**Boxing Agreement.**

 **BOXING AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_ by and between (enter name of promoter), a California Corporation located at (enter address, city, state, zip code) ("Promoter") and MILLER BREWING COMPANY, a Wisconsin corporation, having a principal place of business located at 3939 West Highland Boulevard, Milwaukee, Wisconsin 53201 ("Miller");

WHEREAS, Promoter wishes to arrange and produce a series of (enter number of fights) professional boxing cards (collectively the "Fights");

AND, WHEREAS, Miller wishes to obtain certain advertising rights in connection with the Fights;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and the mutual benefits to be derived from this Agreement, the parties hereby agree as follows:

1. The Fights.

At Promoter's expense, Promoter agrees to perform all acts necessary for the holding of at least (enter number of fights) boxing Fight cards on the dates and at the locations to be mutually determined by the parties. Each Fight card will include at least (enter number of bouts) preliminary professional boxing bouts. Promoter warrants that it will produce the Fights in accordance with the following specifications:

a. The Fights will be televised on (enter T.V. Channel) in (enter city, state). (Promoter will use its best efforts to televise the Fights on other network and cable channels in addition to Channel (enter channel number).

b. The starting time of each Fight card shall be communicated to a Miller representative at least forty-five (45) days prior to the Fight card.

c. All Fights will be produced in a first class manner in accordance with prevailing professional, ethical and business standards, with the utmost regard for the safety of all persons, property, the environment and Miller's goodwill, will be contested in good faith, and will be sanctioned by all required state regulatory bodies.

d. All Fights will be planned, designed and executed in compliance with California alcoholic beverage laws and regulations and in accordance with any conditions imposed by the California Alcoholic Beverage Control Board.

e. In that all arrangements for the Fights and related Promoter organized activities (and any financial loss relating thereto) shall be solely Promoter's responsibility, Miller shall have no obligation to pay any amounts to Promoter or others as a result of the Fights or related Promoter organized activity, except the amounts payable to Promoter which are specified in Paragraph 7 below.

f. All payments for boxers, judges, ring officials, ring girls, announcers, medical personnel, site rentals, a.v. equipment, electricians, stage hands, special security and police, clean-up personnel, ushers, tickets, ticket sellers, ticket takers, box office employees, truck loaders and unloaders, licenses, taxes, advertising and publicity services of every type required, lights, microphones and prop equipment and all other expenses of the Fights shall be the responsibility of Promoter. By way of specification (and not limitation), a Promoter shall perform all obligations imposed under worker's compensation, unemployment compensation insurance, disability benefits, boxing licensing, social security, withholding tax laws and union contracts.

2. Sponsorship.

Promoter warrants that he has the right to grant, and hereby grants, to Miller the following rights (during the term of this Agreement):

a. The exclusive and worldwide sponsorship, promotional and public affiliation rights to all the Fights; and

b. The exclusive commercial advertising rights in the Fight arena on the day of each Fight, except for:

(1) concession sales where signage is kept to the minimum necessary to describe the items at the point of sale, e.g., tap signs;

(2) permanent signage outside the ring which has been in place for more than fifteen (15) days prior to the Fight and does not refer to a Fight or Promoter; and

(3) program ads for the Fights which do not refer to the events, provided that they are not by beverage sellers other than Miller.

To preserve and enhance these rights, Promoter will insure that:

c. No one entering the ring or assisting fighters in the arena during any Fight card advertises for anyone other than Miller in the arena (e.g., fighters, ring card girls, referees, announcers, handlers, corner people, timers, etc.);

d. No signage or other promotions in the Fight arena on Fight day conflicts with Miller's exclusively hereunder, except as permitted above; and

e. He will not permit others besides Miller to promotionally affiliate with the Fights without Miller's prior written approval, except as provided above.

It shall be Promoter's obligation to insure that Miller enjoys the exclusivity that Miller has been granted hereunder. Thus, Promoter shall be under an obligation to take immediate legal action in good faith (including pursuing preliminary injunctions) to prevent infringement of Miller's exclusivity hereunder.

3. Promotional Rights.

Promoter warrants that he has the right to grant, and hereby grants, to Miller the following rights (during the term of this Agreement):

a. To the extent that Miller produces (or pays the reasonable cost of producing) such signage, Promoter warrants that Miller will have the following ring and ring side signage rights at the Fight arena all day on the day of each Fight:

(1) Full ring prominently Miller-identified ring mats (with no other commercial mentions on them).

(2) At least two (2) prominently Miller-identified ring corner post pad markers on fighter corner posts selected by Miller (with no other mentions on these posts except Miller's).

(3) One (1) prominently Miller-identified ring side table cloth (press table mat) at a ring side press table, with no other commercialization at ring side press tables.

(4) Prominent Miller identification (with there being no other commercial mentions) on the ring round cards.

(5) Prominent Miller identification on the television broadcast teams' blazers (which are to be worn throughout television coverage).

b. Promoter will insure that each reference to the Fight that he directly or indirectly authorizes (e.g., newspaper, radio, television and poster ads) refers to the Fight as "Miller" (enter brand) Presents ..., or uses such other prominently Miller-identified designation as Promoter and Miller jointly approve. The Miller logo shall appear on the back of all Fight tickets (with no other advertisements on the tickets), as allowed by ticket agency.

c. For each Fight (for the entire day of the Fight), to the extent that Miller-identified Fight banners are provided by Miller to Promoter, Promoter shall (or shall have others) post, secure, display, use, distribute, store, remove and return them in accordance with Miller's reasonable directions, for arena and arena lobby sites other than the ring and ring side.

d. Miller may prominently display its advertising banners in visible locations (and there shall be no other commercial advertising) at all Fight related press conferences, Fight hospitality rooms, Fight parties, local Fight area training camps and the Fight weigh-ins, subject to reasonable site rules and regulations.

e. Promoter shall permit Miller to distribute Miller-identified cups, merchandise and/or beer at Fight related press conferences, hospitality rooms and weigh-ins, subject to site rules and regulations.

f. Promoter will provide Miller (at no charge to Miller) with ten (10) ringside tickets and thirty (30) reserved tickets for each Fight.

g. Upon Miller's written request, Promoter shall sell Miller (at normal ticket face prices) additional tickets to each of the Fights, subject to the tickets being available at the time of the request. These tickets will (if Miller so requests) be as close to ring side as are available at the time of the request.

h. Promoter will exercise his best efforts to encourage broadcasters covering the Fights to interview a Miller representative on the air between rounds of each main event Fight.

i. Promoter will insure that the p.a. announcer for each Fight card credits Miller as a Fight sponsor of each Fight while fighters are in the ring (immediately prior to introducing the fighters and/or at the announcement of Fight decision) at least three (3) times during each Fight card, including once immediately before the main event. Promoter will also insure that during the Fight cards the p.a. systems at the arena do not advertise any malt beverage product other than Miller and its products.

j. Promoter will include a promotional insert supplied by Miller (to the extent Miller supplies it prior to assembly of the kits) in all Fight press kits.

k. For all but television coverage originating outside the U.S., Promoter will obtain for Miller (without charge to Miller) the following:

(1) the right to place four (4) 30 seconds Miller television commercials during the broadcast of each fight card (on system carrying the broadcast);

(2) the opening and closing of each such telecast (and immediately prior to the main event) shall prominently credit Miller as Fight sponsor, with a screen logo billboard to that effect;

(3) prominent logo identification shall appear on screen during the entire last thirty (30) seconds of each round adjacent the time insert.

Promoter shall insure that no other advertisers (except Miller) will be permitted to claim or imply during a broadcast of a Fight a special connection to the Fight (e.g., by phrases such as "sponsored by", or "brought to you by", or "presented by"), as opposed to simply running ads, and that no other beverage ads (besides Miller's) are run during any broadcast of the Fight.

l. Promoter shall provide Miller, within thirty (30) days after the completion of each Fight, with a comprehensive report detailing the services performed on behalf of Miller in advertising and promoting each Fight (the "Report"). The Report shall include, but not be limited to a description of all media buys, attendance summaries, samples of print ads, ticket samples and any promotional material that relates to Miller or Miller's sponsorship of the Fights. The Report shall also provide satisfactory documentation from the Promoter demonstrating that Paragraph 3(1) requirements have been complied with.

m. Miller shall have clothing identification rights at the Fights on all fighter uniforms (e.g., trunks, shoes, warm-up clothing, robes) and coaches and corner workers' uniforms. Notwithstanding the above, in the event of an objection by the individual who is to wear the item, Promoter need only exercise his best efforts to overcome an objection to the use of the clothing.

Also, Promoter shall, at its cost, produce and distribute to main event fighters and their entourage t-shirts, caps and jackets which are Miller-identified with a Fight logo acceptable to Miller.

n. Promoter warrants that he has the right to grant (and that he hereby grants) to Miller the right during the term of this Agreement to refer to itself as "sponsor" of each Fight and the Fight series in connection with the manufacture, sale, promotion and advertising of its products and business, and in the creation of its goodwill, in and on any media, and in connection with such references to use Promoter's trade designations identifying logos (the "Marks"). Notwithstanding a termination of this Agreement, Miller shall also have the perpetual right to refer to its rights hereunder, solely for sales training and other internal purposes of Miller's organization (including use by Miller with its employees and distributors); provided that after the termination of this Agreement, Miller shall not refer to its sponsorship hereunder in such a fashion that would indicate that Miller is then a sponsor of any event promoted by Promoter (unless it is).

o. Miller shall also have the right to place a full-page ad (of its design) in all Fight programs for each Fight (without charge to Miller), and to have prominent logo identification on the front cover of all such programs.

p. For each Fight a complimentary hospitality suite shall be provided by Promoter to Miller for up to fifty (50) persons, with free food and beverage beginning one hour prior to each event.

4. Promoter's Advertising.

Promoter will exercise his best efforts to promote the Fights. In this regard, he will, without limitation, at least provide the following prominently Miller-identified ad support:

a. At least 750 posters per Fight card distributed in the local Fight site markets.

b. Newspaper advertising in each of the Fight site markets. A minimum of two (2) large ads to be inserted in all major newspapers for the market prior to each Fight in that market.

c. Radio promotion in each of the Fight markets, which is to include paid advertising (as well as trade), special promotions and ticket give-aways.

d. Television advertising on hispanic television in each of the Fight markets prior to each Fight card.

5. Miller's Identifying Symbols.

It is understood that Promoter (and others that he works with in connection with the Fights) may be using some symbols and markets owned by Miller in connection with promoting the Fights. Promoter shall obtain Miller's permission prior to each use, and Promoter shall obtain Miller's compliance with all laws pertaining to trademarks in force in order to preserve Miller's ownership rights with respect to said symbols and marks. Promoter acknowledges that the use of any Miller symbol or other identifying mark by it or others shall be for Miller's benefit, shall not create any right in it with respect to such symbols or markets, and shall terminate at the end of this Agreement.

6. General Warranties.

Promoter warrants that during the Agreement term:

a. Promoter will undertake all activities necessary to ensure the fullest possible benefit to Miller of its rights as described herein, including using his best efforts to promote Miller's goodwill and the goodwill of Miller's products in relation to the Fights. Thus, he will pay all of his debts when due (except for those contested in good faith), and will notify Miller within ten (10) days of the debt not paid when due, and his good faith basis for withholding payment.

b. Promoter will cooperate with Miller in formulating additional promotional programs to enhance the use of Miller's rights as described herein.

c. The execution of this Agreement by Promoter has been duly authorized and approved by the appropriate officers, boards and directors, and Promoter has the full power and authority to enter this Agreement and grant the rights described herein, and the performance of Promoter's obligations hereunder shall not result in any breach of any term or provision of, or constitute a default under, any indenture, contract or agreement to which Promoter is a party.

d. Promoter will comply with all applicable federal, state and local laws, executive regulations, and orders in carrying out his obligations under this Agreement. In particular, Promoter will insure that the Fights comply with all applicable boxing and safety regulations.

e. Miller's use of Promoter's Marks, or its use of the names and likenesses of the boxers scheduled to appear at a Fight, or its use of the names of any Fight site or local promoters in connection with promoting a Fight, and/or Miller's use of any of the other rights granted to it hereunder, will not infringe upon any patent, trademark, copyright, trade name, right of publicity or other proprietary right or interest of a third party.

f. Promoter shall not at any time during the Agreement term become involved in any situation or occurrence which brings him into public disrepute, contempt, scandal or ridicule, or tends to shock, insult or offend the community or any group or class thereof, or which reflects unfavorably upon the reputation of Miller or its products.

g. Promoter will obtain releases (in a form acceptable to Miller) for personal injury, property damage and/or death from each participant in the Fights prior to the Fight.

h. Promoter has no (nor will either have during the term of this Agreement) any interest, direct or indirect, financial or otherwise, in any licenses to sell alcoholic beverages.

i. There are no pending or threatened lawsuits, proceedings, claims, governmental actions or investigations which could in any way adversely affect the performance of Promoter's obligations hereunder or reduce the value of the rights granted to Miller hereunder.

Miller may at any time and from time to time waive in whole or part any of Promoter's obligations hereunder by providing Promoter with written notice of such waiver. In such an event, Promoter warrants that Promoter and those he contracts with will not undertake or continue with the waived obligation until Miller notifies Promoter to the contrary.

 7. Miller's Obligations.

For the rights granted to it hereunder, Miller agrees to pay Promoter as follows: For each Fight, Miller shall pay Promoter (enter dollar amount) ($\_\_\_\_\_) within ten (10) days after the Fight has occurred.

In no event shall Miller be held liable for lost profits, consequential damages, or other sums over and above the above-described fee, regardless of the success, failure or amount of its promotional activities. All payments hereunder shall be deemed to include all applicable taxes, duties and charges and shall be made payable to Promoter by check at his address as designated above. If this Agreement is rightfully terminated by Miller, then without prejudice to Miller's other rights with regard to termination, Miller may withhold future payments.

8. Term.

This Agreement shall commence upon execution and remain in full force and effect through (enter date) (unless terminated earlier as provided in Paragraph 10 below).

9. Right of First Refusal.

Promoter will notify Miller of any sponsorship or advertising opportunities for any other fighting events held between the execution date of this Agreement and December 31, 1988, which he has any involvement with, upon scheduling the fight, and Promoter shall insure that Miller shall have ten (10) days after notification of said opportunity to accept or reject it. The price and terms offered to Miller shall be no less favorable to Miller than that offered to any others. No purported acceptance by Miller of a right shall be effective unless a Miller corporate officer accepts in writing. Even if Miller declines such an offer, Promoter and the related entities still may not violate Miller's beverage exclusivity under Paragraph 3 for fights held or advertised prior to (enter date).

10. Termination.

The Agreement shall terminate at the end of the initial Agreement term, except that Miller may terminate this Agreement immediately upon serving notice:

a. Where lawful, if Promoter shall make a general assignment for the benefit of creditors, shall have been adjudicated bankrupt, shall have filed a voluntary petition or bankruptcy, or for reorganization, or effectuated a plan or similar arrangement with creditors, shall have filed an answer to a creditor's petition, or a petition is filed against him for an adjudication in bankruptcy, or reorganization, or if Promoter shall have applied for or permitted the employment of a receiver or trustee or custodian for any of his property or assets;

b. A public liability policy in an amount of at least One Million Dollars ($1,000,000.00), covering Promoter's contractual obligations under this Agreement.

c. A contractual liability policy in an amount of at least One Million Dollars ($1,000,000.00), covering Promoter's contractual obligations under this Agreement.

d. Worker's compensation and employer's liability coverage in an amount of at least Five Hundred Thousand Dollars ($500,000.00) from a carrier acceptable to Miller in a form and content acceptable to Miller.

Promoter shall provide Miller with certificates of insurance naming Miller as a co-insured, evidencing the existence of these insurance policies prior to the Fights.

13. Nature of the Sponsorship.

It is mutually agreed that the sponsorship is special, unique and extraordinary in nature, and of a substantial value to Miller. In the event of any breach of this Agreement by Promoter, Miller shall be entitled, in addition to any other remedies available to it, to obtain equitable relief by way of injunction or otherwise.

14. Independent Contractor.

Promoter is an independent contractor (and not a joint venturer, employee or agent) with respect to Miller, and has no authority or right to incur obligations of any kind in the name of or the account of Miller, nor to commit or bind Miller to any contract (other than this Agreement). It is recognized that Miller's sponsorship provides it with the advertising and promotional rights set forth herein, and Miller shall have no right to interfere with policies and procedures for the holding and conduct of the Fights. Since all Fights will be under Promoter's exclusive control, Miller shall not be liable for any claims, demands, judgments or actions for personal loss, injury, death, property damage or otherwise suffered by participants, spectators or others relating to these Fights.

15. Notices.

Any notices to be furnished hereunder shall be in writing and shall be deemed given when deposited in the United States mail, addressed to the other party's address as herein indicated and sent by certified or registered mail, postage prepaid in full, or if addressed to such other address as the notified party shall have previously given in writing to the other party; provided that a copy of all notices to Miller must also be sent to the attention of Miller's Legal Department.

16. Entire Agreement.

This Agreement sets forth the final and complete understanding of the parties with respect to this subject matter. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements and undertakings relating to the subject matter hereto. It is further agreed that the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the subject matter of this Agreement may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the parties duly executed by the parties, and in the case of Miller, the signature of a corporate officer is required to effectuate the change.

Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included with a purchase order, acknowledgement, invoice, etc., of either party shall not be binding on the other party hereto.

17. Waiver.

No claim or right arising out of the breach of this Agreement may be discharged in whole or part by waiver or renunciation of the claim or right unless a waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

18. Severability.

If this Agreement or any of its provisions, or the performance of any provision, is found to be illegal or unenforceable under the law now or hereafter in effect, then the parties shall be excused from the performance of such portions of this Agreement as shall be found to be illegal or unenforceable under the applicable laws or regulations, without affecting the validity of the remaining provisions of the Agreement.

19. Governing Law.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

20. Assignability.

This Agreement shall not be assignable by Promoter. However, Miller may assign its rights to any successor to its business.

21. Purchase of Product.

The parties hereto understand and agree that this Agreement is solely for the purchase of advertising rights, and nothing contained in this Agreement or the negotiations preceding it prevents, deters, hinders or restricts in any way the rights of Promoter, his affiliated companies, concessionaires and/or retailers from purchasing or not purchasing any brand or brands of malt beverages which he (or they) choose(s) to.

22. Audits, Retention and Inspection of Records.

Promoter shall maintain records of all contracts papers, correspondence, proof of payments, affidavits of performance, ledgers, books, accounts and other information relating to the payments made by Miller or Promoter for the services hereunder or performance hereunder. Miller or its designee may inspect, examine and renew such records (and make copies thereof) at any time during normal business hours.

IN WITNESS THEREOF, the undersigned parties have duly executed this Agreement in a manner appropriate to each on the date above written.

MILLER BREWING COMPANY

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

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 (Enter Name of Promoter)

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

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_