL BE ASSESSED FOR ANY EVENT RECEIVED AFTER THE CUT OFF DATE .**

3. KICK agrees, in addition to sanctioning the Fight card, to carry out the following activities:

- a) Furnish Promoter with a copy of the applicable official KICK rules which may be found with current updates at [www.kickinternational.com](http://www.kickinternational.com).
- b) Permit Promoter to represent and advertise the Fight card described above as being conducted under KICK sanction, and may be termed MIXED MARTIAL ARTS (MMA) or applicable Kickboxing event as the promoter determines is best and in accordance with applicable state and Country, rules and regulations permitting such sports.
- c) Promoter IS REQUIRED TO HAVE a KICK representative present and KICK will designate a representative for the Promoter. All expenses of the KICK representatives ( two (2) are required for 12 or more matches) are to be paid in advance by the Promoter plus any applicable air travel or mileage driven paid at \$ .50 cents per mile round trip, plus Representative Fee of \$125.00 per day, hotel, and daily meal allowance. The representative serves as a non biased observer and must verify all mandatory documentation of the event and coordinate with the State Athletic commission as necessary.
- d) Provide the Promoter with the following information, if requested:
  - Names, addresses and phone numbers of fighters, managers, trainers, promoters, referees, announcers and judges.
  - Names of insurance agents providing medical and liability coverage of mixed Martial Arts and or Kickboxing.
  - Promoters event checklists, master score sheets and judges ballots.

4. Promoter agrees to undertake the following:

- a) To comply with all applicable state rules and regulations as well as the official KICK rules and regulations including, but not limited to weight divisions, weigh-ins, scoring, medical examinations and required on site Emergency Medical Assistance & physicians in attendance, judging, refereeing and competition rules. It is the responsibility of the promoter to verify amateur status as indicated on [Sherdog.com](http://Sherdog.com), and or [fcfighter.com](http://fcfighter.com), any competitor found to be listed as a professional competing as an amateur must be cancelled from the amateur competition. In the event of malicious injury to an athlete the competitor committing the injury and the promoter can and will be held liable for medical expenses of the injured competitor if the competitor is found to have not complied with the referees instruction or if the promoter blatantly encouraged actions which violated the rules as set forth.
- b) To purchase the Kick International insurance coverage as applicable included in this sanction agreement covering all competitors in the fight card for a minimum of \$10,000 accidental emergency medical treatment and \$10,000 accidental death and dismemberment, and name KICK as an additional named insured. This policy provided by the insurer of Kick International events carries a \$1,000.00 deductible which is required to be paid by the Promoter or fighter or trainer as per any applicable Promoter/Fighter/ trainer agreement. All injury claims must be submitted within 48 hours of an event injury. \$25,000 coverage required for Illinois.
- c) To pay all travel and training expenses or awards, travel expenses, expenses for room and meals which have been contracted for as allowable for amateurs and mandated for officials advertised as part of this sanctioned Fight card.

d) To hold KICK harmless and free from any and all liability or claims which may arise in connection with the Event card including but not limited to any and all claims which may arise from the arena or event site, as well as All competitors and/or participants, all officials and all spectators.

e) Purchase as necessary any required insurance of public liability, personal injury and property damage insurance covering facility and spectators of the event if required by the facility that the event will be held in, and to name KICK as an additional named insured.( A General Liability (GL) policy is available which may be purchased directly from Kick.

f) To coordinate, hire, or designate all working personnel at ringside, and hold a pre-event rules meeting with all officials, athletes or their representatives, announcers, scorekeeper(\$50), timekeeper(\$100), promoter and KICK liaison person. All pertinent ringside personnel Recommended fee for Referees (\$200ea) and three judges (\$100ea). All personnel will be designated and approved by the Kick liaison representative.

g) To be familiar with and have a working knowledge of all necessary documents from medical pre-fight examination releases, judges ballot, scorecards and master scorecards, fighter release/waiver forms and to insure that adequate personnel are on hand to facilitate the timely procedure of competition of all documentation as directed by the KICK liaison.

h) To advertise the KICK sanction, use the KICK logo on all printed material used for this sanctioned event, and to represent that the Fight card is sanctioned exclusively by KICK in all media releases and announcements. KICK events may not be co-sanctioned.

5. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Promoter agrees that KICK retains the right, power and authority to record, or to have recorded, any sanctioned event by any audio and/or visual electronic means and further agrees that KICK, or its designee, may broadcast and re-broadcast any and all recorded events in perpetuity throughout the world, without compensation to Promoter. Promoter shall not record by any electronic audio and/or visual means any sanctioned event without the prior written consent of KICK .

6. Promoter shall not enter into any agreement with any other party which shall obligate KICK to any other person, corporation, firm, or partnership without written consent of KICK.

7. This agreement may not be amended except by written amendment signed by both parties.

8. This agreement may not be assigned to any person, corporation, firm, or partnership without written consent of KICK.

9. This is a binding agreement which requires notarized signatures of the Promoter. Time is of the essence. This document must be received by the Board of Directors of KICK, only the Commissioner in office may bind the organization. All fees are registered for 2009 as follows in US. Funds by cashiers check or money order:

**INDICATE** by **X** and total amount! Each title must be paid for separately to obtain approval

\_\_\_\_\_ \$ 1,345 each day for Mixed Martial Arts or Kickboxing event sanctioning which includes a minimum Required competitor's secondary insurance policy \$10,000/ \$1,000 deductible emergency medical/ death policy

\_\_\_\_\_ \$ 2,040 each day for Event sanctioning upgrade includes \$25,000 competitor's major medical / \$1,000 deductible

\_\_\_\_\_ \$ \$1,000 fee for tournament sanction approval

\_\_\_\_\_ \$ 375 STATE TITLE (additional to sanction fee) for MMA, per title including belt

*Each belt as requested requires 14 day advance payment, to order*

\_\_\_\_\_ \$ 200 late fee to be assessed if sent less than 30 days prior to the event

\_\_\_\_\_ \$ 450 General facility Liability 1 Million dollar general liability for spectators

\_\_\_\_\_ \$ 105 for EACH ADDITIONAL NAMED Insured to be added to the GL policy

**Optional Event insurance for to cover competitors is available as requested and may vary by venue call to obtain your event insurance for a \$25,000 emergency medical event policy with GL or a \$50,000 policy with GL. All general Liability policies are available for one million / two million aggregate coverage.**

**Every participant must be a paid member of Kick International to be covered by insurance as mandated by the insurance carrier annual memberships fee is \$30.00 payable by the promoter if the contestant does not pay or is not already a member in good standing with Kick International**

\_\_\_\_\_ \$ TOTAL AMOUNT ENCLOSED MADE **PAYABLE TO KICK International** for which The Promoter agrees to pay in advance according to this binding agreement to be considered for sanctioning by Kick International.

Any promoter wishing to receive authorization for a title request must contact the KICK offices for title approval of date and competitors, the Promoter will then be placed on the events calendar and, at that time, will have 10 working days to complete all documents for sanctioning. If the event has not been not been approved within the 10 day period the title shall be placed of the

active list for any other promoter to apply for. KICK INC. may not be held responsible for any title request approval which has not been verified in writing by a copy of this agreement authorized by the current Commissioner of KICK. KICK does not issue refunds on events, insurance or belts requested by a promoter. KICK INC. may deem it necessary and in the best interests of the competition combat sport of kickboxing/MMA and on behalf of the organization to provide partial or full refund on any title request which has not been approved for sanctioning, after expenses for verification have been deducted.

In witness whereof, the parties have the day above first written set their hands and seals.

**Governing Law.** This Agreement shall be binding upon and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be considered as entered into in the State of Missouri and shall be governed by and construed in accordance with the laws of the State of Missouri, USA.

**Authority to Contract.** The parties whose signatures appear below warrant and represent that they are the authorized representatives of the partnership/corporation/ or proprietorship of whose behalf they are entering into this Agreement, and that such entity or corporation has the power and authority to act in accordance with the terms of this Agreement.

**Promoter for sanctioning**  
**Signature & Address Required**

**2009 KICK Commissioner**

By X \_\_\_\_\_

By: \_\_\_\_\_

Date Signed \_\_\_\_\_

**Mailing Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**KICK, International Inc.**  
**101 W. Argonne Rd Suite 11**  
**St. Louis, MO 63122**

Corp Office tele (888) 513-3339  
**Office of Ted Welch 636-274-3374**

Promoter's Tele# \_\_\_\_\_

Promoter's Fax # \_\_\_\_\_

**Notary**

DATE \_\_\_\_\_ APPROVED

DATE \_\_\_\_\_ DENIED

Form: SA2/09

## **OFFICIAL STATEMENT OF RESPONSIBILITY**

I as a promoter of competition combat sports for kickboxing / Mixed Martial Arts events sanctioned under Kick International will not have any professional fighters on my event card without properly notifying the State Athletic office and Kick International. As a Promoter it is my responsibility to verify all competitors' status as amateur. I am aware that Kick International sanctions only amateur athletic events and I can and will be held liable by Kick International, the State authority, and the Insurance carrier for violation of statutes and potential fraud if I have scheduled any professional fighters on the amateur event planned for the date of \_\_\_\_\_

**Event Site** \_\_\_\_\_ **Promotion Name** \_\_\_\_\_

**Promoter's Name** \_\_\_\_\_ **Promoter's Address** \_\_\_\_\_

**Promoter-telephone #** \_\_\_\_\_ **Promoter's Fax #** \_\_\_\_\_

Mixed Martial Arts (MMA)/ Kickboxing files and have come across several contestants listed as Professional on mixedmartialarts.com. As you may or may not know, they are the official recordkeeping body of the Association of Boxing Commissions (ABC). Therefore, if they list a contestant as Professional, then that is what they are considered. Due to the "newness" of this organization and the relatively "newness" of MMA, there are going to be discrepancies and/or incorrect information posted. So, if there is a case that someone is listed as Pro, when in fact they are Amateur (or vice versa), you can have that addressed to them (via phone, fax and/or email). The State Athletic Commission can NOT change/alter this in any way, Nor can Kick International especially if the event in which a contestant competed was not a Kick International event. If it was a kick international event AND we have the contestant listed as Amateur, then we can assist with getting MMA .com to change their status. That's why it is imperative that you visit their website before submitting a bout list or to us, to verify whether the contestant(s) that you are planning on using is(are) listed as Pro or not. That will save you a lot of time and aggravation. If you'd like to register as a promoter, list your event and bouts on their website, which would in turn help clarify things for the future, you should do the following: Promoters can enter their events into the system (MMA LLC) *in advance*. The Promoter must have an account with [www.mixedmartialarts.com](http://www.mixedmartialarts.com) (MMA LLC). To get a promoter's account, the promoter must:

1. go to <http://abc.mixedmartialarts.com> , and
2. click the Request Promoter Credentials link,
3. This takes them to <http://abc.mixedmartialarts.com/?fa=login.RequestCreds> (where they can register).

I understand that this form must be forwarded to kick International

**No later than 20 days prior to the event I am requesting sanctioning for**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Notary \_\_\_\_\_

**MAIL COMPLETED 4 PAGES WITH PAYMENT TO:  
Kick Inc 101 W. Argonne Road Suite 11, St. Louis, Missouri 63122**

**INSURANCE APPLICATION FOR KICKBOXING Or MMA**

**MAIL with Payment to: KICK INC. 101 W. Argonne Rd Ste 11,  
St. Louis, Missouri, 63122**

20 DAYS PRIOR TO EVENT DATE or pay **\$200.00 additional  
late fee**

**ADDRESS OF EVENT:** \_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip \_\_\_\_\_

**DATE & TIME OF EVENT:  
NUMBER OF COMPETITORS:**

**NO ONE UNDER 18 YEARS OF AGE**

Will be allowed to compete in MMA on a KICK International  
Sanctioned card

ALL INFORMATION LISTED ABOVE IS BELIEVED TO BE  
ACCURATE TO THE BEST OF MY KNOWLEDGE.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

INSURANCE PROVIDED BY A DESIGNATED INSURANCE COMPANY  
UNDER A CORPORATE POLICY WHICH REQUIRES A REPRESENTATIVE  
TO BE IN ATTENDANCE AND FILE ALL NECESSARY CLAIM FORMS IN  
CASE OF INJURY. THE POLICY OFFERS A minimum of \$10,000 DOLLAR  
MAJOR MEDICAL EMERGENCY HOSPITAL SERVICE secondary coverage  
AND A \$10,000 ACCIDENTAL DEATH COVERAGE. THE POLICY REQUIRES a  
\$500 DOLLAR DEDUCTIBLE per injury payable by the injured party as set forth in  
an acceptable participant agreement! This is the minimum standard available  
Insurance applicable for the event. Every injury will be investigated for legitimacy;  
Insurance fraud is taken very seriously. Any competitor who maliciously injures an  
opponent can and will be held responsible for the injured opponents medical  
expenses. Any promoter willfully violating the rules and regulations as set out for  
the safety of all competitors can, and will be held liable for any injury to a  
competitor which may be proved as willful ignorance of the established rules.

IN THE EVENT THAT A MEDICAL CLAIM IS MADE AGAINST THIS  
POLICY IT WILL BE REQUIRED OF THE PROMOTER AND THE  
REFEREE TO FILE A REPORT TO THE KICK International OFFICES  
INDICATING THE TYPE OF INJURY, CAUSE OF INJURY ATTESTED  
TO AS WITNESSES' TO THE INJURY!

**KICK INC. 101 W. Argonne Rd suite 11 St. Louis MO 63122  
TELE# # 314-571-4013 Fax # 603-853-8618**