



SPORTS · ENTERTAINMENT · NIL

THE ATHLETE AGENT & AGENCY COMPLIANCE PLAYBOOK

How to start and operate an athlete representation business within the law.

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**SATISFYING ONE
LAYER NEVER
EXCUSES THE
OTHERS.**

THE GOVERNING PRINCIPLE

The binding rule in any engagement is the most restrictive layer that applies to it.

BUILD A REPRESENTATION BUSINESS THAT SURVIVES REGULATORY SCRUTINY.

This playbook explains how to build and run an athlete representation business that survives regulatory scrutiny. It is written for the operator, the agent or agency principal who has to make real decisions about where to register, what to charge, when to notify a school, and how to avoid a felony, while giving you the underlying statutory and case authority a lawyer would rely on. You get both the plain-language instruction and the citation behind it.

Read the compliance obligation as a stack, not a single rule. Four layers apply at the same time: federal law, state licensing law, the relevant players' union's certification rules, and, for college and high school athletes, the governing athletic association's eligibility rules. Satisfying one layer never excuses the others. The binding rule in any engagement is the most restrictive layer that applies to it.

How to use it. The narrative chapters explain the law. The Compliance Tools section near the end gives you working checklists, a notice-and-timing calendar, and a penalty-exposure matrix you can run a file against. The Appendices hold the full fifty-state-plus-D.C. licensing table and the union comparison. If you represent college or high school athletes, start with Chapters 2 and 3; those regimes changed more in the last three years than in the prior thirty.

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A word on currency. This area moves fast. The House v. NCAA settlement received final approval in June 2025, the College Sports Commission and its clearinghouse launched weeks later, the FTC opened its first-ever enforcement inquiry under the federal agent statute in January 2026, and states continue to amend their acts every session. This is an educational compliance guide, not a substitute for engagement of counsel in a specific matter. It does not create an attorney-client relationship. Verify the live statute, fee schedule, and association bylaw before you rely on any specific number in this guide.

FOUR REGULATORS.
ONE RELATIONSHIP.
COMPLY WITH THE
STRICTEST.

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CHAPTER ONE

THE COMPLIANCE STACK: FOUR REGIMES AT ONCE

The layers are additive. The operative constraint is always the strictest one that touches the engagement.

AN AGENT ANSWERS TO FOUR BODIES AT ONCE

NEW AGENTS GET IN TROUBLE BY CLEARING ONE LAYER AND ASSUMING THEY ARE CLEAR

LAYER 1 • FEDERAL LAW. SPARTA sets a national floor of conduct and disclosure duties, enforced by the FTC and state attorneys general.⁶ It creates no federal license and gives the athlete no private lawsuit; it is a floor, not a licensing scheme.

LAYER 2 • STATE ATHLETE-AGENT LAW. Where the license lives. Registration, security, contract form, cancellation window, and school notice on a statutory clock.⁷ It is also where the criminal penalties live; unregistered activity is a felony in several states.

LAYER 3 • THE PLAYERS' UNION. The exclusive bargaining representative delegates the right to negotiate a player contract only to agents it certifies.⁹ Uncertified fees are unenforceable. Private governance, but mandatory where it applies.

LAYER 4 • ASSOCIATION ELIGIBILITY. NCAA bylaws and the College Sports Commission for college; the state activities association for high school.³ Not statutes, but they can destroy the eligibility you were hired to protect.

COMPLY WITH THE STRICTEST LAYER

When two layers overlap, follow the more demanding one. If the union caps your fee at three percent but a client wants to pay five, the cap controls. If federal law gives the school seventy-two hours of notice but California gives the agent forty-eight, calendar the forty-eight. If your home state does not require registration but the athlete's school sits in a state that does, you register in the school's state. The nexus that triggers a statute is usually the athlete's location, not yours.

**THE NEXUS IS USUALLY THE
ATHLETE'S LOCATION,
NOT YOURS.**

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CHAPTER TWO

REPRESENTING COLLEGE ATHLETES: THE NIL REGIME

A category of agent work that did not exist five years ago, with a private enforcement apparatus that reviews deals before they close.

ALSTON, HOUSE, AND TWO PAYMENT CHANNELS

KEEP THE NIL-VERSUS-PAY-FOR-PLAY LINE CLEAN; IT IS THE FULCRUM OF YOUR RISK

The Supreme Court's decision in *NCAA v. Alston* subjected the NCAA's compensation limits to antitrust scrutiny and struck the caps on education-related benefits.¹ Facing that signal and a wave of state NIL statutes, the NCAA adopted an interim NIL policy effective July 1, 2021, letting athletes earn NIL compensation consistent with the law of the state where their school sits.

In *House v. NCAA*, Judge Wilken granted final approval on June 6, 2025.² The settlement created an approximately \$2.8 billion backpay fund for Division I athletes who competed from 2016 forward, and, more important going forward, authorized schools to pay athletes directly beginning July 1, 2025, subject to an annual per-school cap of roughly \$20.5 million for 2025-26 that rises across the ten-year term.

CHANNEL 1 · INSTITUTIONAL

REVENUE SHARING

Flows from the school to the athlete. Capped per school per year.

CHANNEL 2 · THIRD-PARTY

NIL DEALS

Flows from a brand or collective. Uncapped, but subject to clearinghouse review.



THE LINE THAT MATTERS

NIL income is compensation for commercial use of identity: endorsements, social, autographs, appearances, licensing. Pay-for-play is compensation for participation itself. The entire enforcement machinery tests whether a deal is genuine commercial value or disguised pay-for-play.

NIL GO: EVERY DEAL OF \$600 OR MORE

THE COLLEGE SPORTS COMMISSION NOW ENFORCES WHERE THE NCAA NO LONGER DOES

The power conferences created the College Sports Commission (CSC), which with Deloitte runs a clearinghouse called NIL Go.³ Any third-party NIL deal of \$600 or more must be submitted for review before it is paid. NIL Go tests each deal on two axes: it must have a **valid business purpose** (the payor genuinely wants the athlete's NIL to promote a real product) and the compensation must fall within a **fair-market-value** range. A rejected deal can be revised and resubmitted; a second rejection can escalate to arbitration.

/ WHAT NIL GO MEANS FOR YOUR PRACTICE

- **Build the file before you submit.** Document the payor's commercial objective, the concrete deliverables, and comparable-deal benchmarks. That file is your defense on the fair-market-value axis.
- **Plan for reject-and-resubmit.** Build review latency and possible arbitration into your timelines. Do not let an athlete accept payment on a contested deal before it clears.
- **Treat disguised pay-for-play as the cardinal sin.** A recruiting inducement dressed as an endorsement (no product, above-market price, no deliverables) will be rejected and can cost eligibility.
- **Watch related-party conflicts.** If your agency also represents the payor or is tied to a collective, expect the review to probe it. Screen at intake.

/ THE NCAA'S TWO KINDS OF AGENT

A **marketing or NIL agent** who negotiates NIL deals is permitted and does not, by that fact, cost eligibility. A **contract agent** who markets the athlete's athletic ability to a professional team is different; agreeing to that representation while eligibility remains jeopardizes it. The NCAA does not certify NIL agents; regulation comes from state law and SPARTA.⁵ And an athlete who pays below fair-market rates for agent services can trigger an impermissible-benefit problem, so charge and document a market-rate fee.

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CHAPTER THREE

HIGH SCHOOL ATHLETES: NIL & THE MINOR PROBLEM

A fifty-one-jurisdiction patchwork with no national referee, where your client is usually a minor.

FIFTY-ONE DIFFERENT SETS OF RULES

GOVERNED ASSOCIATION BY ASSOCIATION, NOT BY ANY UNIFORM STATUTE

High school NIL is governed by roughly fifty-one state activities associations, nearly all members of the NFHS, which leaves eligibility and NIL to its members. As of July 2026, roughly forty-six states plus D.C. permit high school NIL in some form. The confirmed holdouts still prohibiting it are **Alabama, Hawaii, Mississippi, and Wyoming**; Montana's status is under review. The live question is rarely whether agents are allowed, but who may serve and under what registration regime.

THE COMMON GUARDRAILS

NO SCHOOL OR ASSOCIATION IDENTITY. No names, logos, marks, uniforms, mascots, facilities, or competition footage. The NFHS not-in-the-uniform norm.

NO VICE OR SENSITIVE CATEGORIES. No alcohol, tobacco, cannabis, pharmaceuticals, gambling, adult content, or weapons; some add political activism.

NO RECRUITING INDUCEMENT, NO PAY-FOR-PLAY. NIL may not induce enrollment or transfer; compensation may not be contingent on performance.

NO EXPLOITATION DURING TEAM ACTIVITY. No third-party promotion during school or association events.

DISCLOSURE, NO SCHOOL-RUN COLLECTIVES. Written contract and disclosure to the school; Georgia requires it within seven days. Many states ban collectives.

Texas is the structural outlier: its 2025 change opened the door only for athletes seventeen and older contracting with postsecondary institutions, with no compensation until the athlete enrolls and participates in college.

THE MINOR PROBLEM: DISAFFIRMANCE AND THE FIX

A PARENT CO-SIGNATURE DOES NOT DEFEAT THE CHILD'S POWER TO DISAFFIRM

Under the common-law infancy doctrine, a minor's contract is voidable: it binds the adult counterparty but the minor can disaffirm at any time before majority or within a reasonable time after turning eighteen. A brand that paid an advance can find the minor walks away while keeping benefits received. Sophisticated counterparties demand a parent as co-signer, but the weight of authority holds a parent cannot waive the minor's own power to disaffirm. A parent guaranty gives the brand a collectible defendant; it does not make the deal non-disaffirmable as to the child.



THE ONLY RELIABLE FIX

Judicial pre-approval, available in a handful of states. California's statute is the strongest fit: an approved contract for a minor's likeness and sport services cannot be disaffirmed on the ground of minority.¹¹ New York's analogue is a doubtful fit for a high school NIL athlete.

Layer on a trust. Several states (California, New York, Illinois, Louisiana, New Mexico) have child-performer Coogan laws requiring roughly fifteen percent of gross earnings in a blocked account. Whether they reach NIL is unsettled. The cleanest path today: in California, route the deal through section 6751 approval, which attaches the trust by operation of law; elsewhere, replicate a blocked trust by contract.

Mind the fiduciary triangle. You are a fiduciary to the athlete, but the parent signs and is a potential adverse claimant on the money. Parental misappropriation of a young athlete's earnings is the single largest threat to those earnings. Mitigate it: court approval where available, a blocked trust with a neutral trustee, a short term and narrow exclusivity, and independent counsel for the minor's financial interests where stakes justify it.

**ONLY COURT APPROVAL DEFEATS
DISAFFIRMANCE.
A PARENT'S SIGNATURE DOES NOT.**

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CHAPTER FOUR

STARTING THE AGENCY: THRESHOLD DECISIONS

Getting these right at formation is far cheaper than unwinding them after a regulator forces the question.

THE STATUTES TURN ON FUNCTION, NOT JOB TITLE

EACH ACTIVITY YOU TOUCH ADDS A LAYER

You are an **athlete agent** if you recruit or solicit an athlete to sign a representation, endorsement, financial-services, or professional-sports contract, or negotiate professional employment for compensation. You are a **talent agency** in states like California if you procure entertainment or endorsement employment. You need **union certification** if you negotiate player contracts in a league whose union certifies agents. The Revised Uniform Act deliberately swept in financial advisors and marketers,⁷ so giving financial advice or anything of value in anticipation of representation can pull you inside the definition even if you never negotiate a contract.

/ THE ENTITY DOES NOT SHIELD YOU

Form a professional entity for liability, tax, and banking reasons. But the athlete-agent acts regulate the **individual** who acts as an agent; several states require the natural person to register and pass a background check, and the criminal penalties run against the individual, not just the LLC. Union certification likewise attaches to the individual contract advisor.

/ BUDGET FOR SECURITY

\$10K Georgia surety bond (minimum)

\$15K Ohio security (bond, CD, or insurance)

\$150K Texas (\$50K + \$100K financial svcs.)

\$100K California security per claim

Sequence registrations to the client, not the calendar. You register where an engagement creates a nexus: the athlete's home or enrollment state, your state, and any state where you solicit. Reciprocity can convert fifty filings into near one-stop registration, but it does not reach the non-uniform states.

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CHAPTER FIVE

FEDERAL LAW: SPARTA

The one layer that applies in every state, including the states with no athlete-agent statute of their own.

THE FEDERAL FLOOR, AND THE EXACT WARNING

15 U.S.C. §§ 7801–7807 · ENFORCED BY THE FTC AND STATE AGS

SPARTA covers any individual who enters, or recruits or solicits a student athlete to enter, an agency contract.⁶ It makes it unlawful to induce a contract with false information or a false promise; to provide anything of value before signing, including a loan or guaranty; to enter a contract without the required disclosure; or to predate or postdate a contract. In conjunction with signing, the agent must give a signed disclosure containing a conspicuous boldface warning in the exact statutory language:

THE STATUTORY WARNING · VERBATIM

Warning to Student Athlete: If you agree orally or in writing to be represented by an agent now or in the future you may lose your eligibility to compete as a student athlete in your sport. Within 72 hours after entering into this contract or before the next athletic event in which you are eligible to participate, whichever occurs first, both you and the agent by whom you are agreeing to be represented must notify the athletic director of the educational institution at which you are enrolled... that you have entered into an agency contract.

This is distinct from, and in addition to, any state warning. A compliant package for a student athlete carries both, and they differ: the state uniform-act warning adds a fourteen-day cancellation right the federal warning omits. Within seventy-two hours of signing, or before the next athletic event, both agent and athlete must inform the school's athletic director, and the agent must provide written notice.



WHAT SPARTA DOES NOT DO

It creates no federal license and no registration scheme; it leaves licensing to the states. It gives the athlete no private right of action; the only express private remedy runs to the educational institution, which may recover its actual losses. SPARTA polices conduct; it does not license, and it is a floor the state and union layers build on.

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CHAPTER SIX

THE UNIFORM & REVISED UNIFORM ATHLETE AGENTS ACTS

The state licensing obligation SPARTA omits lives here. Because the enacted text varies, always pull the enacting state's section.

REGISTRATION IS THE CORE OBLIGATION

UAAA (2000) · RUAAA (2015, AMENDED 2019)

The heart of both acts is a rule SPARTA does not supply: an individual may not act as an athlete agent in the state without holding a certificate of registration, subject only to a narrow exception for limited communications the athlete initiates.⁷ Registration is administered by a designated agency, usually the Secretary of State, and terms typically run two years. The revised act's signature improvement is **reciprocity**: an agent already registered in a substantially similar state may register elsewhere by filing a copy of that certificate, provided it is in good standing with no discipline pending.

MANDATORY CONTRACT TERMS. Compensation and how it is calculated, anyone else to be paid, reimbursable expenses, and a conspicuous boldface eligibility warning near the signature.

THE CANCELLATION RIGHT. The athlete may cancel within fourteen days, and separately sign an acknowledgment of the eligibility risk. If a minor, the parent or guardian signs.

NOTICE AND RECORDS. Notify the athletic director within seventy-two hours of signing or before the next event; create and keep records, typically for five years, open to inspection.

REMEDIES STACK. A violation is a crime, a misdemeanor or felony as the state elects; both school and athlete may sue; and the agency may impose a civil penalty, with the model suggesting a ceiling around \$50,000.

What the revised act changed: it expanded the definition to reach financial and business advisors and marketers, built true reciprocity, broadened the notice duties, added an express athlete cause of action and forfeiture of compensation, and required background disclosure. The 2019 amendment aligned the anything-of-value ban with evolving NCAA rules.

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CHAPTER SEVEN

STATE LICENSING IN PRACTICE: THE MAP AND THE OUTLIERS

Which states require registration, which do not, and which run non-uniform statutes with their own traps.

NO STATUTE IS NOT THE SAME AS NO RULES

THE FULL FIFTY-STATE DETAIL LIVES IN APPENDIX A

Several states impose no registration at all. Alaska, Maine, Massachusetts, Michigan, New Jersey, and Vermont have no dedicated act; New Hampshire repealed its act in 2023 and Montana in 2007. Colorado repealed its registration provisions; Arizona omitted the certificate machinery; Washington and Wyoming keep a disclosure-form model with no certificate. But the distinction is not academic: **Washington and Wyoming impose no registration yet still make prohibited conduct a felony**, so you are regulated there even though you never file anything.

/ THE SIX NON-UNIFORM STATES

CALIFORNIA

Miller-Ayala SOS filing; \$100K security; misdemeanor. See Chapter 9.

FLORIDA

True DBPR license (~\$625 / ~\$225). Unlicensed activity is a third-degree felony.

GEORGIA

Mandatory \$10K bond; felony (\$5K–\$100K; 1–5 yr).

LOUISIANA

DOJ annual registration (\$100); misdemeanor to register, felony for inducement.

OHIO

Ohio Athletic Commission; \$15K security; continuing education.

TEXAS

Two-tier, annual; \$50K + \$100K bonds; Class A misdemeanor or third-degree felony.

FELONY JURISDICTIONS FOR UNREGISTERED CONDUCT INCLUDE AL, FL, GA, IN, MS, NC, OK, TN, TX, WA, WV, WY AND MORE.

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CHAPTER EIGHT

PLAYERS' UNION CERTIFICATION

In every major league it is the union, not the government, that can end your ability to negotiate a player contract.

WHY A UNION GETS TO LICENSE AGENTS

FULL DETAIL IN APPENDIX C

Under Section 9(a) of the National Labor Relations Act, a union selected by a majority is the exclusive representative for wages, hours, and working conditions. It delegates the narrow function of negotiating an individual player's salary to agents it certifies, and keeps the power to decide who may perform that function. Courts have upheld this against antitrust attack under the statutory labor exemption.⁹ Uncertified fees are unenforceable.

UNION	REQUIREMENTS	FEE CAP
NFLPA	UG + postgrad (or 7 yr exp.); annual exam; sign one player every 3 yr	3% ¹⁴
NBPA	Four-year degree; in-person NYC exam; tiered dues	4% ¹⁵
MLBPA	No degree; open-book test; player designation required	5% ¹⁶
NHLPA	Application + interview; regulations non-public	5% ¹⁷
WNBPA	Certifies agents; fees/exam non-public	5% ¹⁸
MLSPA	No MLSPA certification; FIFA license + U.S. Soccer registration	FIFA*

Maximum fee and typical range by sport: NFLPA 3% cap, roughly 1.5–3% in practice;¹⁴ NBPA 4% cap, roughly 2–4% in practice;¹⁵ WNBPA 5% cap;¹⁸ MLBPA no union-set percentage cap, 5% industry ceiling and roughly 3–5% in practice, and a fee may not cut the player's net below the applicable minimum salary;¹⁶ NHLPA fees must be “fair and reasonable” with no published cap, 5% maximum reported and roughly 3–5% in practice.¹⁷ FIFA: the FFAR fee cap is suspended worldwide pending the CJEU.¹³ See endnotes for each governing regulation.



CUMULATIVE, NOT ALTERNATIVE

Union certification and state registration are two separate regimes, both mandatory where they apply. Get union-certified (or FIFA-licensed for soccer) and state-registered; neither substitutes for the other. When they set different fee limits, draft to the stricter one.

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CHAPTER NINE

CALIFORNIA: MILLER- AYALA, THE TAA, AND NIL

Three interlocking regimes. A California-based agency has to satisfy the right combination for each engagement.

THREE REGIMES, STACKED IN ORDER

CALIFORNIA DID NOT ADOPT THE UNIFORM ACT

MILLER-AYALA ATHLETE AGENTS ACT. A public-disclosure filing, not a license: file with the Secretary of State before you carry on business, maintain \$100,000 security per claim, keep a service-of-process agent, and carry the boldface contract notices.¹¹ The agent gives the school notice within forty-eight hours; the athlete's fifteen-day right to rescind cannot be waived.

TALENT AGENCIES ACT. Requires a Labor Commissioner license for anyone who procures entertainment or endorsement employment. The trigger is the act of procuring, not the title; as *Marathon Entertainment v. Blasi* held, the Act regulates conduct, not labels.¹² Unlicensed procurement can void the contract, but is expressly not a crime.

EDUCATION CODE § 67456 (NIL). The Fair Pay to Play Act guarantees the right to representation but routes it back through the other two regimes: athlete agents must be registered under Miller-Ayala and comply with SPARTA; attorneys must be State Bar members.⁴



THE MILLER-AYALA TEETH

A contract by a non-complying agent is void and unenforceable, the agent must refund what was paid, and a prevailing plaintiff recovers the greater of actual damages or \$50,000 plus punitive damages and fees. A violation is a misdemeanor (up to \$50,000 and one year), with mandatory suspension of at least a year.

Sequence: make the Miller-Ayala filing before you recruit; obtain a TAA license (or use the licensed-agency safe harbor) if you will procure endorsement work; comply with SPARTA on every student-athlete relationship; add union certification where you negotiate pro contracts; and register in other states for out-of-state schools.

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CHAPTER TEN

REPRESENTATION AGREEMENTS, FEES, AND KEY TERMS

Where compliance meets commerce, and the document a regulator, client, or arbitrator reads first.

SEPARATE THE FEE STREAMS BY CAP

START FROM THE STATUTORY FLOOR; SEVERAL TERMS ARE NOT OPTIONAL

The acts require the agreement to state the agent's compensation and its calculation, anyone else to be paid, and reimbursable expenses, and to carry the boldface eligibility warning and cancellation notice. For a student athlete, add the separate federal SPARTA warning. Omitting any of these can render the agreement unenforceable and can itself be prohibited conduct.

PROFESSIONAL-CONTRACT NEGOTIATION. The union caps govern (3% NFL, 4% NBA, 5% MLB/WNBA/NHL, with a minimum-salary floor in MLB). Include the union-mandated arbitration clause where required.

MARKETING, ENDORSEMENTS, AND NIL. Outside the union caps, negotiated by commission. But a below-market college NIL fee is an impermissible benefit, and California endorsement procurement can require a TAA license.

FINANCIAL AND BUSINESS ADVISORY. The revised act sweeps financial advisors into the definition. Disclose any ownership interest and commission; keep these fees on a separate schedule.

Term, exclusivity, money. Keep the term reasonable and exclusivity no broader than the service; an overbroad clause is a disaffirmance magnet with a minor. Honor the cancellation windows. If you receive the athlete's payments, hold them in trust: California requires immediate deposit in a trust-fund account, and the fiduciary rule demands segregation everywhere.

**CALL THINGS WHAT THEY ARE.
REGULATORS READ FUNCTION, NOT
THE LABEL ON THE COVER PAGE.**

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CHAPTER ELEVEN

FIDUCIARY DUTIES, CONFLICTS, AND RESPONSIBILITY

A single fact drives more agent liability than every registration statute combined: an athlete agent is a fiduciary.

UNDIVIDED LOYALTY, AND THE ARGOVITZ WARNING

THE CLASSIC REMEDY IS RESCISSION AND DISGORGEMENT

As a fiduciary, you owe the athlete undivided loyalty, full disclosure of every material fact, an obligation not to self-deal, and competence within the scope of the engagement. The duty runs to the athlete even where, for a minor, the parent signs. In *Detroit Lions v. Argovitz*, an agent negotiated his client's contract with a team in which he himself held an interest; the court rescinded the contract for breach of the duty of loyalty and full disclosure.⁸ Never negotiate against your own financial interest, and when any interest exists, disclose it fully, in writing, and let the client obtain independent advice.

/ CONFLICTS TO SCREEN AT INTAKE

- Representing both the athlete and a payor, brand, team, or collective on the other side of a deal.
- Holding an equity interest in a collective, team, or sponsor that transacts with your clients.
- Steering a client into financial products in which you or an affiliate earn an undisclosed commission.
- Representing two clients who compete for the same roster spot, endorsement, or scarce opportunity.

Competing for clients has limits. In *Speakers of Sport v. ProServ*, the court distinguished lawful competitive puffery from actionable fraud and tortious interference.¹⁰ Compete on service and honest prediction; do not make false statements of fact or induce a breach.

The lawyer-agent overlay. When the agent is also a lawyer, the Rules of Professional Conduct apply on top, and are often stricter. In California, an athlete-agent violation is an independent ground for State Bar discipline, and the law license does not substitute for union certification.

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CHAPTER TWELVE

PENALTIES FOR UNLICENSED ACTIVITY

The section that should keep you registered. Criminal, civil, and administrative exposure that stack on top of one another.

THREE FORMS OF EXPOSURE, STACKED

HIGH-EXPOSURE JURISDICTIONS COLLECTED IN APPENDIX B

1 • CRIMINAL. Usually attaches to prohibited conduct, which typically includes soliciting while unregistered. The grade ranges from a low misdemeanor to a serious felony: Alabama grades it a Class B felony; Georgia a \$5,000–\$100,000 fine and one to five years; Oklahoma escalates a repeat to a \$50,000–\$500,000 felony.

2 • CIVIL AND CONTRACT. The agency contract is void and unenforceable, the agent must refund consideration and forfeit compensation, and both school and athlete may sue. California adds a \$50,000 civil floor.

3 • ADMINISTRATIVE. The enforcement agency can impose civil penalties without going to court, commonly capped at \$25,000, reaching \$50,000 or \$100,000 in some states.

Collateral consequences understate nothing. A conviction or revoked registration in one state can defeat reciprocal registration everywhere; a union can decertify you; and under SPARTA the school can recover its actual losses. For a lawyer, add State Bar discipline.

**REGISTER BEFORE YOU ACT.
THE COST OF REGISTRATION IS
TRIVIAL AGAINST THIS EXPOSURE.**

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CHAPTER THIRTEEN

BUILDING A COMPLIANCE PROGRAM THAT SCALES

Compliance is not a one-time filing; it is an operating system. Build a repeatable process so no engagement slips a gap.

FIVE SYSTEMS THAT KEEP YOU CLEAN

ASSUME YOU WILL BE AUDITED, AND BUILD THE FILE BEFORE IT STARTS

- 1 Intake that triggers the analysis.** Capture the sport and level, the athlete's age and guardian, the home and school states, the states of solicitation, and the scope of services. Those answers tell you which layers apply.

- 2 A registration matrix you maintain continuously.** Where you are registered, term and renewal date, security posted, and union certifications with their activity deadlines. A lapsed registration is an unregistered-activity problem.

- 3 A notice discipline.** The moment you sign a student athlete, calendar the school-notice deadline: seventy-two hours under SPARTA and the uniform acts, forty-eight for the agent in California. The FTC is now auditing exactly this.⁵

- 4 Deal review for NIL.** No third-party deal at or above the threshold goes out without a valid-business-purpose and fair-market-value file. For minors, no deal closes without parent co-signature and, where stakes justify it, court approval and a blocked trust.

- 5 The per-athlete compliance file.** The executed contract with both warnings, proof of registrations and security, dated school notices, NIL submissions and dispositions, fee documentation, and union records. Kept five years, open to inspection.

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CHAPTER FOURTEEN

COMMON PITFALLS AND ENFORCEMENT LESSONS

*Each item below has ended careers, voided contracts, or cost athletes their eligibility.
Treat it as a pre-flight check.*

TWELVE MISTAKES THAT END CAREERS

Assuming home-state registration covers you everywhere. The nexus is usually the athlete's state.

Missing the school-notice clock. 72 hours (SPARTA/uniform), 48 for the CA agent. The FTC audits this.

Letting a registration lapse. A lapse is unregistered activity, with full exposure.

Treating an NIL deal as automatically clean. Any deal at or above the threshold must clear NIL Go.

Signing a minor without disaffirmance protection. Only court approval defeats it, where available.

Commingling client funds. Hold the athlete's money in trust; never mix it with operating funds.

Confusing no registration with no rules. WA and WY require no certificate but felonize conduct.

Giving anything of value before signing. A meal, loan, gift, or guaranty is the most common violation.

Negotiating without union certification, or above the cap. The fee is unenforceable.

Charging a college athlete below market. A below-market fee is an impermissible benefit.

Self-dealing or undisclosed conflicts. Argovitz: it voids the deal and forfeits the fee.

Papering a deal to dodge a cap or license. Regulators read function, not labels.

Every pitfall shares a root: the wish to believe that a single visible compliance step covers the whole stack. It does not. The antidote is structure, documentation, disclosure, and current verification.

REFERENCE

COMPLIANCE TOOLS

Working checklists and a timing calendar you can run a file against. Starting points, not substitutes for confirming the live statute, fee schedule, and bylaw in each engagement.

STATE REGISTRATION CHECKLIST

FOR ANY UNIFORM-ACT (UAAA / RUAAA) STATE

- ☐ Confirm the state requires registration (several impose none; see Chapter 7 and Appendix A).
- ☐ Identify the administering agency (SOS, licensing division, athletic commission, or AG).
- ☐ Determine whether reciprocity applies; if so, file a copy of your existing certificate.
- ☐ Complete the application, including registration history and criminal/disciplinary background.
- ☐ Pay the initial fee and calendar the term (usually two years) and renewal date.
- ☐ Post any required security (none in most uniform-act states).
- ☐ Adopt a contract form with the state warning, fee/expense terms, and the fourteen-day cancellation right.
- ☐ Build the school-notice procedure: written notice within seventy-two hours or before the next event.
- ☐ Set the five-year records-retention system.

NON-UNIFORM STATE SPECIFICS

- ☐ **California:** SOS disclosure filing; \$30/\$20 fees; \$100K security; 48-hour agent notice; 15-day non-waivable rescission.
- ☐ **Florida:** DBPR license (~\$625 initial, ~\$225 renewal); no bond; third-degree felony for unlicensed activity.
- ☐ **Georgia:** SOS registration; \$10,000 surety bond; felony (\$5K–\$100K; 1–5 yr).
- ☐ **Louisiana:** DOJ annual registration; \$100 fee; misdemeanor to register, felony for inducement; Bar members exempt.
- ☐ **Ohio:** Athletic Commission; \$15,000 security; continuing education; Ohio-specific warning.
- ☐ **Texas:** SOS annual; \$50,000 bond before contact, +\$100,000 before financial services; Class A misd. or third-degree felony.

NOTICE & TIMING CALENDAR

CALENDAR THESE THE MOMENT THEY ARE TRIGGERED

TRIGGER	DEADLINE • AUTHORITY
Agent signs a student athlete (federal warning + school notice)	72 hr, or before next event • SPARTA § 7805(a)
Uniform-act school notice	72 hr, or before next event • RUAAA § 11
Athlete's right to cancel (uniform act)	Within 14 days • RUAAA § 12(a)
California: agent notice to the school	Within 48 hr • Cal. Bus. & Prof. Code § 18897.7
California: athlete's non-waivable rescission	Within 15 days • § 18897.77
Minor client: parent signature & cancellation	At signing; parent may cancel within 14 days • RUAAA §§ 10(g), 12(a)
College third-party NIL deal at/above threshold	Submit to NIL Go before payment (\$600+) • CSC guidance
Georgia high school NIL disclosure	To principal/AD within 7 days • GHSA Bylaw
Records retention	5 years (7 in California) • RUAAA § 13

Thresholds and bylaw deadlines change; confirm the current figure before relying on any row. The union certification checklist (Tool 3) is reproduced in full in Appendix C.

GLOSSARY OF KEY TERMS

AGENCY CONTRACT. An agreement authorizing a person to negotiate or solicit a pro-sports or endorsement contract. Signing one triggers SPARTA and the state acts.

COLLEGE SPORTS COMMISSION. The private entity enforcing the House settlement's revenue-sharing and NIL rules; runs NIL Go with Deloitte.

FAIR MARKET VALUE. The clearinghouse standard testing whether NIL pay falls in a defensible range for comparable deals.

NIL. Name, image, and likeness. Compensation for use of an athlete's identity, distinct from pay-for-play.

RECIPROCITY. The revised act's mechanism to register in another substantially similar state by filing a copy of the existing certificate.

SPARTA. The Sports Agent Responsibility and Trust Act, 15 U.S.C. §§ 7801–7807, the federal conduct-and-disclosure floor.

VALID BUSINESS PURPOSE. The clearinghouse requirement that a payor genuinely seek the athlete's NIL to promote a real product, not to recruit or retain.

ATHLETE AGENT. A person who recruits or solicits an athlete to sign a covered contract, or negotiates pro employment for compensation. The revised act reaches advisors and marketers.

DISAFFIRMANCE. A minor's power to void a contract. A parent co-signature does not eliminate it; judicial approval can.

MILLER-AYALA ACT. California's non-uniform statute: an SOS disclosure filing, \$100K security, and contract notices, with misdemeanor and civil penalties.

NIL GO. The CSC/Deloitte clearinghouse through which third-party NIL deals at or above the threshold must be reviewed before payment.

RUAAA / UAAA. The Revised (2015, am. 2019) and original (2000) Uniform Athlete Agents Acts, the model state licensing statutes.

TALENT AGENCIES ACT. California's license for anyone who procures entertainment or endorsement employment; can apply to an athlete's NIL work.

PAY-FOR-PLAY. Compensation for athletic participation itself; the disguised form of it is what the NIL enforcement machinery exists to catch.

APPENDIX A

REGISTRATION & PENALTIES BY JURISDICTION

Part 1 of 2 · Alabama through Missouri. Fees are often set by agency schedule and change without notice.
 “[V]” = not confirmed against a primary source; verify before relying.

ST.	MODEL ACT	FEE (IN/RNW)	SECURITY	CRIMINAL PENALTY	TERM
AL	RUAAA	\$200/\$100 [V]	None	Class B felony (intentional)	2 yr
AK	None enacted	n/a	n/a	No statute (SPARTA applies)	n/a
AZ	UAAA (no reg.)	None	None	Class 1 misd. (conduct)	n/a
AR	UAAA [V]	\$500 [V]	None	Misdemeanor [V]	2 yr
CA	Miller-Ayala	\$30/\$20	\$100,000	Misd.; ≤\$50k / ≤1 yr	7-yr rec.
CO	UAAA (reg. repealed)	n/a	None	Class 2 misd. (conduct)	n/a
CT	Repealed 2018	n/a	n/a	No statute (SPARTA applies)	n/a
DE	RUAAA	\$183	None	Class A misd.; \$500–\$2k	2 yr
DC	RUAAA	\$400/\$400	None	None adopted	2 yr
FL	Non-unif. (license)	~\$625/~\$225	None (repealed)	Third-degree felony	2 yr
GA	Non-uniform	\$200/\$250 [V]	\$10,000 bond	Felony; \$5k–\$100k; 1–5 yr	2 yr
HI	RUAAA	[V]	None [V]	[V]	2 yr
ID	RUAAA	\$250 [V]	None	Misdemeanor	2 yr
IL	Repealed	n/a	n/a	No statute (SPARTA applies)	n/a
IN	RUAAA	\$700/\$700	None	Level 6 felony	2 yr
IA	RUAAA	\$500/\$500	None	Serious misdemeanor	2 yr
KS	UAAA	\$515/\$515	None	Class A nonperson misd.	2 yr
KY	RUAAA	\$300/\$200	None	Class A misd.; Class D felony	2 yr
LA	Non-uniform	\$100/\$100	None	Misd.; felony (inducement)	1 yr
ME	None enacted	n/a	n/a	No statute (SPARTA applies)	n/a
MD	UAAA	\$1,000/\$1,000	None	Misd.; ≤\$10k / ≤1 yr	2 yr
MA	None enacted	n/a	n/a	No statute (SPARTA applies)	n/a
MI	None enacted	n/a	n/a	Inducement law only	n/a
MN	RUAAA	\$500/\$400	None	Gross misdemeanor	2 yr
MS	UAAA	\$200/\$200	None	Felony; ≤\$10k / ≤2 yr	2 yr
MO	RUAAA	~\$70/~\$70 [V]	None	Class A misd.; Class E felony	2 yr

REGISTRATION & PENALTIES BY JURISDICTION

Part 2 of 2 · Montana through Wyoming.

ST.	MODEL ACT	FEE (IN/RNW)	SECURITY	CRIMINAL PENALTY	TERM
MT	Repealed 2007	n/a	n/a	No statute (SPARTA applies)	n/a
NE	UAAA	\$300/\$150	None	Class I misd. [V]	2 yr
NV	RUAAA	\$500/\$500	None	Misd.; ≤6 mo / ≤\$50k	2 yr
NH	Repealed 2023	n/a	n/a	No statute (SPARTA applies)	n/a
NJ	No dedicated act	n/a	n/a	SPARTA; statutory fiduciary duty	n/a
NM	UAAA	\$250/\$250	None	Misdemeanor	2 yr
NY	UAAA	\$100/\$50	None	Class A misd.; Class E felony	2 yr
NC	UAAA	\$200/\$200	None	Class I felony	1 yr
ND	RUAAA	\$250/\$150	None	Class A misdemeanor	2 yr
OH	Non-uniform	~\$500 [V]	\$15,000	First-degree misdemeanor	2 yr
OK	RUAAA	\$1,000 [V]	None	Misd. (\$10k–\$250k); felony repeat	2 yr
OR	UAAA (am.)	\$250/\$150	None	Class A misd.; Class C felony	2 yr
PA	RUAAA + non-unif.	[V]	None	M3 (§ 3515); M1 (§ 7107)	2 yr
RI	UAAA	\$50/\$25	None	Misdemeanor [V]	2 yr
SC	RUAAA	\$1,500/\$700	None	Misd.; ≤\$10k or ≤3 yr	2 yr
SD	UAAA [V]	\$100/\$25	None	[V]	2 yr
TN	RUAAA	\$500/\$200	None	Class E felony	2 yr
TX	Non-uniform	\$500/\$500	\$50k+\$100k	Class A misd.; 3d-degree felony	1 yr
UT	RUAAA	~\$510 [V]	None	Class A misdemeanor	2 yr
VT	No statute	n/a	n/a	No statute (SPARTA applies)	n/a
VA	RUAAA	\$700/\$1,150 [V]	None	Class 1 misd.; Class 6 felony (3d)	1–2 yr
WA	Non-unif. (no reg.)	n/a	None	Class C felony (conduct)	n/a
WV	UAAA	\$50/\$10 [V]	None	Misd.; felony (inducement)	2 yr
WI	UAAA	[V]/\$38	None	≤\$10k / ≤9 mo (misd.)	2 yr
WY	Non-unif. (no reg.)	n/a	None	Felony (≥1 yr; ≤\$10k)	n/a

Sources: primary statutory text verified via a legal-research corpus and state codes; fees confirmed against administering-agency schedules where reachable. “[V]” = not confirmed against a primary source. Confirm every figure at time of use.

PENALTY EXPOSURE MATRIX

High-exposure jurisdictions. In every state the baseline civil consequence is the same: the contract is void, the agent forfeits and refunds compensation, and the school and athlete may sue. This matrix highlights where the criminal grade rises to a felony.

JURISDICTION	CRIMINAL GRADE · MAX FINE / PRISON	CIVIL & CONTRACT EXPOSURE
Alabama	Class B felony (intentional, unregistered) · Title 13A range	Void contract; forfeiture/refund; school & athlete action
Florida	Third-degree felony · up to 5 yr and \$5,000	Ch. 455 discipline; college may recover actual, punitive & treble damages
Georgia	Felony · \$5,000–\$100,000; 1–5 yr	\$10,000 bond available to claimants; administrative sanctions
Indiana	Level 6 felony · 6 mo–2.5 yr; up to \$10,000	Void contract; school & athlete civil action
Louisiana	Misd. (register); felony (inducement) · \$1k–\$10k; up to 5 yr	Forfeiture; refund; athlete fees and costs
Mississippi	Felony · up to \$10,000 and/or up to 2 yr	Void contract; school civil action
North Carolina	Class I felony · structured (~3–12 mo)	SOS civil penalty up to \$25,000; school civil action
Oklahoma	Misd. first; felony repeat · \$10k–\$250k / \$50k–\$500k	SOS civil penalty up to \$50,000; school & athlete action
Oregon	Class A misd.; Class C felony (inducement)	ODE civil penalty up to \$25,000; school & athlete action
Pennsylvania	M3 (§ 3515); M1 (§ 7107) · up to \$10k or 3x value; up to 1 yr	Admin. penalty up to \$50,000; school & athlete action
Tennessee	Class E felony · \$25,000 or 1–6 yr	SOS civil penalty up to \$50,000; school & athlete action
Texas	Class A misd.; third-degree felony · up to 10 yr and \$10,000	Bond conditioned on admin penalties and damages
Washington	Class C felony (no registration required) · up to 5 yr / \$10,000	Court civil penalty up to \$10,000; per se CPA violation
West Virginia	Misd.; felony (inducement) · up to \$50,000 or 1–3 yr	SOS civil penalty up to \$25,000; school civil action
Wyoming	Felony (no registration required) · at least 1 yr; up to \$10,000	Court civil penalty up to \$10,000; school civil action
California	Misdemeanor · up to \$50,000 and/or up to 1 yr; ≥1-yr suspension	Void; greater of actual or \$50,000 + punitive, fees; disgorgement
Missouri	Class A misd.; Class E felony if knowing	Civil penalty up to \$100,000; unfair-trade-practice liability
Most other UAAA/RUAAA	Misdemeanor (varies) · months and modest fines	Void; forfeiture/refund; admin. penalty commonly \$25k–\$50k

Civil consequences shown are in addition to any criminal penalty and apply whether or not a prosecution is brought. See Appendix A for the full citation for each jurisdiction.

PLAYERS' UNION CERTIFICATION COMPARISON

Union certification is separate from and additional to state registration. NHLPA and WNBPA specifics are largely non-public; confirm with the association. The MLSPA does not certify agents; soccer agents are FIFA-licensed and U.S. Soccer-registered.

UNION	DEGREE	EXAM	APP. FEE	FEE CAP	ACTIVITY RULE
NFLPA	UG + postgrad, or 7 yr exp.	Annual, 60-Q, open	\$2,500	3% (1.5/1% on tags)	1 player / 3 yr
NBPA	Four-year degree	Annual, in person (NYC)	~\$2,000	4% (2% at min.)	Seminars; dues Jul 1
MLBPA	None (gen./ltd.)	Open-book (Eng & Sp)	\$2,500	5% ceiling; min-salary floor	Designation 3 yr
NHLPA	Bachelor's [V]	Application + interview [V]	Not pub. [V]	5% reported [V]	Annual fee/seminar [V]
MLSPA	No cert. (FIFA + US Soccer)	FIFA agent exam	FIFA/USSF [V]	No MLSPA cap; FFAR susp.	FIFA CPD; SafeSport
WNBPA	Not pub. [V]	Not pub. [V]	Not pub. [V]	5% (base + bonus)	Not pub. [V]
FIFA	None (personal license)	FIFA Agent Exam (in force)	FIFA-set [V]	5%/3% (SUSPENDED)	License renewal + CPD

"[V]" = not confirmed against a primary/published source. The MLBPA sets no fixed percentage cap; 5% is the long-standing industry ceiling and a fee may not reduce the player's compensation below the applicable minimum salary. Obtain the NHLPA and WNBPA regulations directly. Verify the FIFA fee cap against the pending CJEU ruling (Case C-209/23) before treating it as binding.

THE RULE TO CARRY OUT

Get union-certified (or FIFA-licensed for soccer) **and** state-registered. Neither substitutes for the other, and when they set different fee limits, draft to the stricter one.

— ABOUT THE AUTHOR

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC

Brandon Leopoldus umpired in professional baseball before he ever practiced law. Five leagues. Seven playoff series. Two All-Star games. One championship series. That path, through the minor leagues and an Olympic family, is the lens he brings to every matter at Leopoldus Law, APC.

100+

ATHLETES ADVISED

25+

SPORTS

3

LEAGUES LAUNCHED

4

GOVERNING BODIES

He advises agents, agencies, and athletes on the full compliance stack this playbook maps: state registration and the uniform acts, SPARTA, players'-union certification, and the collegiate and high school NIL regimes. His practice reaches the whole business of sport.

He has served twice as Interim General Counsel for D.C. United of Major League Soccer, advised U.S. Olympic governing bodies, and helped develop and launch three startup leagues. He sits on the Board of Directors of the Sports Lawyers Association and teaches Sports Law as an adjunct professor at Loyola Law School in Los Angeles. His commentary has run in Sports Illustrated, ESPN, Teen Vogue, and The Daily Journal.

It traces back to watching his sister become the first Elite-level gymnast in Colorado. He lives in Los Angeles with his dog Harvey, named for the Hall of Fame umpire Doug Harvey.

ENDNOTES & DISCLOSURES

ENDNOTES

1. *NCAA v. Alston*, 594 U.S. 69 (2021) (subjecting NCAA compensation limits to antitrust rule-of-reason scrutiny; Kavanaugh, J., concurring). Confirm current NCAA policy.
2. *In re College Athlete NIL Litigation (House v. NCAA)*, No. 4:20-cv-03919 (N.D. Cal.), final approval June 6, 2025 (~\$2.8B backpay fund; direct institutional payment from July 1, 2025, subject to an annual per-school cap). Confirm the current cap.
3. College Sports Commission & NIL Go clearinghouse guidance (2025), incl. the July 2025 revision on booster-collective transactions (valid-business-purpose and fair-market-value review of third-party deals at or above the reporting threshold). Confirm current thresholds and standards.
4. Cal. Educ. Code § 67456 (Fair Pay to Play Act, SB 206) (guaranteeing NIL representation; routing agents through Miller-Ayala and SPARTA and attorneys through the State Bar). Confirm the current statute.
5. FTC SPARTA compliance inquiry letters to twenty Division I universities, Jan. 12, 2026 (first enforcement inquiry under the statute; school-notice timing and complaints). Assume ongoing FTC audit of the 72-hour notice duty.
6. Sports Agent Responsibility and Trust Act (SPARTA), 15 U.S.C. §§ 7801–7807 (federal conduct-and-disclosure floor; required warning at § 7804; school notice at § 7805(a); FTC and state-AG enforcement; institutional private remedy).
7. Revised Uniform Athlete Agents Act (2015, amended 2019) and Uniform Athlete Agents Act (2000) (registration, reciprocity, mandatory contract terms, 72-hour notice, records, and remedies). Enacted text varies by state; pull the enacting section.
8. *Detroit Lions, Inc. v. Argovitz*, 580 F. Supp. 542 (E.D. Mich. 1984) (rescission for an agent's breach of the fiduciary duties of loyalty and full disclosure where the agent stood on both sides).
9. *Collins v. National Basketball Players Ass'n*, 850 F. Supp. 1468 (D. Colo. 1991), aff'd, 976 F.2d 740 (10th Cir. 1992) (union agent-certification system exempt from antitrust under the statutory labor exemption); see NLRA § 9(a).
10. *Speakers of Sport, Inc. v. ProServ, Inc.*, 178 F.3d 862 (7th Cir. 1999) (distinguishing lawful competitive puffery from actionable fraud and tortious interference).
11. Miller-Ayala Athlete Agents Act, Cal. Bus. & Prof. Code §§ 18895–18897.97 (SOS disclosure filing; \$100,000 security; boldface notices; 48-hour agent notice; non-waivable 15-day rescission; void-contract and \$50,000-floor remedies); minor-contract approval, Cal. Fam. Code § 6751.
12. *Marathon Entertainment, Inc. v. Blasi*, 42 Cal. 4th 974 (2008) (the Talent Agencies Act regulates the conduct of procuring employment, not the job title; Labor Commissioner's original jurisdiction; severability).
13. FIFA Football Agent Regulations (FFAR) (mandatory personal license by exam, in force); service-fee cap, clearing-house, and double-representation limits suspended worldwide from late 2023 pending CJEU Case C-209/23. Verify status before quoting the cap.
14. NFLPA Regulations Governing Contract Advisors § 4 (maximum fee of 3% of the player's compensation, reduced to 2% and 1% for franchise- and transition-tag one-year tenders; “compensation” defined to exclude honor-incentive bonuses and collectively bargained benefits). Fees in practice commonly run below the cap, roughly 1.5–3%. Confirm the current regulations.
15. NBPA Regulations Governing Player Agents § 4.B.2 (maximum fee of 4% of compensation above the applicable minimum, and 2% where the player receives only the minimum). Typical fees run roughly 2–4%. Confirm the current regulations.
16. MLBPA Regulations Governing Player Agents (the MLBPA sets no fixed percentage cap; a fee may not reduce the player's compensation below the applicable minimum salary). The 5% figure is the long-standing industry ceiling for U.S. and Puerto Rican-born players, with roughly 3–5% typical in practice, not a union-imposed limit; see Darren Heitner, “Baseball Agency Blows Up Standard Agent Commission Model,” *Forbes* (Aug. 7, 2014). Confirm the current regulations and market practice.
17. NHLPA Regulations Governing Agent Certification (fees must be “fair and reasonable” and uniformly applicable; the NHLPA does not publish a percentage cap). Secondary industry sources report a maximum of 5%, with roughly 3–5% typical in practice. Obtain the NHLPA regulations directly to confirm any figure. [V]
18. WNBPA Regulations Governing Player Agents (maximum fee reported at 5% of player compensation, base and bonus; the WNBPA's fee and exam specifics are not publicly posted). Confirm the current regulations directly with the WNBPA. [V]

DISCLOSURES

This playbook has been prepared by Leopoldus Law, APC for educational purposes only. It reflects the law as understood on July 15, 2026, and provides general information about a topic of interest as of its publication date; it is not legal advice for any particular matter, and it does not create an attorney-client relationship between the reader and Leopoldus Law, APC or any of its attorneys.

Three categories of information change frequently and must be re-confirmed before you rely on them: registration fees, bond amounts, and renewal terms, which are usually set by agency schedule rather than statute; the collegiate NIL regime, including College Sports Commission and NIL Go thresholds, NCAA bylaw numbering, and any federal legislation or executive action; and high school NIL rules, which are set by state activities associations and revised almost monthly. Items that could not be confirmed against a primary source are flagged “[V].”

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