

PROFESSIONAL BOXING COMPACT

FILED

OCT 22 2013

BETWEEN THE STATE OF OKLAHOMA
AND
The Absentee Shawnee Tribe of Oklahoma

OKLAHOMA SECRETARY
OF STATE

WHEREAS, The Absentee Shawnee Tribe of Indians of Oklahoma, the compacting Indian Tribe (herein referred to as the "Tribe") is a federally recognized Tribe with sovereign powers of self government;

WHEREAS, The State of Oklahoma (hereinafter referred to as "State") is an independent sovereign state within the United States of America possessed of full powers of state government;

WHEREAS, the Tribe and its membership are in possession of various tracts of land in its jurisdiction within the state as contemplated by 15 U.S.C. § 6312, known and commonly referred to as "Indian Country";

WHEREAS, federal Indian law recognizes that tribal jurisdiction is extant in Indian Country regarding the rights of Indian Tribes to pass their own laws and be governed by them, including the right to regulate professional boxing in Indian Country under the Professional Boxing Safety Act, 15 U.S.C. § 6301 et seq;

WHEREAS, the State has an existing Professional Athletic Commission organized pursuant to the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq;

WHEREAS, the interests of both the Tribe and the State will be better served by using the established Oklahoma State Athletic Commission (hereinafter referred to as "Commission") rather than attempting to duplicate, at considerable cost, a full-time tribal Commission; and

WHEREAS, the State recognizes the financial, cultural, educational and economic contributions of the Tribe to the State and its citizens and the Tribe in turn recognizes the need to develop and maintain good tribal/state relations in this period of cooperation.

NOW, THEREFORE, The Absentee Shawnee Tribe of Indians of Oklahoma by and through its Governor, Edwina Butler-Wolfe, and the State of Oklahoma by and through its Governor, Mary Fallin, do hereby enter into this Compact for purposes of regulating "local professional boxing matches" within the Tribe's Indian Country as contemplated by 15 U.S.C. § 6312, and 3A O.S. § 601 et seq., to-wit:

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1. The Tribe and the State hereby adopt and incorporate the definitions as set forth in 3A O.S. §601 et seq., unless otherwise specifically provided herein. For purposes of this Compact, a “local professional boxing match” is hereby defined as boxing matches for which the total purse for the event does not exceed \$750,000.00.

2. No promoter, matchmaker, boxer or other party shall be relieved of any licensing or safety standards or other responsibilities under the Professional Boxing Safety Act, 15 U.S.C. §6301 et seq., or the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq., by virtue of the fact that a local professional boxing match is being conducted in Indian Country.

3. The State, acting through the Commission, agrees to apply and enforce the provisions of the Professional Boxing Safety Act, 15 U.S.C. §6301 et seq., the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq., and the Rules of the Oklahoma State Athletic Commission, OAC 92;1-1-1, ET SEQ., IN REGULATING LOCAL PROFESSIONAL BOXING MATCHES ON TRIBAL LAND FOR THE TERM OF THIS Compact. The State agrees to provide the same such services as it would ordinarily provide under law for the licensing, inspection, judging, and oversight of any professional boxing event on State land.

4. The Tribe agrees not to host, promote or regulate; or contract with any third party to host, promote or regulate; or authorize any member of the Tribe to host, promote or regulate any local professional boxing match on any tribal land with any other state or tribal Commission during the duration of this Compact.

5. As compensation for the services provided by the Commission pursuant to this Compact, the promoter agrees to make payment to the State the sum of One Thousand Five Hundred Dollars (\$1500.00) for every local professional boxing match held pursuant to this Compact. In the event the promoter breaches an obligation to the Tribe to pay said compensation to the State, the Tribe shall pay the compensation to the State.

6. The Tribe shall hold the State harmless from any suit by individual tribal members, guests or participants attending a local professional boxing match which is subject to this Compact.

7. The State shall extend its employee benefits, including but not limited to worker’s compensation, liability coverage, legal representation, and sovereign immunity protection, to the Commission in the same manner and to the same extent as if a local professional boxing match were being conducted solely within the State of Oklahoma. This paragraph shall apply to the Commission while acting within the scope of their office for the purposes set forth in this Compact. This paragraph shall not apply to the Tribe, its members, agents, or representatives while acting within said capacities.

8. Any dispute arising in the interpretation or performance of this Compact, which is not resolved by good faith negotiations within thirty (30) days, shall be subject to binding arbitration. Arbitration may be invoked by either party following the negotiation period should the dispute remain unresolved. Arbitration shall be the exclusive means of resolving such disputes subject only to review by the United States District Court having jurisdiction and venue. When arbitration is invoked, a panel of arbitrators consisting of three (3) members shall be appointed. One shall be appointed by the Tribe and one by the State. A third shall be appointed by the other two members. The expenses of arbitration shall be borne equally by the parties. The arbitrators shall adopt the rules of the American Arbitration Association. Notwithstanding anything to the contrary in the American Arbitration Association Rules, jurisdiction and venue shall be as set forth in this paragraph.

9. This Compact shall terminate one (1) year from the effective date defined below in Paragraph 11. At the end of said term, this compact shall continue in full force and effect for consecutive terms of one (1) year, unless either party hereto gives to the other written notice that the compact shall terminate at the end of the present term, provided that such notice is given at least thirty (30) days prior to said termination. Nothing in this Compact shall prevent the parties by mutual agreement from establishing an earlier termination date or otherwise modifying this agreement.

10. By entering into this compact, the Tribe does not concede that the laws of the State of Oklahoma, including its tax laws, apply to the Tribe or its members regarding activities and conduct on its Indian Country.

11. This compact shall be effective when fully executed by all parties, and there is attached hereto the original, or a properly certified copy of the properly prepared and approved resolution of the legislative body of the Tribe authorizing the Tribe to enter into and execute this agreement.

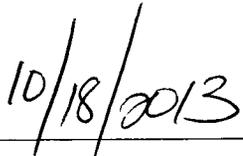
IT IS AGREED:

Each of the undersigned represents that they are duly authorized, and has the authority, to execute this agreement on behalf of the designated party.

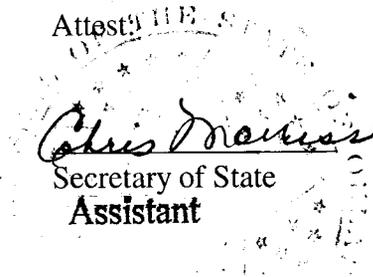
STATE OF OKLAHOMA



MARY FALLIN, GOVERNOR



DATE

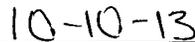
Attest: 

Secretary of State
Assistant

ABSENTEE SHAWNEE TRIBE OF OKLAHOMA



EDWINA BUTLER-WOLFE, GOVERNOR



DATE