

## *Avoiding The Risks Of Architectural Design Lawsuits*



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The intricacies of the copyright law for architectural designs represent huge risks for churches. The rights associated with the copyright differ significantly from the rights associated with a copy of the work itself. Unless the leadership of a church contemplating a building program understands what they can and cannot do with the architectural drawings, which the church pays for, the church could potentially be exposed to millions of dollars in liability.

The risk of violating the copyright law only occurs when a church has hired an architect, the architect has developed drawings for the church, and the church then desires to cancel the architect's contract. When the church begins paying the architect for the work performed, it is assumed that the church "owns" the drawings. This is not the case. Even though the church "owns" a physical copy of the drawings, that does not give the church ownership of the "copyright" of the drawings.

In addition, it cannot be assumed that if the architect does not register the drawings with the Copyright office, that the copyright laws do not apply and the church is free to do what they want. As soon as the architect begins to create the design for the church, the legal rights are automatically owned by the author (architect). There is no need for the work to be registered for the rights of the architect to be protected.

So, how can you protect your church if you want to dissolve your relationship with an architect you have hired, but you want to use the drawings you have already paid for? Copyright ownership can only be transferred or assigned by a written agreement. Do not assume an oral agreement concludes the matter. Get the matter resolved in writing. It is best to consult a construction attorney if you find yourself in this predicament.

Another safeguard is to deal with the possibility of dissolving your relationship with your architect...before you sign an architectural contract. Most architectural contracts, especially the AIA form contracts, specify that an architect is the "sole author and copyright owner." Negotiate a change in the language that will work for you and your architect if the unlikely occurs.