

# BOXING CONTRACT

(Form of Contract required by the Athletic Commission of the City of Montreal, none others accepted)

NOTE—It is distinctly understood and agreed, becoming part and parcel of this contract that: (1) the promoter undertakes to furnish on application for date the sum of \$200 as a guarantee for operation on the date mentioned, this to become forfeit to the Commission if the promoter fails to operate on the date stated, unless by reason of accidents or developments beyond his control; (2) that all boxers shall be in the city of Montreal at least four days in advance of the scheduled events; (3) that all contracts shall be witnessed, properly signed and in the hands of this Commission at least seven days in advance; (4) that the complete forfeit-guarantee monies covering all liabilities shall be in the hands of this Commission not less than seven days in advance; (5) and it is specifically understood and agreed that the matchmaker subscribing to this contract is to fulfil all obligations, and will effect no change in the promotorial personnel, unless by the express permission, in writing, of the President of this Commission; and shall any such change be made, without such permission, all monies deposited with this Commission as guarantees shall be automatically forfeited and become the property of this Commission. To all these clauses the promoter automatically subscribes in signing this contract.

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of July 1947 between Naoul Grotoul or Bernie Gunning Club of the City of Montreal, a duly licensed Matchmaker under the laws of this Commission, party of the first part, and Bushington M a duly licensed Boxer, License No. 170, under the Laws, party of the second part;

WITNESSETH: That said party of the second part hereby agrees to enter into a Boxing Match before said Matchmaker, at Exchange Station Street, in said City of Montreal, on the 6<sup>th</sup> day of August 1947 for 5 rounds, to a decision, with Bobby Zutter of the City of Montreal as his opponent, at a weight not over 170 pounds, on the day of the said contest, on the official scales of said club, for which match the party of the first part agrees to pay, after said contest, and the party of the second part agrees to accept, as in full for all his claims and demands for and on account of the performance by him of this contract the sum of 125<sup>00</sup> dollars, or 12.5 per cent of the gross receipts of the house and expenses as follows:

IT IS UNDERSTOOD AND AGREED that said contest shall be with gloves, as provided in the Commission Rules, or any amendments thereto, and to be furnished by the party of the first part, and shall be conducted in all respects in conformity with the Laws of the Province of Quebec and the Rules and Regulations adopted by the Athletic Commission of said City which are hereby made a part of this agreement. The Referee and Judges for said contest shall be persons duly licensed to act as such by the Commission and assigned to act as Referee and Judges by the Commission. If the Referee and Judges of the said Commission shall decide that the party of the second part did not enter into this contract in good faith, or is not honestly competing, or did not honestly compete, or is guilty of an act detrimental to the interests of boxing, it is agreed that the contest shall be stopped; in which event the party of the second part shall not be entitled to the compensation above named or any part thereof, and that such decision of the Referee and Judges or Commission shall be absolutely final and conclusive.

The party of the second part definitely agrees, and accepts as part of this contract, that in case of injury or any physical disability suffered while training for, or competing in, the said bout, that he will in no wise hold the party of the first part responsible for such illness or injury, nor for any subsequent developments or complications that may arise therefrom, but undertakes to regard such injury, illness or accident as part of the natural risk of such athletic undertaking, for which the Commission has no responsibility whatever.

The party of the second part hereby agrees to deposit with the party of the first part, cash, certified cheque or accepted draft for the sum of 125<sup>00</sup> dollars, as forfeit money, to guarantee his appearance, his making the weight as above agreed and for his performance of this contract in all other respects. Said forfeit to be posted when contract is filed with this Commission.

If said party of the second part shall fail to appear or make the weight agreed upon, or if said party is not in physical condition and should fail to pass the required examination by a duly appointed Physician, then said forfeit money may at the discretion of the Athletic Commission be forfeited to the party of the first part and under these circumstances the party of the first part will pay to

the other contestant in this match, or his duly authorized manager,  
the sum of 125<sup>00</sup> dollars, as liquidated damages. If for any reason, other than the failure on the part of either of the two contestants to appear, the party of the first part does not fulfil this contract, the party of the first part shall then pay to the party of the second part an amount equal to said forfeit as liquidated damages, unless this match is cancelled by mutual consent.

IT IS UNDERSTOOD AND AGREED that the party of the second part shall personally report at a designated place for weighing and medical examination in accordance with the Rules and Regulations of the Athletic Commission, and shall report at the club to the Director of Bouts two hours before the time set for the contest, the default of which shall be a breach of this contract. It is also distinctly agreed that there shall be no other agreement for covering this contest than herein contained for remuneration, or weights, or time for weighing in, and that the bout shall be fought under the judging conditions of this Commission as presently in force.

IT IS FURTHER AGREED that if said party of the second part enters into another contest prior to the one herein contracted for and is defeated, or in any other way does anything calculated to lessen his present value as an attraction, the party of the first part shall have the option to rescind and cancel this contract without further liability hereunder, provided such cancellation is approved by the Athletic Commission.

IT IS UNDERSTOOD AND AGREED that said party of the first part is to make all arrangements for said contest, and to provide a suitable place and proper facilities for the staging of said contest, and such conveniences and appliances as may be reasonably necessary shall be provided.

IT IS UNDERSTOOD AND AGREED that all parties to this contract hereby agree that in case of a foul blow, the boxer who is adjudged guilty of having committed the said foul shall be paid only for such rounds of boxing as he had completed previous to the foul blow.

IT IS UNDERSTOOD AND AGREED that all parties to this contract hold licenses as provided for in the laws of the Commission

1200 or 1200 Club of the City of Montreal, a duly licensed Matchmaker under the laws of this Commission, party of the first part, and Bernie Cunningham of the City of Burlington a duly licensed Boxer, License No. ...., under the Laws, party of the second part;

WITNESSETH: That said party of the second part hereby agrees to enter into a Boxing Match before said Matchmaker, at Exchange Street in said City of Montreal, on the 6<sup>th</sup> day of August 1917 for 5 rounds, to a decision, with Bob Zutter of the City of Montreal as his opponent, at a weight not over 170 pounds, on the day of the said contest, on the official scales of said club, for which match the party of the first part agrees to pay, after said contest, and the party of the second part agrees to accept, as in full for all his claims and demands for and on account of the performance by him of this contract the sum of 125<sup>00</sup> dollars, or 125<sup>00</sup> per cent of the gross receipts of the house and expenses as follows: .....

IT IS UNDERSTOOD AND AGREED that said contest shall be with gloves, as provided in the Commission Rules, or any amendments thereto, and to be furnished by the party of the first part, and shall be conducted in all respects in conformity with the Laws of the Province of Quebec and the Rules and Regulations adopted by the Athletic Commission of said City which are hereby made a part of this agreement. The Referee and Judges for said contest shall be persons duly licensed to act as such by the Commission and assigned to act as Referee and Judges by the Commission. If the Referee and Judges of the said Commission shall decide that the party of the second part did not enter into this contract in good faith, or is not honestly competing, or did not honestly compete, or is guilty of an act detrimental to the interests of boxing, it is agreed that the contest shall be stopped; in which event the party of the second part shall not be entitled to the compensation above named or any part thereof, and that such decision of the Referee and Judges or Commission shall be absolutely final and conclusive.

The party of the second part definitely agrees, and accepts as part of this contract, that in case of injury or any physical disability suffered while training for, or competing in, the said bout, that he will in no wise hold the party of the first part responsible for such illness or injury, nor for any subsequent developments or complications that may arise therefrom, but undertakes to regard such injury, illness or accident as part of the natural risk of such athletic undertaking, for which the Commission has no responsibility whatever.

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the sum of ..... dollars, as liquidated damages. If for any reason, other than the failure on the part of either of the two contestants to appear, the party of the first part does not fulfil this contract, the party of the first part shall then pay to the party of the second part an amount equal to said forfeit as liquidated damages, unless this match is cancelled by mutual consent.

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IT IS FURTHER AGREED that if said party of the second part enters into another contest prior to the one herein contracted for and is defeated, or in any other way does anything calculated to lessen his present value as an attraction, the party of the first part shall have the option to rescind and cancel this contract without further liability hereunder, provided such cancellation is approved by the Athletic Commission.

IT IS UNDERSTOOD AND AGREED that said party of the first part is to make all arrangements for said contest, and to provide a suitable place and proper facilities for the staging of said contest, and such conveniences and appliances as may be reasonably necessary shall be provided.

IT IS UNDERSTOOD AND AGREED that all parties to this contract hereby agree that in case of a foul blow, the boxer who is adjudged guilty of having committed the said foul shall be paid only for such rounds of boxing as he had completed previous to the foul blow.

IT IS UNDERSTOOD AND AGREED that all parties to this contract hold licenses as provided for in the laws of the Commission governing Boxing, and that no one shall be permitted to participate in said contest in any way who is not duly licensed.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hand and seals the day and year first above written.

In the presence of: ..... Club  
By Harold Godbout .....

In the presence of: ..... Boxer  
By Bernie Cunningham .....

By Nelson Bruce (L. S.)  
Manager

This contract must be executed in triplicate, one copy to be filed with the Athletic Commission of the City of Montreal, and all conditions herein mentioned are subject to the law and rules of said Commission.  
**Note: No other weights other than those specified in the Rules of this Commission will be allowed. In championship boxing matches, each contestant shall deposit in advance with this Commission the sum of \$200 to guarantee weight as stipulated, and appearance.**  
If, for any violation of the Commission's rules, this match shall be cancelled, it is agreed that there shall be no liability in any form against the Commission.