

Uniform violation — The state-law patchwork governing athlete agents in the NIL era

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(October 05, 2026) - Colin Cloherty of Wiley Rein LLP examines the complex and uneven patchwork of state laws regulating athlete agents in the NIL era, from uniform acts to varying state-specific statutes.

Federal developments have recently drawn much of the attention in athlete-agent regulation. Earlier this year the Federal Trade Commission (FTC) sent letters to 20 colleges and universities seeking information about their athletes' agents' compliance with the Sports Agent Responsibility and Trust Act, while Congress considers the proposed Protect College Sports Act (PCSA), which would regulate agent conduct directly.

State law, however, has long supplied the principal professional-regulation framework for athlete agents.

That framework is changing. This summer, Louisiana enacted Act 895, the newest in a long line of state athlete-agent statutes and a notable effort to update an older regulatory model for the NIL market. Ohio also amended its homegrown athlete-agent law earlier this year to address name, image, and likeness (NIL) issues. But many of these statutes were originally written largely for a different version of college sports, one before NIL and the transfer portal.

The resulting state-law landscape is extensive but uneven. Most states use some version of the Uniform Athlete Agents Act (UAAA) or the Revised Uniform Athlete Agents Act (RUAAA), promulgated by the Uniform Law Commission (ULC) in 2000 and 2015 and enacted in more than 40 states.

Yet state amendments, differing enactments, and changes in the athlete-agent relationship have made the regimes much less uniform in operation than the model acts suggest. Ohio retains its own registration statute, California regulates athlete agents through a different professional-regulation model, and nine jurisdictions have no athlete-agent-specific statute.

For agents, agencies, schools, and conferences operating across state lines, the governing rules therefore vary not only between the UAAA and RUAAA, but also among states ostensibly following the same model.

The original UAAA: Protecting eligibility through registration and disclosure

The ULC is a nonprofit organization of state-appointed commissioners, generally lawyers, judges, legislators, and legal scholars, that develops model statutes intended to promote consistency among state laws.

In 2000, it promulgated the UAAA against a background of differing state athlete-agent laws then already in place.¹ Its focus reflected the central college-sports concern before NIL and the transfer portal: protecting student-athletes and educational institutions from agent conduct that could jeopardize an athlete's eligibility.

Registration was the UAAA's organizing principle.

It defined an athlete agent as an individual who entered into an agency contract with a student-athlete or directly or indirectly recruited or solicited a student-athlete to enter one, and generally required that agent to register in each state where the statute applied.

The application process demanded disclosures concerning training, experience, education, criminal history involving moral turpitude, prior false or deceptive representations, licensing or disciplinary history, and the agent's business.

For a corporate agency, that business information included officers, directors, and shareholders owning at least 5% of the company.

The statute also imposed rules on the agency relationship itself. Contracts had to identify the services the agent would provide, the persons who would receive compensation from the athlete, the amount and method of calculating that compensation, and reimbursable expenses.

The agent and athlete were required to notify the athlete's school within 72 hours of signing, or before the athlete's next scheduled event if earlier, and the student-athlete received a 14-day cancellation right.

The UAAA also prohibited materially false or misleading information, certain pre-contract benefits, unregistered solicitation, predated or postdated contracts, and failures to warn athletes about eligibility consequences. A violation could trigger criminal, civil, or administrative sanctions, and an educational institution harmed by a violation could sue.

By 2014, 42 states had enacted some form of the UAAA, and versions of the original act remain controlling law in 19 states.² But the statutes built on this common template are far from identical, and the differences reach the two things an agent cares about most: what it costs to register and what happens if the rules are broken.

New York charges a \$100 application fee (\$50 for renewals) for a two-year registration, provides a seven-day safe harbor for athlete-initiated contacts, and treats most first-time violations as misdemeanors, with administrative or civil penalties of up to \$25,000.

Arkansas requires a \$500 application fee, treats core improper-inducement conduct as a felony punishable by as much as six years' incarceration, and authorizes the Attorney General to seek civil penalties of up to \$250,000, along with possible revocation and a reapplication bar of as long as five years.

A statute derived from the same model can therefore function as relatively routine professional licensing in one jurisdiction and create felony exposure in another.

The RUAAA: Broader coverage and modernized requirements

By 2014, differences among state enactments had become substantial enough that the ULC undertook a revision designed in part to restore greater consistency. The result was the Revised Uniform Athlete Agents Act (RUAAA), issued in 2015.³ The revision retained much of the UAAA's structure but widened its reach and updated several features of the registration and enforcement regime.

The first major change was coverage. Whereas the UAAA centered on individuals who contracted with or recruited student-athletes, the RUAAA also reaches individuals who procure professional employment, provide compensated financial or career advice, manage an athlete's business affairs, or furnish benefits in anticipation of representation.

That expansion matters in an NIL market populated by marketing representatives, financial advisers, and other professionals who may not describe themselves as athlete agents. Depending on the jurisdiction and the services performed, even a lawyer advising student-athletes can move from providing ordinary legal services into activity covered by the athlete-agent statute.

The RUAAA also created an express reciprocity mechanism. A state may streamline registration for an agent who is already registered in a jurisdiction whose requirements are similar to or more demanding than its own. That can reduce some of the administrative burden of multistate practice, but it does not create a national license. An agent remains responsible for determining where registration is required and for securing registration in each applicable state.

Beneficial-ownership disclosure is another important difference. The UAAA's 5% ownership disclosure focused on shareholders when the agency was a corporation.

The RUAAA extends disclosure to persons holding, directly or indirectly, at least a 5% equity interest in a non-corporate agency, including a partnership or limited liability company (LLC), a form commonly used by large sports agencies. Because indirect ownership is included, the required disclosure can extend beyond the employing agency and into parent or holding-company structures.

For an agency with outside investors or multiple ownership tiers, an individual agent's state filing can therefore reveal portions of the firm's broader ownership architecture.

That feature turns individual registration into an agency-wide compliance issue. The ownership structure described in one agent's filing should match the structure described by other agents at the same firm, even when they are registering in different states at different times.

Large agencies therefore have reason to coordinate registrations nationally, maintain consistent ownership disclosures, and track the separate renewal dates, amendment duties, statutory changes, and registration triggers that apply to individual agents across jurisdictions.

The RUAAA also altered prohibited conduct and enforcement.

It gave student-athletes their own private right of action in addition to the criminal, administrative, and civil remedies available to states and schools. It moved school notification earlier in the process by requiring notice before recruiting a student-athlete, added contract requirements, extended certain notice and contract rights to parents and guardians, and required schools to report known violations to regulators.

Following the 2018 report of the Commission on College Basketball, the ULC also relaxed the categorical prohibition on providing anything of value before signing, reflecting the possibility that some agent-provided benefits could be permissible under evolving college-sports rules.

The ULC reports that 22 jurisdictions have adopted the RUAAA, including the 2019 Amendments.⁴ Those enactments nevertheless vary materially.

Many RUAAA states charge initial registration fees below \$500, while South Carolina requires \$1,500 initially and \$700 for renewal, together with biennial continuing education. South Carolina generally treats violations as misdemeanors; Kentucky classifies certain contract violations, and knowing violations of prohibited-conduct provisions, as Class D felonies.

Iowa gives the Secretary of State subpoena authority and treats violations as unlawful practices under its consumer-fraud law, adding investigative and injunctive tools. Oklahoma and Pennsylvania require surety bonds of \$50,000 and \$20,000, respectively, while many other RUAAA jurisdictions impose no comparable bond.

Good standing in one RUAAA state thus says little by itself about the cost, conduct rules, or exposure an agent will face in the next. Any state-law consequences also sit alongside potential federal liability under the Sports Agent Responsibility and Trust Act (SPARTA).

Louisiana moves past the uniform model

Louisiana's Act 895 illustrates how NIL-era amendments can preserve the RUAAA's basic architecture while moving well beyond its baseline.

The statute expressly reaches compensated advice or representation involving endorsement and NIL activity, requires a separate written disclosure for endorsement representation, and makes failure to execute that disclosure a basis for forfeiting compensation.

It also expands the ownership inquiry by requiring disclosure of persons with a 5% or greater direct or indirect interest without drawing the RUAAA's distinction between corporate and non-corporate entities.

For agents handling professional playing contracts, Louisiana adds a players-association certification requirement, and it separately requires state-prescribed training.

Its remedies are also unusually consequential: administrative fines may reach \$100,000 per violation, an athlete may recover damages, costs, and attorneys' fees, an agent can be required to forfeit and refund compensation, and certain contracts arising from unregistered conduct are void.

Louisiana therefore shows both sides of the current trend. States can use the uniform acts as a foundation for modernizing athlete protections, but each state-specific addition also makes reciprocity and multistate compliance more complicated.

Ohio's homegrown statute: Bonds, trust accounts, and contract limits

Ohio never adopted either uniform act and instead maintains its own athlete-agent statute. The regime resembles the UAAA and RUAAA in several respects but adds requirements the uniform acts do not contain.

An athlete agent must maintain either a \$15,000 surety bond or certificate of deposit, or \$50,000 in malpractice insurance. An agent who receives revenue for an athlete must place the funds in an interest-bearing trust account and disclose the account to the state. Ohio also prohibits an agent from sharing commission fees with a person who is not an employee.

Ohio is similarly prescriptive about contract terms.

Amendments enacted this year in response to NIL prohibit contracts extending beyond an athlete's intercollegiate eligibility, itself a potentially contested question, and prevent an agent from taking compensation tied to the athlete's post-collegiate

NIL rights. The parties must use a state-provided form containing prescribed warnings, Ohio law governs the agreement, and arbitration provisions are generally void.

Because this system was not built on either uniform act, an agent entering or leaving Ohio cannot assume that the reciprocity analysis will track the one used among UAAA or RUAAA jurisdictions.

California regulates conduct and disclosure, not licensure

California follows another model altogether. Instead of making registration the principal mechanism for regulating the agent-athlete relationship, the state regulates athlete agents as a profession and distinguishes between representation of student-athletes and professional athletes. The Miller-Ayala Athlete Agents Act is the principal statute governing dealings with student-athletes.

In contrast to UAAA and RUAAA jurisdictions, California generally does not condition athlete-agent activity on first obtaining a license. Miller-Ayala instead relies on conduct rules, contract requirements, disclosures, remedies, and public filing obligations.

California separately regulates aspects of professional-athlete representation, including contract terms, prohibited conduct, and termination rights, reaching relationships that the uniform acts generally leave to players associations and ordinary contract law.

Because California also has a separate NIL statutory framework, compliance analysis there requires attention to more than Miller-Ayala alone.

States without a specific statute are not necessarily unregulated

Nine jurisdictions, including Puerto Rico, have no athlete-agent-specific statute.⁵ Their absence from the UAAA/RUAAA map does not leave athlete representation outside the law.

NIL statutes, general principles of agency and contract, consumer-protection laws, and prohibitions on deceptive practices may still govern the conduct at issue, while league and players-association rules can regulate representation connected to professional employment.

Overlapping regimes multiply the risk for agents and agencies

None of these regimes operates in isolation. A single representation can implicate federal law and several state statutes at the same time.

SPARTA establishes a federal floor while preserving stricter state requirements, meaning the same conduct may draw FTC scrutiny, state regulatory action under a UAAA, RUAAA, Ohio, or California regime, and a private claim by an athlete or school.

An agent dealing with an athlete who resides in one state, attends school in another, and signs an agreement in a third may therefore confront several overlapping bodies of law, each with its own registration rules, contract requirements, and remedies.

Those obligations accumulate rather than displace one another. Conduct treated as an administrative violation in one state may carry criminal consequences in another and support a private action somewhere else.

The stakes are not theoretical. Zion Williamson's successful challenge to an agency agreement eliminated the agency's \$100 million counterclaim and ultimately produced an award of nearly \$700,000 in legal fees.⁶

Why the state-law patchwork matters now

The NIL market is frequently described as the "wild west," often with the accompanying claim that athlete representation exists in an enforcement vacuum.

Professional sports provide an obvious contrast: players associations regulate agents pursuant to collective bargaining relationships. College athletes, by contrast, do not operate under an equivalent union-based system, and the NCAA does not regulate representatives in the same manner as the professional players associations.

The relative lack of enforcement should not be confused with a lack of governing law. The existing state statutes were largely built to protect student-athletes and schools from eligibility consequences, and for years they operated in the background of college sports.

NIL changed the market more quickly than it changed the statutory architecture. The central economic concern is now compensation and representation itself, even though much of the legal framework still traces to an era when preserving eligibility drove the regulatory design.

There are indications, however, that the quiet period may be ending.

Federally, the FTC has begun invoking SPARTA and Congress continues to consider legislation aimed directly at agent conduct. States such as Louisiana and Ohio are revising their statutes for the NIL environment, and private enforcement by athletes, schools, and potentially conferences provides another possible source of pressure.

The civil remedies alone can matter: Louisiana's statute and the Williamson litigation both illustrate that noncompliance can threaten an agency's compensation and expose it to the athlete's legal fees. A body of law that once attracted limited attention may therefore become substantially more important without the enactment of an entirely new regulatory system.

Practical implications

For agents and agencies. The first question is jurisdictional: identify every state with a meaningful connection to the representation, which may include where the agent operates, where the athlete resides, where the athlete attends school, and where relevant conduct occurs.

The next step is to identify the governing regime and determine whether the services being provided fall within that state's definition of an athlete agent. That inquiry is not always obvious. The RUAAA and newer laws such as Louisiana's reach beyond

traditional contract advisers to certain marketing, financial, and endorsement-related services, and professionals who do not view themselves as athlete agents may nevertheless fall within the statute.

Registration is best approached as a coordinated system rather than a collection of unrelated filings. Reciprocity can reduce cost and administrative work when a state accepts registration from a jurisdiction with comparable or stricter requirements, but the analysis is state specific.

For national agencies, beneficial-ownership disclosure makes coordination especially important because agents across the firm may be describing the same ownership structure in multiple jurisdictions. The agency must keep those descriptions consistent while separately tracking renewal dates, update obligations, amendments, and new legislation.

Compliance also requires attention to the substantive conduct rules in every state where the agent operates, not merely completion of the registration form.

For student-athletes. Before retaining a representative, an athlete should confirm that the person is registered or otherwise authorized to act in the relevant jurisdiction and that the agency agreement contains the protections state law requires. Those rules become particularly important when a relationship breaks down.

Depending on the statute, an agent's violation may permit the athlete to recover compensation already paid, obtain attorneys' fees and costs, or avoid enforcement of the contract altogether.

Athletes should also ensure that their representation and NIL agreements comply with applicable athlete-agent laws and, when professional employment is involved, relevant players-association requirements.

For schools and conferences. A school's compliance analysis may extend beyond the state in which the campus is located. If an athlete's residence or other contacts trigger another jurisdiction's law, determining whether a representative is properly registered can require understanding both regimes.

Verification is made harder by inconsistent public-access practices: some states make agent information publicly available, while others provide less visibility. Schools can require compliance, report suspected violations to regulators, and, where the statute allows, use private enforcement rights as a means of protecting athletes rather than merely punishing agents.

Conferences face the same issue across a larger footprint. They must consider the laws of every state in which member institutions are located and potentially the home states of athletes at those institutions.

At the same time, their scale gives them an advantage: conferences can aggregate information about agents across member schools and develop a clearer picture of who is operating in the market and where compliance problems recur, so long as any coordinated approach is designed with appropriate attention to antitrust constraints.

The result is not a problem that can be solved by reading one statute. Federal law sits beneath divergent state regimes; the two uniform acts differ from one another and from the state-specific versions enacted under their names; Ohio and California follow separate models; and schools and conferences may impose additional obligations that this article does not attempt to catalog.

Applying that framework requires understanding how the regimes interact and how an athlete's residence, school, the agent's conduct, and the place of contracting can affect which rules apply. It is a substantial and changing body of law.

As regulatory and private-enforcement attention increases, organizations that understand the patchwork before an inquiry, lawsuit, or voided contract arises will be better positioned than those forced to reconstruct it afterward.

Notes:

1 <https://bit.ly/47s60ts>; <https://bit.ly/3VXgZsh>

2 <https://bit.ly/47s60ts>

3 <https://bit.ly/4iQXV8N>

4 <https://bit.ly/47s60ts>

5 Id.

6 *Williamson v. Prime Sports Mktg., LLC*, 101 F.4th 302 (4th Cir. 2024).

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