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New York Passes Law to Protect Models On and Off the Runway

Published by *The Katten Kattwalk* | Issue 29

Summer 2025

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New York is one of the largest epicenters of artistic expression, housing top fashion brands and modeling agencies alike. From striking a pose to walking down a runway, modeling has been a steady profession for many New Yorkers. Starting on June 19, all model management companies, model management groups and clients must comply with responsibilities and prohibitions set out in the New York State Fashion Workers Act (NYS Labor Law, Article 36). Additionally, starting December 21, management companies and model management groups must register and comply with the New York State Department of Labor.

Who Falls Under the Act

Under the New York State Fashion Workers Act (Act), a model is a person who performs modeling services as part of their trade, occupation or profession and can be either an independent contractor or an employee of a company. A model management company is any person, business or organization that (1) is in the business of managing models' participation in entertainments, exhibitions or performances; (2) secures, or attempts to secure, modeling employment or engagements for models for a fee; or (3) provides counseling services or guidance on working in the modeling industry to models for a fee. Lastly, a model management group refers to two or more model management companies that are owned by the same person(s), business, organization or parent company.

What to Expect:

On June 19, all model management companies and groups who do business in New York must comply with certain requirements. Some key provisions include:

- obtain informed and voluntary consent from models through a signed agreement before any sexually explicit material with their likeness can be created, shared or distributed.
- provide models with a written or digital copy of their deal memo before work begins. This deal memo must state the model's total compensation and payment term, among other content, as agreed to by the model.
- provide models with the final booking agreement that the model management company negotiated with the client, in the language requested by the model. This must be provided within seven days of the end of the model's booking. Model management companies must make best efforts to sign this agreement before work begins.
- inform models about any financial relationship that might exist between the model management company and the client. This can include royalty payments, expenses that must be paid by the model, etc. Management companies are prohibited from deducting money from a model's paycheck for a fee or expense that was not agreed to in the model's contract and paying for a model's travel or visa-related costs in advance with the expectation that the model will reimburse the costs at a later point without consent from the model.
- obtain clear written approval from the model to create or use a model's digital replica. This approval must be separate from the representation agreement and should detail the scope, purpose, rate of pay and length of time the replica will be used.
- prohibiting a deposit or collecting a fee from a model for signing a contract or agreement with the model management company or group.
- prohibiting a model to be required to sign a representation agreement with the model management company for a period of more than three years or a contract that renews without the model's written approval.

These key provisions ensure that model management companies are transparent about what is in a model's contract, the work the model will be doing and the compensation the model should be receiving. Additionally, prohibiting alterations of a model's digital replica without consent gives models ownership of their own work, despite being under contract of a big agency or brand.

How Does This Affect the Industry?

The Act also governs the clients and fashion brands who hire and manage models through a model management company or group. Many of the responsibilities established for model management groups are also required to be implemented by clients. Some other key provisions are that such clients must:

- pay models one and a half times their contracted hourly rate if a model works more than eight hours in a 24-hour period, and provide at least one 30-minute meal break during any work that lasts over eight hours in a 24-hour period.
- ensure that any employment, engagement, entertainment, exhibition or performance that requires nudity or other sexually explicit material complies with New York State Civil Rights Law Section 52-c(3).
- allow models to bring their agent, manager, chaperone or other representative to any employment, engagement, entertainment, exhibition or performance.
- provide liability insurance to cover and ensure the health and safety of models.

Similar to the model management companies, clients and fashion brands must ensure the health and safety of the models they are employing. Although models work for a separate entity through the modeling agencies, the Act recognizes that fashion brands should also have a set of rules to guarantee workplace safety.

Conclusion:

The Act is a critical step toward protecting models in the fashion industry. Model management agencies and fashion companies should have made any necessary changes to ensure they are complying with the responsibilities that took effect on June 19. Moreover, they should be preparing to register with the New York State Department of Labor, as it will be December before we know it. It is too soon to see how this will impact the modeling industry, but Katten will continue to monitor changes to ensure our clients are following the law accordingly.

To read the Act in full, please visit this page.

**Justin Murphy, a 2025 summer associate, authored this article.*

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