



Intellectual Property for Religious Organizations

Guidebook and Forms
2015 Edition

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INTRODUCTION

Churches are some of the most creative places on earth. Every week, church staff is called upon to create sermons, songs, Bible and Sunday school lessons, music, books and teaching materials, and all other kinds of creative works. Every week churches use media, such as movies and audio clips to emphasize sermon and teaching points. They frequently make use of original art design, clip art, computer graphics, and animation, photographs, words and lyrics for songs displayed on screens, dramatic readings, plays, and dance. Churches are also frequent creators of new names for the church itself, new projects, church ministries, products, and services. The church's creative works, ideas, and concepts are what the law calls "intellectual property." Most experts categorize intellectual property into four categories:

- ❖ Copyrights;
- ❖ Trademarks;
- ❖ Trade Secrets; and
- ❖ Patents.

But churches should think twice before singing that new worship song next Sunday or before using that scene from a popular movie as a sermon illustration. Believe it or not, even though the churches have had the best of intentions, courts have found them financially liable for using the works of another person without permission.

Your church needs to be concerned with two broad categories regarding its creation, use, and protection of intellectual property:

1. ***Inside Sources:*** When intellectual property is created by church staff or others working for the church, this is an internal source, and it needs to be protected; and
2. ***Outside Sources:*** When intellectual property is brought into the church from outside vendors or through copies of media sources, you need to make sure that all laws have been followed and that the church is not exposed to liability for improper use of the intellectual property of another.

Every church needs to have an individual(s) responsible for keeping track of the church's use of intellectual property both from inside and outside sources. Many churches have their human resources director or executive pastor perform this function, while churches with larger staff may have a creative arts director, media director, or other specialized employee to deal with these issues. The church needs to create policies, resolutions, job descriptions, or other documentation to establish how intellectual property is to be dealt with at the church.

WHAT IS A COPYRIGHT?

A *copyright* is one kind of intellectual property right, granting legal rights to an author, composer, playwright, publisher, or distributor to exclusive publication, production, sale, or distribution of a literary, musical, dramatic, or artistic work. An example of this would be a sermon or a song.

A copyright gives its owner an exclusive right to control the use of the work, and federal law secures that right for a limited time. Copyright is a property right and therefore can be sold, given away, inherited, leased, and divided. The rights associated with copyright include:

- ❖ *Reproduction of works*: only the owner of a copyrighted work is allowed to reproduce or copy that work;
- ❖ *Preparation of derivative works based on the original work*: only the owner of a copyrighted work is allowed to create new works that are “based” on a pre-existing work. U.S. copyright law describes this derivative work as: “...a work based on one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which a work may be recast, transformed, or adapted”;
- ❖ *Distribution of copies of works*: only the owner of that work can make the work available to the public by sale, rental, lease, lending or gifting. There is a “first sale” doctrine allowing a purchaser to re-sell a CD, for instance without getting permission;
- ❖ *Performance of works*: the owner controls if and when a work will be performed publicly;
- ❖ *Display of works*: the owner controls if and when a work will be displayed publicly; and
- ❖ *Digital recording performance*: the owner of a sound recording controls if and when that work will be transmitted digitally.

Creation of a Copyright. There are three prerequisites to initial copyright protection in a work: (1) the work must be an original; (2) it must be a work of authorship; and (3) it must be in a tangible medium of expression.

A work is *original* if an author or composer created the work by his or her own skill, labor, and judgment, and not by directly copying or evasively imitating the work of another. Originality does not necessarily mean novelty or creativity. The test for originality is one with a low threshold where all that is needed is that the author contributed something that is recognizably his own and is more than a mere trivial variation.

For a work to be entitled to initial copyright protection, it must constitute a *work of authorship* as defined by the Copyright Act. That act provides that works of authorship include:

Authors receive initial copyright protection as soon as they create an original work in tangible form.

- ❖ literary works such as books, periodicals, and manuscripts;
- ❖ musical works, including any accompanying words;
- ❖ dramatic works, including any accompanying music;
- ❖ pantomimes and choreographic works;
- ❖ pictorial, graphic, and sculptural works;
- ❖ motion pictures, and other audiovisual works; and
- ❖ sound recordings.

Names and titles are not subject to copyright protection, though they may be entitled to protection under federal trademark law if they are affixed to or associated with products or services and serve to identify the source of the products or services in a unique way.

A work is automatically given copyright protection the moment it is “fixed in a tangible medium of expression.” This means that ideas, concepts, discoveries, and facts are not enough to obtain a copyright. The work must be in written form, recorded, photographed, or videotaped.

Works First Published Before March 1, 1989. For works published in the United States prior to March 1, 1989, the Copyright Act specified that a notice of copyright had to be placed on all publicly distributed copies from which the work could be visually perceived. This requirement is known as the “notice” requirement and is essential to the continuation of copyright protection following the publication of a work first published prior to March 1, 1989. No registration was necessary to perfect copyright protection in a work first published before March 1, 1989. For works published after March 1, 1989, these steps were no longer mandated.

Works First Published on or after March 1, 1989. On March 1, 1989, the United States became a party to the Berne Convention, an international copyright convention established in the 19th century and endorsed by nearly eighty countries. To become a party to the convention, Congress had to make various changes to our copyright law, and perhaps the most important change made related to copyright notice. Mandatory notice of copyright has been abolished for works published for the first time on or after March 1, 1989. Failure to place a copyright notice on copies of publicly distributed works can no longer result in the loss of copyright protection; however, while copyright notices are no longer required to obtain copyright protection in works first published on or after March 1, 1989, they are, nonetheless, strongly suggested.

One of the benefits of copyright notice is that a copyright infringer will not be able to claim that he innocently infringed on the work. A valid copyright notice consists of three elements:

- ❖ the word *copyright*, the abbreviation *Copr.*, or the attachment of the symbol ©;
- ❖ the year of the first publication of the work; and
- ❖ the name of the owner of the copyright.

Impact of Intellectual Property Law on the Church. Whenever someone is responsible for violating a copyright, the penalties can range from \$500 to \$20,000, if done innocently, and up to \$150,000, if done willfully (knowing the material was copyrighted). It can also include payment of the copyright owner's actual damages (that is for the loss or damage to his or her property which can go as high as whatever he or she can convince a judge or jury), an injunction, impoundment of property, attorneys' fees, and court costs. The available damages for a trademark violation can be even greater. In some instances, the trademark owner will be entitled to treble damages intended to punish the violator for a violation.

A church that
violates a
copyright can be
penalized up to
\$100,000.00 for
each violation!

So, is this of any concern to the church?

Yes. As mentioned previously, misuse of copyrighted materials is common in churches and ministries. There is considerable confusion among church employees and leaders on how to address the issue. In the past twenty years, there have been several highly publicized awards entered against churches for intellectual property claims, in some cases being in the hundreds of thousands of dollars.

The modern landmark "grandfather case" was the *Chicago Catholic Archdiocese* case of 1985. Catholic churches in Chicago were using hymnals and songbooks from FEL Publications. Because the churches were routinely copying hymns out of the books and not purchasing enough hymnals for every church, FEL instituted an "annual copying license." The Catholic churches ignored the license and still did not buy enough hymnals. Consequently, FEL sued for copyright infringement and was awarded over \$200,000. The judgment originally included a \$2,000,000 compensatory damage award and a \$1,000,000 punitive award! Although these awards were later removed on appeal due to technical reasons, the lesson to be learned from this case is clear: there are serious consequences for copyright infringements!

Exceptions to Copyright Law. Many churches operate under the (wrong) belief that because they are nonprofit corporations involved in religious and charitable activities that they are exempt from copyright laws. This false belief has pervaded churches for a long time. Although there are a few exceptions that may apply to churches and nonprofit ministries, these exceptions operate in particular and limited circumstances. Rather than merely relying on the idea that copyright law does not apply, churches should seek to understand the parameters of the exceptions that do exist.

3 IMPORTANT EXCEPTIONS TO COPYRIGHT LAW

Churches and nonprofit ministries should be aware of the:

1. Religious Service Exemption;
2. Nonprofit Public Performance Exception; and
3. Fair Use Exception.

1. ***Religious Service Exemption:*** This exception exempts the performance of nondramatic literary or musical works or dramatic/musical works, of a religious nature, performed in the course of services at a place of worship or other religious assembly.

Simply put, this exemption protects churches from copyright infringement for the performance and display of copyrighted religious work during religious services. This applies for the performance of music, typically in a worship service.

The scope and application of this exemption is not always entirely clear, particularly as the church makes use of copyrighted and trademarked materials at youth events, Sunday school, and other activities that may not be worship-related. The best rule of thumb is to obtain performance licenses for any musical performance, such as a concert, wedding, or other special musical program, that occurs outside of a worship service.

2. ***Nonprofit Public Performance Exception:*** This exception to copyright law allows the live performance of copyrighted works without payment if:

- ❖ There is no profit motive for the performance;
- ❖ No fee or compensation is paid to the performers for the performance; and
- ❖ There is no direct or indirect admission charge, or alternatively, if an admission charge is assessed, then any amounts left after deducting the reasonable costs of producing the performance must be used solely for educational, religious, or charitable purposes.

Again, the particularities of this exception are not always clear. For instance, in regard to the criteria that no fee or compensation can be paid to the performers, how should a full-time music director be treated when he is paid a salary and not for the performance? The best way to look at this is a factual inquiry: compare the full-time, salaried music director to a musician hired and paid for a specific performance. If the other elements of the exception are met, it would

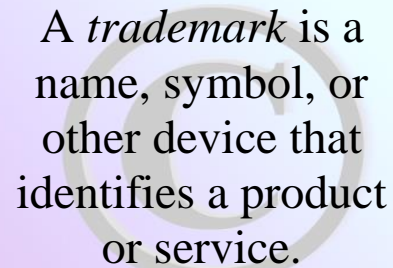
appear as though the exception would apply to the salaried music director but not in the case of a musician hired for a specific performance because the hired musician is receiving a “fee or compensation” for the performance.

Churches commonly exceed the scope of protection offered by the religious and performance exceptions because they (a) copy written music in order to perform it, (b) display the words to songs on screens or in written materials, and (c) record or broadcast the performance or sell recordings. The performance and religious exceptions apply to the performance and not to the extra uses of the copyrighted materials.

3. ***Fair Use Exception:*** The church may make “fair use” of copyrighted works of others. Fair use is any copying of copyrighted material done for a limited and "transformative" purpose such as to comment upon, criticize, or parody a copyrighted work. It might mean quoting from the lines of a song, showing a short clip of a movie, or playing a song recording, or similar activity in order to create an opportunity to make a preaching point. Anyone attempting to make use of the fair use exception needs to understand that it does not allow wholesale copying but only a short use, that is, no more than required to create the image to be commented upon. There have been cases where a word count was undertaken of the copied material and argued over whether the same commentary could have been made using fewer words from the copied work or from showing a shorter clip from a movie. Consequently, it is a good idea to still get appropriate licenses such as for showing movie clips to avoid potential disputes.

OTHER FORMS OF INTELLECTUAL PROPERTY

What is a Trademark? A *trademark* is another kind of intellectual property, involving a name, symbol, or other device to identify a product or service officially registered and legally restricted to the use of the owner or manufacturer. An example would be “[Your Church’s Name]” or “[Your Church’s Radio Program Name].” A good trademark (a) needs to be unique, meaning no one else is using the name (or using it in the same type of service) and (b) should not merely describe the nature of the good or service. Arbitrary or fanciful marks that bear no relationship to the services being offered are considered good trademarks. For example, the swoosh mark on Nike products is a trademark because it does not tell the consumer that the product is related to athletic wear.



A trademark is a name, symbol, or other device that identifies a product or service.

When selecting a name or symbol to use, and prior to paying money for signs or literature containing the new name or symbol, the church should undertake a search of the registered trademark names at the U.S. Patent and Trademark Office to get a good idea of whether the name or symbol is available. It is a good idea to allow an attorney or search company to conduct the search and undertake the registration.

Even if someone else has already registered a certain name or symbol as a trademark, it may still be possible to get your name or symbol registered. There are many different registration categories; therefore, if your church is not going to be competing in the same business category as someone with the same name, you may be able to get the registration. For example, it may be possible to register Apple Automobiles even though there is an Apple Computer because they are in different service categories and the public would not be confused by the similar names.

Trademarks last as long as they are being used in the marketplace. Although trademarks do not have to be registered with the government, it is a good idea to register them because it alerts the rest of the country that you have that trademark.

What is a Trade Secret? A *trade secret* is generally any type of information, including a formula, pattern, compilation, program, device, method, technique, or process that (a) has economic value and (b) has been kept secret by its owner. Classic examples of trade secrets include the formula for Coca Cola or the recipe for Kentucky Fried Chicken.

A church may have trade secrets such as computer programs or databases that it needs to use reasonable efforts to keep secret. This usually means insuring that only trusted authorized personnel have access to the information and that there are rules on how it can be used. Many churches have confidential or proprietary information that needs to be protected even if such information does not rise to the level of trade secret. Again, the church should create reasonable measures to protect such information, like donor lists, marketing data, and financial records. Reasonable measures might include having all new employees sign an employment agreement

that acknowledges the duty to protect church confidences, maintaining a current employee manual, restricting access to such information, adding confidentiality agreements into vendor contracts, and conducting exit interviews to verify that departing employees have not taken such information.

What is a Patent? A *patent* is a right granted by the federal government to anyone who invents or discovers any new and useful process, machine, article of manufacture, or composition of matter, or any new and useful improvement thereof. Most churches will not be inventing new products like a toaster that could be the subject of a patent; however, there is a type of patent related to computer software that could possibly be sought by a church. Not every software program will be suited to seeking a patent. Some churches have also had the rights to patents assigned to them from donors.

IMPORTANT NOTE

If your church has acquired the ownership rights to a patent or believes it may have developed software that might be suited to the filing of a patent, it is not generally something that can be dealt with by filling out a form or by common sense; rather, an attorney should be consulted for a professional recommendation on how to proceed.

OWNERSHIP OF INTELLECTUAL PROPERTY

Who owns the copyright in a work, and what difference does it make? If intellectual property has been created by a third party outside of the church, then it is probably owned by that third party. The church will either need to pay for the work, pay a license fee to use the work, or be able to demonstrate that uncompensated use was allowed by an exception such as those discussed above. The more common issue for a church is who owns intellectual property created by a church employee—the church or the employee?

You cannot use other people's intellectual property without their permission, and they cannot use yours without your permission.

There is a general presumption under the law that intellectual property created by a church employee is owned by the church. This is generally known as the *works-made-for-hire doctrine*. Most churches should adopt a policy based upon the works-made-for-hire doctrine, meaning that creative works created by an employee are owned by the church. Most clergy are shocked to learn that their sermons are works made for hire which are owned by their employing church. Their sermons cannot be used in any other churches with which they are later employed without the permission of the church with which they were employed when the sermons were created. Such confusion can be eliminated through an appropriate copyright policy which should be drafted by an attorney experienced in handling intellectual property issues.

IMPORTANT NOTE

Works created by employees within the scope of their employment are “**works made for hire**.” The employer (i.e., the church) is deemed to be the “author” of such a work and owns the copyright on it unless a signed written agreement is executed assigning the copyright back to the employee. For example, without a signed written agreement in place that states otherwise, pastors’ sermons will be considered works made for hire, whenever and wherever they are composed, since sermons are the most important function that a pastor performs. This means that the church will own all of the pastor’s sermons and if or when he leaves the church’s employment, he will have no legal right to take the sermons with him.

It is also important to note that many creative personalities may not want to work at a church where they cannot also work on some of their own ideas; therefore, the church may wish to create exceptions for certain key employees, most commonly the senior pastor and select worship leaders. If such an exception is to be agreed upon, both the employee and an authorized church agent should sign a separate written agreement that has been prepared by legal counsel.

AREAS OF INTELLECTUAL PROPERTY OF INTEREST TO THE CHURCH

Choral Music/Sheet Music. Often a choir director or worship leader will make copies of a song so that each member of the choir will be able to use the copy to learn the music for the service. If the music is copyrighted and the church has not obtained a license to make use of the music, then the church could be responsible for copyright infringement. Choir directors or worship leaders generally should not make unauthorized copies of copyrighted music, alter the musical arrangement of a copyrighted song, or display the music and lyrics—either by overhead transparencies, video screen, or any other means—unless they have obtained a license to do so.

Computer Software. Copyrighted computer software may not be copied without permission. This includes software owned by the church or software owned by an employee or church member.

Non-Religious Music. It is not uncommon for the modern church to play secular or “non-religious” songs during the service or even outside of the service. Is the church allowed to play non-religious music? The short answer is “maybe.” If the song is non-religious (i.e., “Jingle Bells”), it will not be covered by the Religious Services Exemption, meaning that the music played or performed requires permission of the copyright owner(s).

Radio Broadcasts, Podcasts, etc. Many churches record their church service in its entirety and broadcast the service by television, radio, podcast, or other media outlet. Although the Nonprofit Public Performance Exception extends to copyrighted musical works performed in the course of the church service, the Nonprofit Public Performance Exception does not extend to broadcasts.

Unless the church obtains a license for broadcasting the copyrighted music, it will be responsible for copyright infringement. Typically, the responsibility of obtaining a license to broadcast copyrighted music used in the course of a church service is the broadcasting company’s responsibility; however, all churches should confirm that the company has in fact obtained such a license.

Sermons and Teaching Materials Prepared by Pastoral Staff. Generally, when a person creates an original work, that person is considered the author; however, there is an exception to this general rule called *works made for hire*. This rule comes into effect when an employee creates a work while on the job. If a work is a work made for hire, the employer, and not the employee, is considered the author of the work. This scenario is commonly seen in churches as many pastors or other church employees develop sermons, books, worship music, and other materials while employed at the church.

If a work is to be considered a work made for hire, then (1) *the person creating the work must actually be a church employee* and (2) *the employee must have created the work within the scope of his or her employment*.

Churches should keep in mind that even if an individual - such as a pastor - is treated as “self-employed” for federal income tax purposes, it is possible, and likely, that a court would consider that individual to be an “employee.” When it comes to copyright issues, courts have taken a liberal approach in qualifying an individual as an “employee.” Churches should also consider the following factors when deciding whether a work was created in the course of employment:

- ❖ Was the work written or composed during office hours?
- ❖ Was the work created on church property?
- ❖ Was the work created using church equipment?
- ❖ Was the work created using church personnel?

If the creator of the work is an employee *and* it can be shown that the work was created “in the course of employment,” then the church has the right of ownership to the materials. However, if it can be proven that the works were created on the pastor’s own time, without using church equipment and personnel, there could be an argument that the pastor owns the copyright to the materials.

EXAMPLE

Wally the worship leader is the lead worship pastor at a local church. It is not uncommon for him to write new worship songs while at the church when he is working or preparing for Sunday worship. Although Wally loves the church that he is at, he does not anticipate staying there forever. When he leaves, he wants to be able to take the music that he has written with him in hopes of one day making his own album. Wally has no written agreement with the church regarding the music he has created. For legal purposes, who is considered the author of the music? Who maintains rights to the music? As a general starting point, the works-for-hire presumption probably applies, meaning the songs probably belong to the church unless a separate agreement has been made.

Rather than face a potential dispute as to whom the rightful owner of the property is, many churches and pastors choose to enter into works-made-for-hire agreements. This is a written agreement between the church and the pastor that specifies that the materials prepared by the pastor belong to the pastor as his or her intellectual property.

For any pastor or other church employee who is currently developing materials - whether books, sermons, children’s curriculum, or music - we recommend that the church and pastor enter into a works-made-for-hire agreement.

Videos. Many times a pastor wants to use a video or film clip in the service to use as an illustration; however, without written permission from the producer of each individual video clip, downloaded videos are licensed for public viewing before a live audience at one location only. In order to use the clip, you must first contact the original producer directly to inquire whether or not the desired permission can be granted or acquire a license. The church could also seek to argue that the clip is a fair use.

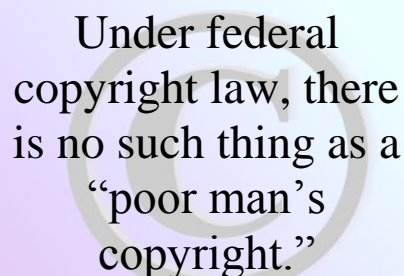
Websites. Many churches wonder if their license to use copyrighted music in their church services also extends to posting the same music on their website. Generally, a church should always check with the terms and agreements of its licensing contract. Most of the time, the licensing organization will require that the church obtain a different license for broadcasting and streaming music on the website.

HOW TO PROTECT YOUR CHURCH'S NAME AND CREATIVE IDEAS

Churches often wonder whether someone else is allowed to make use of the church's name or creative ideas, and if so, what can or should they do to prevent such use? To ensure protection, a church should file for copyright protection and trademark registration.

Under current copyright law, an individual's work is considered to be under "copyright protection" the moment that it is created and fixed in a tangible form perceptible either directly or indirectly with the aid of a machine or device. If the work is original—that is, created by the author and not just copied from an existing work—then it is eligible for such initial, automatic copyright publication. Simply put, copyright exists from the moment the work is created.

Although copyright exists from the moment the work is created (which technically means that formal registration is voluntary) in order to bring a lawsuit for copyright infringement, the work *must* be registered with the U.S. Copyright Office. In order to sue for infringement, you must register your work. In many courts, you may register the work after the infringement occurs; however, this does not apply if the suit is brought after the limitation period has passed. Therefore, it is best to register the work immediately after creation. In addition, registration of a work also allows the creator to receive statutory damages in case of infringement, amounts usually ranging from \$500 to \$20,000 per violation. Since damages are often difficult to prove, the assurance of some recoverable amount is recommended. Registration may also enhance a work's marketability, giving evidence of its validity and possibly encouraging others to publish the project.



Under federal
copyright law, there
is no such thing as a
“poor man’s
copyright.”

Sometimes individuals, churches, or ministries try to circumvent the formal copyright registration process by using a “poor man’s copyright.” Essentially, this practice entails sending a copy of your work to yourself. Under federal copyright law, there is no such thing as a “poor man’s copyright,” but what is really happening is creating a record of who created the work and when it was created. Individuals should be cautioned from relying exclusively upon this type of procedure since it does not take the place of formal registration and does not afford the same benefits as formal registration.

The church should also consider registering its name and important marketing slogans, product names, book titles, and other unique names and symbols as trademarks.

Someone at the church should have the assigned duty of inventorying the church's intellectual property and determining if registration is appropriate.

HOW TO REGISTER A COPYRIGHT

In the event a church or individual wants to register a copyright for work that has been created, the church or individual must submit a completed application form; a nonrefundable filing fee, (which is \$35 if you register online or \$85 if you register using a paper application); and a nonreturnable copy or copies of the work to be registered. Application forms can be obtained from the United States Copyright Office at www.copyright.gov. In addition, registration can be completed online for a reduced fee.

Copyright owners may register their works with the U.S. Copyright Office. While this is not a legal requirement, it does provide copyright owners with valuable benefits.

The Copyright Act unequivocally states that registration is *not* a condition of copyright protection. However, while registration is not necessary to secure copyright protection, it is advisable in some cases for a variety of reasons, including:

- ❖ It is a relatively inexpensive and simple procedure;
- ❖ It establishes a public record or a copyright claim;
- ❖ If the copyright claim has not been registered, the copyright owner cannot seek redress in civil courts for acts of infringement (though a number of courts have held that a copyright owner of an unregistered work can sue an infringer by simply registering the claim of copyright even though the infringement occurred prior to registration);
- ❖ The Copyright Office reviews every registration application to ensure that the legal formalities needed to ensure protection are satisfied. Often, the Copyright Office will call the copyright owner's attention to an error in the registration application or in the copyright notice that can ensure that copyright protection is preserved. (This review, however, is limited to the applicant's compliance with technical requirements. The merits of a particular claim of copyright ordinarily are not evaluated.); and
- ❖ Registration of a copyright in some cases may enhance the marketability of an author's or composer's work.

Registration may be made at any time within the life of the copyright.

Duration of a Copyright. In addition, it is important to know how long a copyright lasts because once a copyright expires, the material falls into a category known as "public domain." Material within the public domain is no longer copyright protected; therefore, an individual or organization that desires to make use of the product no longer has to obtain authorization.

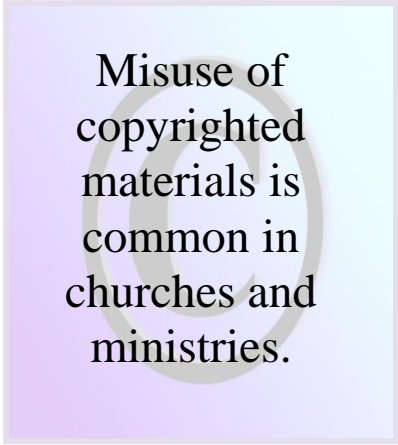
The copyright term for a particular work depends on several factors including whether it has been published, and if so, the date of first publication. Some general rules are:

- ❖ For works created after January 1, 1978, copyright protection lasts for the author's life plus an additional 70 years. Renewal is not required.
- ❖ For an anonymous work, a pseudonymous work, or a work made for hire, the copyright endures for a term of 95 years from the year of its first publication or a term of 120 years from the year of its creation, whichever expires first.
- ❖ For works first published prior to 1978, the term will vary depending on several factors. Renewal registration is optional after 28 years.

Copyrights can be assigned so that a church may want to file such assignments, granting ownership of a copyright to a particular person or obtaining ownership from a particular person as part of its intellectual property management.

AVOIDING COPYRIGHT INFRINGEMENTS

The Copyright Act states that anyone who violates any of the copyright owner's exclusive rights is a copyright infringer. Of all the exclusive rights owned by the copyright owner, the one causing the most difficulties for churches is the copyright owner's exclusive right to reproduce the work (i.e. make copies). In addition, many churches record their church service in its entirety, including the worship portion of their service, and broadcast the service by



Misuse of copyrighted materials is common in churches and ministries.

television, radio, podcast, or other media outlets. However, unless the church obtains a license for broadcasting the copyrighted music used during the worship service, it will be responsible for copyright infringement. Another common area where churches inadvertently commit copyright infringement occurs when they have streaming music on the church website or other social website such as "Facebook." Yet, unless the church obtains a license for the music, it is likely committing copyright infringement.

There is considerable confusion among church employees and leaders on how to avoid committing copyright infringement; however, churches can avoid copyright infringement liability by implementing policies that ensure copyright compliance. For example, to avoid copyright infringements, a church should:

- ❖ Buy enough originals so that everyone has his or her own or can easily share (i.e. hymnals); or
- ❖ Create internal, written policies and procedures (perhaps have access codes to copy machine or have copy machine in an area that the office staff can monitor use);
- ❖ Obtain licensing agreements for performance, lyrics, printed music, audio, and video;
- ❖ Designate an individual(s) to be responsible for keeping track of the church's use of intellectual property both from inside and outside sources;
- ❖ Create policies, resolutions, job descriptions, or other documentation to establish how intellectual property is to be dealt with at the church;
- ❖ Designate an individual(s) with the sole authority to post videos (and therefore check on the copyright issues associated with the video to be posted) on behalf of the church. It is too easy for the church to inadvertently violate another person's or organization's copyright and the legal damages assessed can be substantial; and
- ❖ Make sure the Church has cyber-liability insurance coverage or is otherwise insured against inadvertently violating someone's copyright.

Licenses. One of the simplest ways to avoid copyright infringement is for a church to obtain a “blanket license” for the use of copyrighted materials. The church will pay an annual fee for a blanket license, and such license will allow a church to use copyrighted materials such as lyrics, printed music, audio, and videos for the term of the license.

For example, a church could obtain a licensing agreement from an organization such as *Christian Copyright Licensing, Inc.* (CCLI), thus entering a contractual agreement with songwriters and publishers. By paying CCLI an annual license fee, a church receives legal authorization to copy from over 200,000 songs for congregational use. However, keep in mind that the CCLI license only offers **reproduction** rights and not any performance rights whatsoever.

Churches can obtain similar blanket licenses from other organizations such as:

- ❖ American Society of Composers, Authors, and Publishers (ASCAP);
- ❖ Broadcast Music Inc. (BMI);
- ❖ Christian Video Licensing International (CVLI);
- ❖ Society of European Stage Authors and Composers (SESAC);
- ❖ Christian Copyright Solutions (CCS) has options that can allow churches and nonprofit ministries to legally perform live or play pre-recorded versions of more than 16 million songs outside of your religious services. This includes coffee shops, bookstores, retreats, picnics, conferences, youth group gatherings, camps, etc.

There are several types of church blanket licenses available and it is important to be familiar with the various categories and options so you can ensure your church is properly covered.

- ❖ Performance Licensing – required any time copyrighted songs are publicly played or performed outside of worship services;
- ❖ Streaming Licensing – required to stream copyrighted songs online;
- ❖ Reproduction Licensing – required to print lyrics in bulletins, song sheets or for use on projectors for congregational singing;
- ❖ Rehearsal Licensing – required to duplicate sounds recording for rehearsals and practice; and
- ❖ Video Licensing – required to show videos in your church facilities.

WEBCASTING SERVICES

Webcasting can be a great way for your church to reach a lot of new people; however, it does present copyright issues that are important to understand to avoid potentially costly copyright infringement. The most important concept is that the U.S. copyright law provides a religious service exemption allowing for the performance and display of certain copyrighted works, including secular songs, in a religious service without permission or royalty payments. However, this exemption does **NOT** extend to webcasting the service.

Churches can avoid most all copyright issues by only webcasting the sermon or message part of the service. However, there is an increasing desire on the part of many churches to broadcast their entire worship service, and this is certainly possible, but it does present copyright issues.

There are several types of copyright that are utilized in a church service:

- ❖ *Songs performed by worship team/congregation* – in order for the church to webcast the performance, it must secure an internet performance license from song owners; the Christian Copyright Solutions (CCS) WORSHIPcast License allows churches and ministries to webcast more than 17 million Christian and secular songs;
- ❖ *Song lyrics shown on a video screen* – most churches avoid webcasting song lyrics because there is no blanket license that allows for it and individual consent would have to be obtained. Simply keep the lyrics out of the frame;
- ❖ *Recording of songs are played* – commercial sounds recordings, like background music on animations are not able to be covered by a blanket license and, like song lyrics, should not be webcast, though you could conceivably obtain permission from a record label. It's best to avoid playing recording of songs;
- ❖ *Webcasting copyrighted images* – using photos and drawings to illustrate sermons and webcasting these images requires securing permission from the copyright owner; it is best to stick to royalty-free catalogs such as iStockPhoto and Getty images if possible, but be advised that you should not create or base a logo off of one of these photos/images because it will not be able to be trademarked; and
- ❖ *Webcasting copyrighted videos* – video clips are often used to highlight sermon points; however, please note that there is no blanket license available to webcast these videos and the Christian Video Licensing International (CVLI) license allows a church to play or perform many videos during a church service, but it does NOT allow any editing, reproduction OR webcasting. It's best to avoid webcasting videos because securing the necessary approvals is both expensive and time consuming. Please be advised that Christian media companies like SermonSpice, WorshipVue and Igniter Media offer many video clips and images but these generally also do not allow for editing, reproducing or webcasting at all.

In addition, churches may also adopt some of the following policies to protect the church or ministry from copyright infringement:

- ❖ Mandating that employees not install duplicate copies of software on their computers without permission from the church administrator or computer manager;
- ❖ If a church has a website and imports materials to that site not created specifically by church employees, it must be reviewed and approved by designated church personnel to ensure that it is in compliance with the copyright laws; and
- ❖ Maintaining control of the church copy machines, meaning that there is some level of accountability as to who is using it and for what purposes. Access codes and copy logs could be utilized.

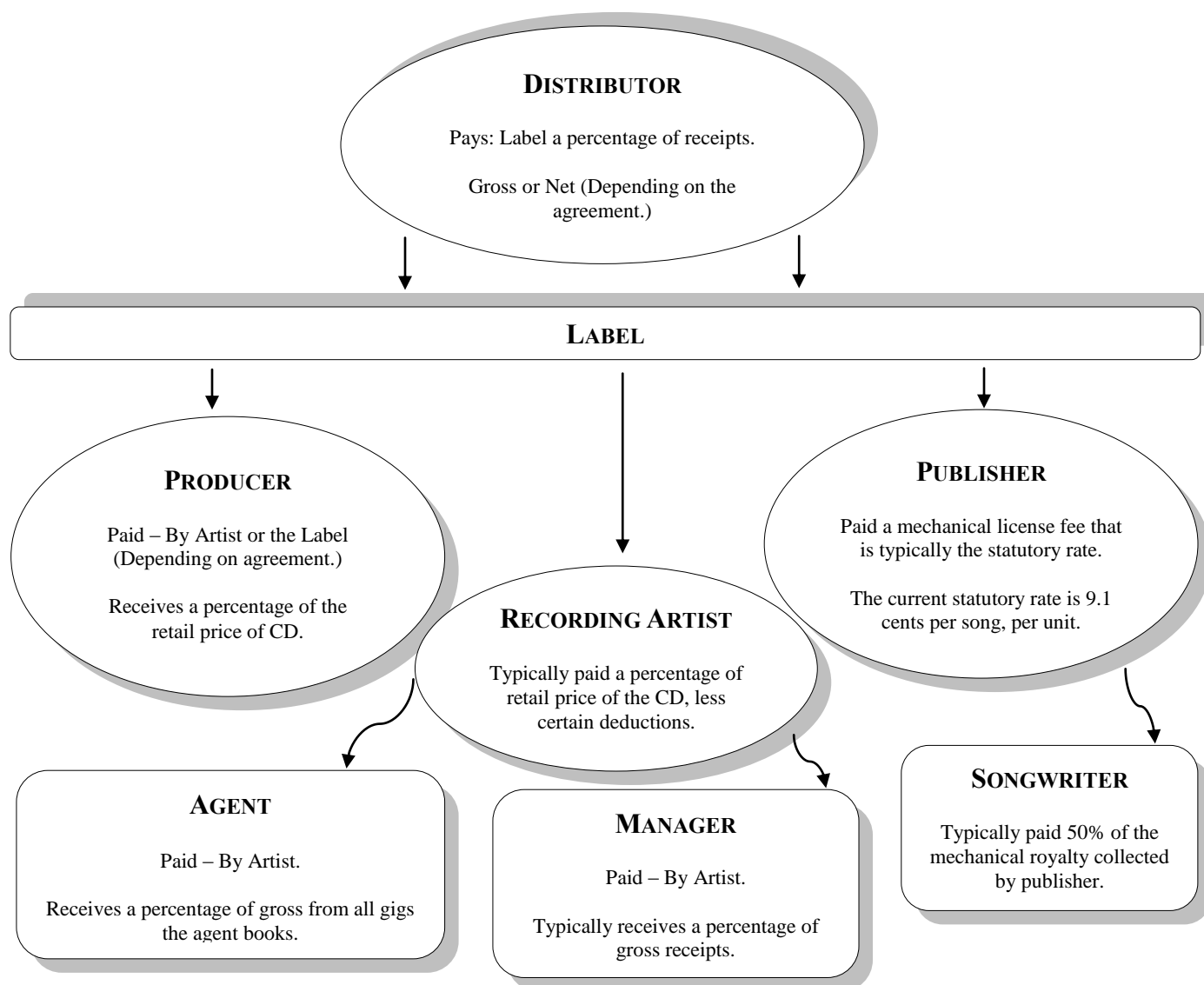
Churches and ministries should not act out of fear regarding copyright issues. By implementing the proper procedures and keeping license agreements current, they should be free to utilize all creative means to minister to their congregation without worrying about legal repercussions.

REAL LIFE SCENARIO

The Church should also consider having a copier-use policy. A famous modern-day example of this problem involved a large religious organization in the Chicago area. It had purchased some hymnals but not enough for everyone in the congregation; therefore, extra copies of the hymns were made on the church's copy machine. This was treated as a copyright violation, and that organization ended up owing a multi-million dollar judgment to the hymnal publisher. It has been said that more crimes have been committed on the church's copy machine than by the prisoners at the state prison. While the Church may be able to justify copying some copyrighted and trademarked materials under the "fair use" doctrine or other exemption, it is an area that needs to be considered and addressed by all churches.

MUSIC PUBLISHING

Generally, when a songwriter creates an original song, the writer owns one hundred percent (100%) of the song, until the writer conveys or assigns the right to a music publisher. If the songwriter is an employee of the church, then it is likely that the song is owned by the church as a “work made for hire.” The original “owner” (whether the church, as a work made for hire, or the songwriter/church by songwriter or employment contract) is both the songwriter and the publisher until the publishing rights are conveyed to a publisher which can be the church itself. Generally what happens is the song/copyright is assigned to the church with the agreement that the songwriter will always receive fifty percent (50%) or some other amount of the royalties depending on the details. For purposes of understanding how to set up your church as a music publisher, it is helpful to have a general understanding of how songs are written and how royalties are collected. Understanding the music business takes some effort, and there are a lot of players and moving parts, but the following chart should be useful for a general understanding of how music publishing royalties and payments flow:



Ways to Structure Church Music Publishing. In order to set your church up as a music publisher, the church can simply file a “doing business as” (d/b/a) in accordance with your state/county rules and simply operate the church’s publishing as a ministry of the church. This preserves the nonprofit and tax-advantaged nature of the activities and as long as the publishing ministry is narrowly focused on Christian music then this is very likely to be deemed consistent with the church’s charitable purposes and will not raise issues with the Internal Revenue Service. Of course, there are some situations where a separate entity may be used to house the publishing ministry, but the majority of the time the model explained above is used—even in large churches with a substantial music and publishing ministry. Regardless of who the church chooses to structure it, we strongly advise utilizing the services of the Church Law Group to handle the setup and songwriter agreements as well as any other legal details – we have helped establish numerous of church music publishing ministries. There can be a number of questions and various legal issues that arise in structuring these agreements and publishing ministries and we would be honored to serve you.

Role of Music Publisher. The mission of a publisher is generally promoting the music, protecting it by copyright and registering the song with a performing rights association (more on this later) and collecting and paying royalties. Unless you are prepared to do this in-house at your church, we would also strongly advise considering utilizing Christian Copyright Solutions’ INDIEadmin publisher set-up service. It is cost effective and makes the administrative (or “admin”) piece much easier – the church can effectively outsource much of the administrative functions, including collecting and paying royalties.

As a publisher, the church will need to make sure (or INDIEadmin will handle this for the church) that the church is affiliated with the same Performance Rights Organizations (PROs) as the writers. The PROs ensure that when someone covers your song on their recording, then they would pay 100% of the mechanical royalties to you or your administrator. This also helps ensure not only the royalties are properly collected and paid but that people know how to ask for and obtain permission to cover your song. You will also likely want to ensure that your publishing company/ministry is affiliated with Christian Copyright License International and the songs are registered with them.

CONCLUSION

We hope that you have found the *Guidebook on Intellectual Property* helpful. At the Church Law Group, our goal is to be able to come along side of you and your ministry to help you as you fulfill God's calling to reach your community. We have a committed team of attorneys who are eager to help you navigate the legal challenges that are brought by ministry in today's culture. As you noticed in this *Guidebook*, we highly recommend that you retain competent legal counsel to help you with the structuring and administration of your creative works within the church.

The Church Law Group offers a special opportunity for churches and non-profit entities to become Client members. Client Membership in the Church Law Group brings you peace of mind and is an easy, efficient, effective, and economical way to have church-law experience at your fingertips. Client Membership benefits include:

- 25% off published hourly rates
- One hour of consultation with an attorney monthly
- Discounted rate services
- Access to members only section of our website including exclusive content and free forms
- After-hours, emergency legal assistance
- Bilingual representatives
- Church Law Group Podcast
- Webinars on important legal topics
- Hosting of Your Board Meetings at our firm in Grapevine, Texas, with the attendance of a Church Law Group attorney
- PEACE OF MIND!

Please let us know how we can serve you!



Intellectual Property for Religious Organizations

Sample Forms

The following forms contain basic information you may want to use to document contractual arrangements and corporate policies and procedures for your organization. Each form may be used as-is or may be customized to include relevant information for your ministry. Laws that may affect your contractual arrangements and/or corporate policies and procedures can change at any time. This resource is sold with an understanding that the purchaser will be responsible for complying with all applicable laws, and this is best achieved by having an attorney with expertise in this area of law as it applies to your jurisdiction review any forms that you might use.

This publication provides accurate and authoritative information in regard to the subject matter covered and is sold with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought (*from a Declaration of Principles jointly adopted by a Committee of the American Bar Association and a Committee of Publishers and Associations*).

EMPLOYEE INTELLECTUAL PROPERTY ACKNOWLEDGMENT AND AGREEMENT

This Acknowledgement and Agreement is entered into and effective as of the _____ day of _____, 20____ (the “Effective Date”), by and between _____ Church, a(n) [state] nonprofit corporation (the “Church”) and _____ (the “Employee”), who shall be collectively referred to as the “Parties.”

WHEREAS, it is acknowledged that in his or her capacity as an Employee of the Church, Employee has in the past, at present, and in the future will create, author, make, and design copyrightable works, including new ideas or concepts, writings, musical or dramatic or literary materials, the content and visible elements of a web page, art work, graphics, and other creative works of every kind and nature, recorded on and in all audio and video recordings and other mediums and technologies now existing and yet undeveloped (collectively referred to as “creative works”).

WHEREAS, the Church and Employee acknowledge that the Employee has and will make copyrightable works for the sole benefit and ownership of the Church, which are made with the Church’s resources, including compensation for the time expended.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Church and Employee hereby agree, unless otherwise specified in a separate written agreement signed by both Parties, that all the right, title, and interest whatsoever in and to all the copyrightable works created by the Employee, during the periods of Employee’s employment association with the Church, present, past, and future, belong to the Church. Employee agrees that all works will be assumed to have been made with the resources and compensation of the Church, unless Employee specifically informs the Church at the outset of the creation of the work, that said work is not covered by this Agreement, and the Church and Employee both acknowledge the deviation from this Acknowledgement and Agreement in a separate written agreement signed by both Parties.

SIGNED ON THE _____ day of _____, 20____.

[NAME OF CHURCH]

[NAME OF EMPLOYEE]

Authorized Church Representative

Employee

ADDENDUM TO INTELLECTUAL PROPERTY AGREEMENT

WHEREAS _____ Church ("Church") and _____ ("Employee") having previously entered into that certain Intellectual Property Agreement ("Agreement") on or about _____ in which the parties set forth certain rights, duties, and obligations related to Employee's creation of songs, lyrics, chord progressions, charts, and other related creative works and use of those creative works by the Church, enter into this Addendum regarding certain new works either not identified in the Agreement or not in existence at the time of execution of the Agreement.

In particular, Employee has created certain works as follows (Describe):

- 1.
- 2.
- 3.
- 4.

THEREFORE Church and Employee agree that the creative works described or identified above shall be and are subject to the same terms and conditions as previously agreed upon between them under the Agreement. Nothing contained within this Addendum is intended to enlarge, reduce, or change the material terms of the Agreement, but only to designate new creative works subject to its terms.

SIGNED ON THE _____ day of _____, 20____.

[NAME OF CHURCH]

[NAME OF EMPLOYEE]

Authorized Church Representative

Employee

**INDEPENDENT CONTRACTOR INTELLECTUAL PROPERTY
ACKNOWLEDGMENT AND AGREEMENT**

This Acknowledgement and Agreement is entered into and effective as of the _____ day of _____, 20__ (the "Effective Date"), by and between _____ Church, a(n) [state] nonprofit corporation (the "Church") and _____ (the "Independent Contractor" or "Contractor"), who shall be collectively referred to as the "Parties."

WHEREAS, it is acknowledged that in his or her capacity as an Independent Contractor of the Church, the Contractor has in the past, at present, and in the future will create, author, make, and design copyrightable works, including new ideas or concepts, writings, musical or dramatic or literary materials, the content and visible elements of a web page, art work, graphics, and other creative works of every kind and nature, recorded on and in all audio and video recordings and other mediums and technologies now existing and yet undeveloped (collectively referred to as "creative works").

WHEREAS, the Church and the Contractor acknowledge that the Contractor has and will make copyrightable works for the sole benefit and ownership of the Church, which are made with the Church's resources, including compensation for the time expended.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Church and the Contractor hereby agree, unless otherwise specified in a separate written agreement signed by both Parties, that all the right, title, and interest whatsoever in and to all the copyrightable works created by the Contractor, during the periods of Employee's employment association with the Church, present, past, and future, belong to the Church. The Independent Contractor agrees that all works will be assumed to have been made with the resources and compensation of the Church, unless the Contractor specifically informs the Church at the outset of the creation of the work, that said work is not covered by this Agreement, and the Church and the Contractor both acknowledge the deviation from this Acknowledgement and Agreement in a separate written agreement signed by both Parties.

SIGNED ON THE _____ day of _____, 20__.

[NAME OF CHURCH]

**[NAME OF INDEPENDENT
CONTRACTOR]**

Authorized Church Representative

Independent Contractor

**ACKNOWLEDGEMENT OF OWNERSHIP OF
COPYRIGHTABLE WORKS OF
VOLUNTEERS OF _____ CHURCH**

This Acknowledgement and Agreement (the "Agreement") is entered into and effective as of the _____ day of _____, 20____, (the "Effective Date") by and between _____ Church, a(n) [state] nonprofit corporation, (the "Church"), and _____, (the "Volunteer"), of _____
[Volunteer's Address] (collectively the "Parties").

WHEREAS, Volunteer's primary role with the Church is that of _____.

WHEREAS, it is acknowledged that in *his or her* capacity as a volunteer of the Church, Volunteer has in the past and will in the future create, author, make, and design copyrightable works, including art, writings, characters, acrostics, performances, sermons, sermon series, lessons, teachings, and other creative works of every kind and nature, recorded on and in all mediums and technologies now existing and yet undeveloped, including but not limited to audio and video recordings, (the "works").

WHEREAS, the Church and Volunteer recognize that the Volunteer has and will make copyrightable works for the sole benefit and ownership of the Church, which are made with the Church's resources.

NOW, THEREFORE, the Church and Volunteer hereby agree, unless otherwise specified, that all the right, title, and interest whatsoever in and to all the copyrightable works created by the Volunteer during the periods of Volunteer's role as volunteer with the Church, present, past, and future, belong to the Church.

Volunteer and the Church agree that the only works made by the Volunteer which are not subject to this Agreement are those specifically listed in Exhibit "A" attached hereto. Volunteer agrees that all works will be assumed to have been made with the resources and compensation of the Church unless Volunteer specifically informs the Church at the outset of the creation of the work, that said work is not covered by this Agreement, and the Church and Volunteer both acknowledge this in writing by initialing and dating that addition to Exhibit "A."

This Agreement is executed at _____, _____ County, [state], this _____ day _____, 20____.

[NAME OF CHURCH]

[NAME OF VOLUNTEER]

Authorized Church Representative

Volunteer

EXHIBIT “A”

- 1.
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LIMITED TALENT AND APPEARANCE AGREEMENT AND RELEASE

This Agreement is entered into between _____ (the "Artist") and _____ ("the Church" or "Producer") a [state] nonprofit corporation, with offices located at _____. The Agreement specifically relates to _____

_____ said recording having the tentative title of _____ and hereinafter referred to as the "Project."

Artist agrees and acknowledges that he or she is participating in the Project as a [paid or unpaid] musician or vocalist. In consideration for services that have been or will be rendered in that regard, Artist shall be paid the total sum of \$ _____. In consideration of the foregoing and in further consideration for the opportunity provided by the Church/Producer to Artist to perform and be of service during the Project, Artist hereby agrees to the following:

Use of Quote and Likeness: Artist consents to and authorizes the videotaping, photographing, recording, filming, and/or publishing of Artist's quote and likeness, including Artist's name, sound, voice, musical performance, and any similar characteristics, for charitable, commercial, advertising purposes, and programs or distribution of every nature and kind.

Full Release: Artist fully releases the Church/Producer of any and all claims including any right to compensation or property rights of any kind for participation in the Project. Artist admits and acknowledges that the foregoing good and valuable consideration recited above constitutes full payment and satisfaction for the musical or vocal services rendered during the Project and Artist makes no further claim for compensation for any recording or other use of the performance(s) rendered by the Artist during the Project. Artist further agrees that the Church/Producer shall have exclusive right to determine under what circumstances, if any, to make use of and/or attribute Artist's performance.

Ownership Rights: The Church/Producer shall have full and sole ownership of all rights in Artist's quote and likeness as well as the completed project including the original and all derivative forms and shall have the right to assign these rights without further consent of Artist. The Church/Producer shall have the right to do all of the following with respect to the finished project and Artist's work in that project: (a) distribute, show, and adapt it or any portion of it for any medium in the United States and/or foreign countries; (b) cut, edit, add to, subtract from, arrange, rearrange, and revise any or all of it; and (c) promote it in any manner. The Church/Producer shall have the right to use the Artist's name, voice, likeness, and similar characteristics for the purpose of advertising, promoting, selling, and otherwise merchandising the project in which Artist's quote and likeness appears.

Binding Arbitration/Governing Law: If any disputes arise between the parties of this agreement, it is hereby agreed that all parties shall submit to binding arbitration under the then-existing rules of the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. In the event the Institute for Christian Conciliation ceases to exist during the course of this agreement, then arbitration shall be conducted according to the rules of the American

Arbitration Association. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. Each party agrees to bear its own costs related to any mediation or arbitration proceeding. This agreement constitutes the entire agreement between the parties. Any term or condition previously discussed or agreed to but not reduced to writing herein is without force and effect. This agreement may only be modified or amended by written agreement or consent of all parties. Jurisdiction and venue are agreed to lie in _____ County, _____ and this agreement shall be construed under the law of the State of _____.

Artist verifies that he/she is of legal age and competent to sign this agreement.

Executed on the _____ day of _____, 20_____.

ARTIST:

(Signature)

Name:

Address:

Telephone:

Social Security #:

IF ARTIST IS A MINOR, PLEASE REVIEW AND SIGN THE FOLLOWING:

I represent that I am the parent and/or guardian of the minor who has signed the above release, and I hereby agree that we shall both be bound by its terms.

PARENT/GUARDIAN:

(Signature)

CHURCH/PRODUCER:

By:

WORK MADE FOR HIRE AGREEMENT _____ CHURCH

This Agreement is made, by and between [artist name], of [insert address], [city/state], (the “Artist”), and _____ (the “Church”).

1. Title and Copyright Assignment

Artist and the Church intend this to be a contract for services, and each considers the products and results of the services to be rendered by Artist hereunder, (the “Work”), to be a work made for hire. Artist and Church acknowledge and agree that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Artist. The Work and all Proceeds derived from the Work during Artist’s employment by the Church shall be included in and considered part of Artist’s compensation.

If for any reason the Work would not be considered a work made for hire under applicable law, Artist does hereby retain the entire right, title, and interest in and to the Work and any registrations and patent or copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the patents or copyrights, and in and to all rights corresponding to the foregoing throughout the world. Income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Work, during Artist’s employment at the Church, shall be included in and considered part of Artist’s compensation.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Artist hereby waives and appoints Church to assert on the Artist’s behalf the Artist’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, recordings of any kind, performances, sermons, sermon series, lessons, teachings, photographs, drawings, or other visual reproductions of the Work, in any medium, for Church purposes.

Artist agrees to execute all papers and to perform such other proper acts as the Church may deem necessary to secure for the Church or its designee the rights herein assigned.

2. Scope and Delivery of the Work

The scope of the work is listed on Exhibit “A,” attached. The Artist may deliver the Work to the Church as it is produced in such quantities as Artist is able to produce.

3. Quoted Material

With the exception of short excerpts from others’ works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the

copyright holder. The Artist will obtain such consents at her own expense after consultation with the Church and will file them with the Church at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Artist.

4. Artist's Warranty

The Artist warrants that the Work is based on original content. The Artist warrants that he or she is the sole owner of all parts of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Artist will defend, indemnify, and hold harmless the Church and/or its licensees against all claims, suits, costs, damages, and expenses that the Church and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained in or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right, and until such claim or suit has been settled or withdrawn, the Church may withhold any sums due the Artist under this agreement.

5. Consideration

In consideration for delivery of the Work in accordance with the provisions of this agreement, the Church shall pay Artist in accordance with the terms set forth in Exhibit "B," attached.

6. Term and Termination

a. This agreement shall remain in effect for *[time frame here]* unless terminated earlier in accordance with this Section 6.

b. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the thirty (30) day period.

c. Upon the expiration of the term of this agreement, the Artist shall retain full ownership of the resources and corresponding research related materials produced for the *content/product/service here.*

7. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Artist and the Church concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

8. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of _____ and shall be binding upon the parties hereto, their heirs, successors, assigns,

and personal representatives; and references to the Artist and to the Church shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the ____ day of _____, 20__.

[NAME OF CHURCH]

[NAME OF ARTIST]

Authorized Church Representative

Artist