

A man in a dark grey suit and white shirt is smiling while talking on a mobile phone. He is wearing a gold watch and a ring. The background is a modern office with large windows and a reception desk.

**LEOPOLDUS  
LAW**

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THE  
**AGENT**  
**AGREEMENT**

*What your representation contract really says, what the law requires, and what to never sign*

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**BRANDON LEOPOLDUS, ESQ.**

*Current as of mid-2026. Agent regulation is tightening; confirm the rules before you sign.*

# THE CONTRACT ATHLETES READ THE LEAST IS THE ONE THAT MATTERS MOST.

The agent agreement is one of the most important contracts you will ever sign. It gets signed in a hotel lobby, in the excitement of being recruited, on the word of someone who is very good at being liked. Then it governs your money and your career for years.

Start from the right premise: the agent works for you. You are the client. That relationship is so prone to abuse that federal law, your state, your players' union, and a separate licensing law all regulate it, specifically to protect the athlete from the agent. That is not red tape. That is a set of rights built for you, and most athletes never learn they have them.

This guide walks through who regulates your agent, what the law requires the agreement to contain, what the fees really look like, and the terms that should stop you cold. Read the contract before you sign it, or have someone who works only for you read it. The autograph you want to see is on a DocuSign, not on a deal you did not understand.

THE WHOLE GUIDE, IN ONE LINE

**THE AGENT WORKS FOR YOU. ACT  
LIKE YOU ARE IN CHARGE  
BECAUSE YOU ARE.**

# WHO REGULATES YOUR AGENT

## FOUR LAYERS OF RULES, EACH A SOURCE OF PROTECTION

You are not on your own here, even if it feels that way. Here they are on one page.

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<b>FEDERAL</b>	<b>SPARTA</b> forces disclosures and bans bad conduct toward college athletes, enforced by the FTC.
<b>YOUR STATE</b>	California's <b>Miller-Ayala Act</b> , or the <b>Uniform Athlete Agents Act</b> elsewhere: registration, a bond, mandatory contract terms, and your right to cancel.
<b>YOUR UNION</b>	The <b>NFLPA</b> , <b>NBPA</b> , <b>MLBPA</b> , and the like, once you turn pro. Certifies agents and caps their fees on playing contracts.
<b>LICENSING</b>	California's <b>Talent Agencies Act</b> controls who may legally get you endorsement and appearance deals.

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Which layers apply depends on where you are in your career. Know which ones apply to you, because each is a lever you can pull if an agent crosses a line.

# THE FEDERAL LAYER, AND THE COLLEGE-ATHLETE PROTECTIONS

## SPARTA SETS THE BASELINE

At the federal level, the Sports Agent Responsibility and Trust Act sets baseline rules for how agents deal with student-athletes. It requires specific written disclosures in the contract, requires notice to your school, and flatly prohibits an agent from lying to you or giving you money or gifts to induce you to sign. It is enforced by the Federal Trade Commission and the states, and after years of sitting mostly dormant, it is now being enforced in earnest as regulators turn their attention to the NIL era. An agent who breaks these rules is not just unethical. They are exposed.

And to be clear about a right you now have: a college athlete is entitled to hire representation for NIL matters, an agent or an attorney, and to be paid for their name, image, and likeness. The days of being barred from professional help are over. The question is no longer whether you can have representation. It is whether the representation you pick is any good, and whether the contract is fair.

**LYING TO YOU, OR PAYING YOU TO  
SIGN, IS NOT A GRAY AREA. IT IS A  
FEDERAL VIOLATION.**

# YOUR STATE'S ATHLETE-AGENT ACT

## THE FIRST PRACTICAL TEST: ARE THEY REGISTERED AND BONDED?

On top of the federal floor, your state regulates athlete agents directly. California does it through the Miller-Ayala Athlete Agents Act, which requires agents to register, post a bond, put specific terms and conspicuous warnings in their contracts, and respects your right to get out of an agreement you were rushed into. If an agent is not registered and bonded as the law requires, that tells you something before you read a single clause.

Most other states use a version of the Uniform Athlete Agents Act instead, which covers the same ground: registration, required disclosures, written notice to your school, and, importantly, a right to cancel the agency contract within fourteen days of signing. That cancellation window is a real protection. If you signed in the heat of the moment and had second thoughts, you may not be stuck. Know your state's version, because the deadline is short and it matters.



### DID YOU KNOW?

Most states give you a 14-day right to cancel an agency contract after signing. California's Miller-Ayala Act protects your right to rescind an agreement you were rushed into. Know the deadline before you sign, not after.

# THE UNION LAYER

## A THIRD REGULATOR APPEARS ONCE YOU TURN PRO

If you turn professional in a major league, your players' union enters the picture. The NFLPA, the NBPA, the MLBPA, and their counterparts certify agents, and an agent who is not certified cannot represent you in your playing contract at all. The union also does something no other layer does: it caps what your agent can charge on your playing contract, often at a low single-digit percentage, and it can discipline or decertify agents who misbehave.

This matters more than it sounds. It means that for the biggest contract of your career, your salary deal, the fee is not a negotiation, it is a ceiling set by your union for your protection. An agent quoting you a higher number on your playing contract than the union allows is either confused or testing you. Neither is who you want handling your career.

**ON YOUR PLAYING CONTRACT, THE  
FEE IS A CEILING, NOT A  
NEGOTIATION.**

# THE ENDORSEMENT WRINKLE: WHO CAN GET YOU WORK

## A TRAP THAT CATCHES ATHLETES AND THE PEOPLE AROUND THEM

In California, getting someone employment, procuring a deal, is a licensed activity. A person who procures employment for talent has to be a licensed talent agent, and the state's highest court has held that even occasional, incidental procurement counts. Do it without a license and the whole contract can be thrown out, with a court deciding how much, if anything, the person gets paid.

The practical point is that "agent," "manager," and "licensed talent agent" are not interchangeable words, even though people use them as if they are. Someone can lawfully advise you and manage your career without a license, but the moment they start procuring your endorsement and appearance deals, licensing law is in play. This is exactly the kind of thing that seems like a technicality until a dispute erupts and a bad structure unravels the compensation for everyone. Get the roles, and the licenses, right on the front end.

### THE DISTINCTION

Advising and managing your career does not require a license. Procuring your endorsement and appearance deals does. Know which one the person in front of you is actually doing.

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**THE ONES WHO  
WANT YOU TO SIGN  
TONIGHT ARE  
TELLING YOU WHO  
THEY ARE.**

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**BRANDON LEOPOLDUS, ESQ.**

*Founder, Leopoldus Law, APC*

# WHAT IS ACTUALLY IN THE AGREEMENT

## THE TERMS THAT DECIDE FAIR DEAL OR TRAP

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- **SCOPE.** What is the agent actually representing you for: your playing contract, your marketing and endorsements, your NIL, or everything? Grant only what you mean to.
  - **FEES.** How much, on what income, and when. Make sure the contract says clearly what the agent gets a cut of, and, just as important, what they do not.
  - **TERM AND TERMINATION.** How long are you locked in, and how do you get out? Watch for long terms, automatic renewals, and fees that keep following you after you have left.
  - **EXCLUSIVITY AND CONFLICTS.** Is the agent your only representative, and does the agency represent people or brands whose interests cut against yours? A conflict buried in the contract is a conflict you agreed to.
  - **EXPENSES AND POWER OF ATTORNEY.** What can the agent charge back to you, and can they sign or commit you to anything on their own? A broad power of attorney is a clause to question, not to skim past.
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### THE READABILITY TEST

The whole document should be readable, and it should be fair. An agent agreement written to be confusing was written that way on purpose. If you cannot understand it, that is not your failure. It is a warning.

# THE FEE REALITY

WHERE ATHLETES LOSE THE MOST QUIETLY

**PLAYING CONTRACT**

## UNION-CAPPED

Typically in the low single digits. Set by your union for your protection.

**MARKETING & ENDORSEMENTS**

## 10-20%

No union cap. Fifteen percent is a common figure. Negotiable, unlike the playing-contract fee.

Those are different worlds, and a good agreement treats them separately rather than applying one big percentage to everything. And know what is not commissionable. Money that is not the fruit of the agent's deal-making, an athletic scholarship, educational-expense payments, and similar money that comes to you regardless of any deal, should not be feeding an agent's commission. An agreement that quietly takes a percentage of your scholarship or your school-provided benefits is taking money it did not earn.

**DRAW THE LINE, IN WRITING**

Scholarships and education payments are not the agent's to take a cut of. Get that carve-out in the contract, before you sign.

# WHAT TO DO NEXT

BEFORE YOU SIGN WITH ANYONE, HERE IS THE ORDER

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- Confirm the agent is registered and bonded under your state's athlete-agent law, and, if you are a pro, certified by your union.

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  - Know which layers of protection apply to you, and know your cancellation window if your state has one.

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  - Have the agreement reviewed by someone who works only for you, before you sign, not after.

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  - Nail down the scope and the fees: what the agent represents, what they get a cut of, and what they do not.

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  - Fix the term, the exit, exclusivity, conflicts, expenses, and any power of attorney.

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  - Make sure non-commissionable money, like scholarships and education payments, is carved out.

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  - Confirm that whoever is procuring your endorsement deals is legally allowed to do so.
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**A GOOD AGENT WELCOMES THIS  
SCRUTINY. THE CONTRACT IS THE  
RELATIONSHIP.**



— 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. One infamous appearance on SportsCenter. 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

**6**

PRO TEAMS

**4**

GOVERNING BODIES

Leopoldus Law is a sports and entertainment boutique in Culver City, California. Brandon reviews and negotiates agent, agency, NIL, and representation agreements for athletes from high school through the professional ranks, against the federal, state, union, and licensing rules that govern them.

He sits on the board of the Sports Lawyers Association and teaches Sports Law at Loyola Law School. The firm works with athletes and the people who advise them. Sports clients only. No exceptions.

## **A NOTE ON HOW TO USE THIS GUIDE**

This guide is educational and current as of mid-2026. Athlete-agent regulation, union fee rules, and NIL-era enforcement are changing, and specifics stated here may have changed by the time you read this. It is not legal advice for your situation, and reading it does not make Leopoldus Law your lawyer.

Confirm the current rules for your state, league, and union, and have any representation agreement reviewed by counsel who works only for you before you sign. If you would like that counsel to be us, reach out.

**REACH OUT**

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## ENDNOTES

- **1** 15 U.S.C. §§ 7801-7807 (Sports Agent Responsibility and Trust Act (SPARTA); requires specified written disclosures in athlete-agent contracts with student-athletes and notice to the educational institution, prohibits false or misleading conduct and giving anything of value before signing, and is enforced by the Federal Trade Commission and state authorities). In 2026 the FTC opened compliance inquiries into sports-agent conduct; confirm the current enforcement posture.

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- 2** Cal. Educ. Code § 67456 (a California postsecondary student-athlete's right to earn NIL compensation and to obtain professional representation, including by an athlete agent or attorney).

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- 3** Cal. Bus. & Prof. Code § 18895 et seq. (Miller-Ayala Athlete Agents Act; agent registration, surety bond, mandatory contract terms and conspicuous warnings, and a student-athlete's right to rescind). Confirm current sections.

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- 4** Revised Uniform Athlete Agents Act (2015) (adopted in most states; agent registration, required contract disclosures, written notice to the athlete's educational institution, and a student-athlete's right to cancel the agency contract within 14 days). California regulates athlete agents under its own Miller-Ayala Act rather than the uniform act.

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- 5** Cal. Lab. Code § 1700 et seq. (California Talent Agencies Act); *Marathon Entertainment, Inc. v. Blasi*, 42 Cal. 4th 974, 985-91, 997-98 (2008) (a person who procures employment for an artist must be licensed as a talent agent, and unlicensed procurement may void the contract, subject to the Labor Commissioner's discretion to sever and partially enforce lawful management services).

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# THE SAFEST CALL IN SPORTS.

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