



DEPARTMENT OF CONSUMER AFFAIRS
BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY • GOVERNOR EDMUND G. BROWN JR.
CALIFORNIA STATE ATHLETIC COMMISSION
2005 Evergreen Street, Suite 2010 | Sacramento, CA 95815
Phone: (916) 263-2195 | Fax: (916) 263-2197
Website: www.dca.ca.gov/csac | Email: csac@dca.ca.gov



February 24, 2017

Moses Heredia
9 Brownsbury Rd
Laguna Niguel, CA 92677

RE: NOTICE OF APPROVED CONTRACT

Dear Mr. Heredia:

The California State Athletic Commission has approved the attached Manager-Fighter Contract(s) summarized below.

Contract #: M-2017-0006

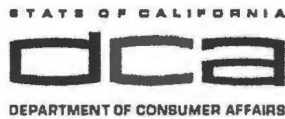
Manager:	Moses Heredia	Management Share:	18%
Co- Manager:	N/A	Start Date:	02/23/2017
Athlete Name:	Joseph Diaz Jr.	Expiration Date:	02/22/2022

If you have any other questions or concerns regarding this contract, please contact me at the Commission office main line at (916) 263-2195 or via email at csac@dca.ca.gov.

Sincerely,

Heather Jackson
Staff Services Analyst
California State Athletic Commission

Enclosure(s): Approved Contract



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BOXER - MANAGER CONTRACT

PLEASE READ ENTIRE CONTRACT BEFORE SIGNING

THIS CONTRACT MADE THIS 23 DAY OF February AT LA Verne, CALIFORNIA, BY AND
 BETWEEN MOSES HEREDIA LM#: 10535 OF LAGUNA WOODS, CA (HEREAFTER "MANAGER" (LEGAL NAME)
 AND JOSEPH DIAZ JR. FED ID#: CA037384 OF Glenora, CA (HEREAFTER "ATHLETE" (LEGAL NAME).

In consideration of mutual promises contained herein, the above parties agree to and with each other and with the California State Athletic Commission (hereinafter "Commission"), in order to induce its acceptance hereof as follows:

A. BOXER AGREES:

1. Pursuant to Rule 222, no contract may exceed five (5) years. Boxer understands that he or she may negotiate the term of this contract with Manager before signing this contract. Subject to the approval of this contract by Commission, to render services from 2/23/17 to 2/24/22 solely and exclusively for Manager in such boxing contest, exhibition, or training exercises as Manager shall from time to time direct, whether in California or elsewhere.
2. To pay Manager 18% percent (shall not exceed 33 1/3 percent – Rule 221) of any sum of money Boxer earns for any services described in Paragraph A.1. rendered by Boxer pursuant to this contract. Boxer understands that he may negotiate the actual percentage figure with Manager before signing this contract. Said 18% percent shall be determined incurred by Boxer in the performance of Boxer's duties hereunder.
3. To fulfill faithfully any contract entered into Boxer's behalf by Manager for rendition of the services described above during the term of this agreement. MANAGER WAIVES RIGHTS TO SELECT TRAINERS, FIGHTER WILL HAVE FINAL RIGHTS TO SELECT TRAINERS.
4. That Manager may render services to others during the term of this agreement.
5. To attend all training, exercising, and other necessary work as Manager shall require, and to proceed and travel by any means of conveyance when required to do so by Manager for the performance of his or her duties under this contract. Manager reserves the right to select trainers.
6. That Boxer will not, during the term of this agreement, take or engage in any boxing contests, exhibitions or training exercises without first having obtained the written permission of Manager to do so.

B. MANAGER AGREES:

1. To guarantee Boxer that the Boxer's share of money earned pursuant to this contract shall not be less than 2 FIGHTS Per yr per year during the term of this contract or Manager will pay Boxer the difference between the amount actually earned and 2 FIGHTS
2. To use Manager's best efforts to secure remunerative boxing contests and at all time to act in the best interest of Boxer.
3. To make no contract for a boxing contest where Manager has a direct or indirect financial or contractual interest in Boxer's opponent.
4. To render a full, true, accurate and itemized accounting to Boxer and to the Commission if the Commission so requests. Said accounting shall include, with respect to each other contest, exhibition or match: (a) the amount of money received by Manager pertaining to the contest, exhibition, or match; (b) the amount of money actually paid to boxer, (c) the amount of money owed to Manager by Boxer, provided, however, that no sum of money shall be claimed under this subsection which cannot be substantiated by a receipt signed by the Boxer within thirty (30) days after Boxer sends a written demand of an accounting, by certified mail to Manager. Boxer shall send a copy of any demand made to Manager to the Commission by regular mail.
5. To keep Manager's records available to and open for inspection by Boxer and/or the Commission upon demand.

C. BOXER AND MANAGER FURTHER AGREE:

1. That all contests or exhibitions of boxing and conducted under this contract in the State of California shall in all respects be in conformity with the laws of the State of California and rules and regulations now or hereafter adopted by the Commission.
2. This contract may be declared null and void if at any time during the term the Manager, after notice from the Commission pursuant to the provisions of Rule 221, is not duly licensed by the Commission.
3. To make the required contributions to the Boxer's pension plan pursuant to Rule 401.
4. All controversies arising between the parties hereto, including but not limited to controversies concerning the validity and/or enforceability of this contract, shall be submitted for arbitration in the following manner:

Within two (2) weeks after the origin of such dispute and of a desire and willingness to refer such dispute to arbitration, whereupon the Commission of the existence of such dispute and of such dispute and of a desire and willingness to refer such dispute to arbitration, whereupon the Commission shall by itself, or through another duly appointed by it, conduct a hearing at a time and place reasonably convenient to all interested parties and witnesses; notification of the time and place of such hearing shall be given to all interested persons at their last known places of address. The parties hereto agree in the event of submission of any such controversy to arbitration, that the decision of such arbitrator shall be final and binding upon the parties hereto and each of them to be bound thereby.

Contract ID: M:2017-0006

C. (CONTINUED)

5. The arbitrator may terminate this contract if Manager fails to obtain a good faith offer of a boxing match, exhibition or contest from a responsible person, firm or corporation for at least four (4) consecutive months, during all of which time Boxer shall have been ready, willing, able and available to accept and perform such services.
6. Manager and Boxer both certify and promise to each other and to the Commission, to induce its approval hereof that no other person or party in any way or in any degree shares or participates in the ring earnings of the Boxer or in the Manager's or Boxer's portion of such earnings, that the Boxer and Manager have no other agreements with each other concerning compensation to the Boxer's career, and that no oral or written agreement exists concerning such sharing or participation.
7. Manager and Boxer both certify and promise to each other and to the Commission, to induce its approval hereof, that no oral or written agreement exists between them other than this contract, that the Boxer has no other agreement with any other person concerning his or her boxing activities, and that no change in or addition to this contract is valid or will be enforced unless it is made a part of this contract in writing and approved by a Commission representative.
8. This agreement is not valid until and unless both parties appear at the same time before the Commission or a Commission representative for the approval and acceptance of this agreement by the California State Athletic Commission.
9. This agreement may only be modified by the Manager and the Boxer in writing. Any such modification shall be added to this contract and approved by the Commission in writing before it is effective.
10. This agreement may be terminated by the Manager and the Boxer executing a Release of Contract form provided by the Commission. This agreement may not be terminated until such a Release of Contract is executed by the Manager and Boxer and is submitted to and approved by the Commission.

The parties hereto have read and signed this contract and agreement in each other's presence and in the presence of the Commission Representative who has orally reviewed the terms of this contract with the Boxer on this 23 day of February 2017.

THIS CONTRACT IS NOT VALID UNTIL THE DATE ON WHICH IT HAS BEEN SIGNED AS APPROVED BY THE COMMISSION'S EXECUTIVE OFFICER OR DESIGNEE.

IF THE PARTIES HAVE ANY OTHER AGREEMENTS CONCERNING THE BOXER'S COMPENSATION OR CAREER THAN THOSE SET FORTH ON THIS CONTRACT, THEY MAY NOT BE ENFORCED BY THE COMMISSION.

[Signature]
Commission Representative Signature

Print Name: Harry Blum

[Signature]
Manager's Signature

Print Name: Moses Heredia

[Signature]
Boxer's Signature

Print Name: Joseph Diaz Jr.

Co-Manager's Signature (if applicable)

Print Name: _____

Co-Manager's Signature (if applicable)

Print Name: _____

[Signature]
Accepted and Approved by Executive Officer or Designee

2/24/17
Date

I hereby acknowledge that the provisions of this contract reviewed with me and by a Commission Representative.

[Signature]
Boxer's Signature

Print Name: Joseph Diaz Jr.

2/23/17
Date