

PROFESSIONAL BOXING COMPACT
BETWEEN THE STATE OF OKLAHOMA
AND
THE CHEROKEE NATION

WHEREAS, The Cherokee Nation, the compacting Indian Tribe (herein referred to as the "Nation") is a federally recognized Indian 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 Nation 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 Oklahoma State Athletic Commission, formerly known as the Oklahoma Professional Boxing Commission, organized pursuant to the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq.;

WHEREAS, the interests of both the Nation 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 Nation to the State and its citizens and the Nation in turn recognizes the need to develop and maintain good tribal/state relations in this period of cooperation.

NOW, THEREFORE, The Cherokee Nation (Nation) by and through its Principal Chief, Chadwick "Corntassel" Smith, and the State of Oklahoma by and through its Governor, Brad Henry, do hereby enter into this Compact for purposes of regulating "local professional boxing/Mixed Martial Arts (MMA) matches" within the Nation's Indian Country as contemplated by 15 U.S.C. § 6312, and 3A O.S. § 601 et seq., to-wit:

1. The Nation 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/MMA match" is hereby defined as boxing/MMA 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/MMA 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/MMA 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 Nation agrees not to host, promote or regulate; or contract with any third party to host, promote or regulate; or authorize any member of the Nation to host, promote or regulate any local professional boxing/MMA 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 (\$1,500.00) for every local professional boxing/MMA match held pursuant to this Compact. In the event the promoter breaches an obligation to the Nation to pay said compensation to the State, the Nation shall pay the compensation to the State.

6. The Nation shall hold the State harmless from any suit by individual tribal members, guests or participants attending a local professional boxing/MMA 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/MMA 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 Nation, 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 Nation 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 their own procedural rules regarding the arbitration process in conformity with 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 Nation does not concede that the laws of the State of Oklahoma, including its tax laws, apply to the Nation 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 Nation authorizing the Nation to enter into and execute this agreement.

It is agreed this the _____ day of _____, 2010.

CHEROKEE NATION OF OKLAHOMA

Chadwick "Cornassel" Smith, Principal Chief

STATE OF OKLAHOMA

Brad Henry, Governor

ATTEST: _____
Secretary of State

OKLAHOMA LEGISLATIVE APPROVAL

Approved by a quorum of the Joint Committee on State-Tribal Relations on the _____
day of _____, 2010.

Chairman