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## Doron F. Eghbali Entertainment Law

### [What Are Some Salient Contracts Provisions for Televising Live Events?](#)

Wednesday, October 26, 2011 by [Doron F. Eghbali](#)

To live broadcast an event, producers or broadcasters must obtain permission from sponsors. The sponsors could be the ones owning or performing the event in one form or another. The event could be a play, ballet, concert or any other special event to be broadcast live. Producers could be the stadium or venue housing the event, a for-profit entity, a non-profit entity or any other entity or individual(s). It is incumbent upon participants and parties to ascertain the salient provisions of such contracts.

#### **EDITION OF LIVE PERFORMANCE**

The Producer and Sponsor, unsurprisingly, have conflicting interests in the editing process of a live performance. Producer often demands unrestricted dominion over editing. Producer longs to have the contractual flexibility to rearrange, change or supplement the live performance, as need arises. On the other hand, Sponsor longs to ensure the live performance broadcast authentically reflects the program. In fact, the Sponsor may want to, to the extent possible and practicable, limit the amount of outside material inserted into the live performance.

In addition, Producer may want to include the live performance into other programs and want to do that without providing due credit to Sponsor. Sponsor Counsel should negotiate such points and others.



## **COMPENSATION OF LIVE PERFORMANCE**

Generally, there is no precise figure for Sponsor's compensation of a live performance. There are several factors to contemplate including but not limited to:

1. The Popularity of the Event
2. The Popularity of the Performers at the Event
3. The Size of the Event
4. The Media Exploited at the Event
5. The Assistance or Equipment Provided by Sponsors, or Lack Thereof
6. The Costs to Producers in Organizing and Launching the Event

### **A. SOME SALIENT POINTS ON LIVE PERFORMANCE COMPENSATION**

A question of which talent is paid or what talent is paid and who pays the cast and crew should certainly be negotiated. For instance, some of the salient points to be negotiated involve:

1. Whether all talent involved in the program should be paid.
2. Whether all talent just videotaped should be paid.
3. Whether ONLY the talent used and videotaped in the live performance to be paid.

In addition, parties are advised to negotiate and agree on who is responsible to pay to make up artists, designers, lighting crew, stagehands, electricians and personnel, among others.

### **PAY OR PLAY OF LIVE PERFORMANCE**

The salience of this provision cannot be overemphasized. Producer cannot guaranty a live performance to be broadcast live while Sponsor wants to ensure Producer pays under the contract regardless of whether the broadcast is live or not. Accordingly, pay or play, arguably, protects both producer and sponsor.

### **OWNERSHIP OF LIVE PERFORMANCE**

Ownership and control could sometimes be intractable issues. Even though it is possible for Sponsor to control the event, to some extent, it is the Producer who asserts control over ownership of the television program. It is uncommon for television coverage to be co-owned, but rarely the television coverage could be jointly owned and copyrighted.

Often, anything beyond the television coverage should be separately negotiated for ownership and copyrights, among others. Further, the performers might be entitled to more payments if any collective bargaining agreements require payments in addition to the live performance payments already paid for other exploitation of the live performance.



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***SALIENT CAVEAT***

This article neither supplants nor supplements the breadth and depth of such esoteric subject matter. In fact, this article ONLY provides a rudimentary synopsis of such expansive esoteric subject matter.

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