

Louis E. Catron  
Copyright Laws for Theatre People

*The discussion below attempts to clarify the copyright law for theatre folk, most especially aspects of copyright that relate to producing playscripts---copyright laws for Playwrights, Directors, and Sound Designers.*

### **COPYRIGHT LAWS—**

**For Playwrights,  
Theatre Managers, Producers,  
Artistic Directors,  
Theatre Department Chairs,  
High School and College Teachers,  
Directors, and Sound Designers**

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UPDATE, JANUARY 2003.

In January 2003, the United States Supreme Court ruled that Congress

indeed has the power to extend copyright protections. In 1988, Congress extended copyright by 20 years (the "Sonny Bono Act"). This extension was challenged by Internet publishers and others who wanted to use materials that would fall into copyright-free "public domain." They claimed that the extension violated free speech rights and was unconstitutional.

"No," said the Supremes in effect. It is not unconstitutional, not a violation of free speech.

Congress has repeatedly lengthened the terms of copyright. In 1790 copyright lasted only 14 years. It currently is 70 years after the death of the creator; works owned by corporations are protected for 95 years.

The result is increased protection for the creators and their heirs.

The Supreme Court ruling is a firm re-affirmation of the importance of copyright protection...and of the strength of laws that enforce copyright.

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## **COPYRIGHT**

Our consciousness of copyright law was raised when the heavy metal band, Metallica, brought suit against Napster, an online music source, for copyright infringement. As part of its suit, Metallica said it planned to release more than 300,000 names of internet users it claims broke copyright laws by swapping songs online, and the band sued three universities that allowed students to use Napster, charging that they were assisting in copyright piracy. All three institutions quickly blocked or sharply restricted use of the software on their campuses. Metallica and Dr. Dre also included slots in their suits for unnamed students and universities in their lawsuits, saying they would be added later as the musicians obtained more information.

A similar case involved MP3.Com, which allows consumers to create virtual music libraries online. Accused of copyright infringement by Warner Music Group and BMG, two recording industry giants, MP3.Com had to settle by paying more than \$20 million to each company.

The Washington Post reported (December 9, 2001, Page GO1) a copyright infringement case involving theatre. Playwright David Grimm saw a production of his play, Kit Marlowe, at Studio Theatre's Secondstage in Washington, D.C. and was so angry he walked out at intermission and then had Dramatists Play Service (the publisher that licensed the play) issue a cease-and-desist order to prohibit Studio Theatre from presenting the planned additional performances. Why? The Studio Theatre director--Mike Chamberlain--had

divided the major role into three different parts and also had given another character Spanish dialogue. Grimm called "foul!" To Chamberlain Grimm said, according to the Post , "What you have done to the text is unforgivable." Grimm wrote an angry letter to the Post, which appeared Nov. 21 and swept through theatre circles. The episode had to have severely injured the reputations of the Studio Theatre, Chamberlain, Alan Baker (artistic director of Secondstage), and others. Of the violation of Grimm's play, Ernie Joselovitz (administrator and dramaturg of Washington's Playwright's Forum) said, "For 70 years, this has been a contract in the theatre that everyone knows. **Let me emphasize: "It's the law."**

More recently, a dinner theatre in Utah had a production of Neil Simon's comedy, Rumors, almost ready to open. But the theatre had Bowderlized Simon's play by cutting some nine uses of what they called "the f-word." Simon said, clearly and loudly, "NO." The dinner theatre had to close their production before they even opened, as reported by a Utah newspaper. Link. **Note that even deleting a few words is a copyright violation and the copyright holder--in this case Simon and Samuel French, Inc.--has every legal right to forbid performance rights.**

Copyright law, like that invoked by Metallica, Warner-BMG, David Grimm, and Neil Simon is the subject of our discussion here. *That law applies directly to theatre.*

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Prior to the development of the internet, searching out details of copyright laws required long hours digging through heavy books in dusty libraries. Not any longer. Details are online, including the single most authoritative source: the United States Copyright Office, which is charged with the responsibility of enabling and enforcing laws passed by Congress. Not only is that office now easily available for netters, it has handy quick clicks to basic information, FAQs, and forms. You'll find it and other relevant copyright sites in this chapter.

## **THE IMPORTANCE OF COPYRIGHT LAW TO THEATRE PARTICIPANTS**

Our goal here is to clarify, at least to some extent, complex copyright laws that relate to theatre folk. Those laws are important to us for a number of reasons, directly affecting our process of writing, selecting, preparing, and performing plays, and although copyright is as complicated and hard to master as theatre itself, web sites can give us at least some direction.

One significant reason we must know about copyright is that there are stiff penalties for infringement, which we'll discuss later.

A wide variety of theatre workers need understand copyright, as indicated briefly below:

- For *playwrights*, copyright offers significant legal protection against misuse, misappropriation, or outright theft of their plays.
- For *theatre managers, producers, artistic directors, and directors*, knowledge of copyright laws can prevent violations that may bring major legal problems resulting in tiresome hassles and even hefty fines.
- *College and university theatre department chairs and instructors of theatre courses, especially those focused on play direction, management, and sound design*, need understand—and apply—copyright laws that pertain to their responsibilities and courses. Surely they will want to ensure that they properly instruct their students and set appropriate legal and ethical examples through actions and attitudes.
- Because of penalties for infringement, *high school drama teachers, principals, and even school boards* should carefully understand the legal ramifications of presenting plays, especially who may be sued when copyright laws are violated.
- For *directors*, copyright laws have double significance. First, as mentioned above, to avoid legal hassles a director must know the laws that pertain to producing a play. Secondly, there is an interesting question about whether directors may enjoy copyright protection for their work.
- For *sound designers*, copyright laws can present tricky obstacles.

For *all of us in theatre*, copyright law is important because it both protects the playwrights and outlines our legal responsibilities to plays protected by copyright. The latter point is a matter of great importance to theatre managers, artistic directors, theatre departmental chairs, and directors. We discuss those responsibilities later.

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We start our discussion with definitions of copyright laws that are related to our job of producing plays. We then look at how playwrights enjoy copyright protection from the moment their plays are finished, and we show how dramatists to register scripts with the U.S. Copyright Office. Information about copyright protection for directors and problems for sound designers follows. The chapter focuses on copyright laws affecting what we in theatre legally can—and cannot—do to the plays we present.

## **WHAT IS COPYRIGHT?**

Copyright is protection provided by the laws of the United States (title 17, U.S. Code), granting authors and other artists the exclusive privilege to control reproduction,

distribution, performance, or displays of their creative works. Part of a larger legal family known as intellectual property that also includes siblings trademark and patent law, copyright safeguards creators of "original works of authorship" such as dramatic, musical, artistic, and certain other intellectual work.

Copyright law also is the legal foundation that protects companies that publish books, develop computer software, and produce movies and music recordings.

Copyright can be thought of as comparable to laws that protect ownership of homes and personal property such as cars and the like because it is exclusive possession, full ownership with no reservations. A significant goal of copyright law is to give financial and moral encouragement to authors to invest time and effort in creating new works. For us in theatre, encouraging playwrights to continue creating new plays should be a primary concern, and even if copyright laws did not exist, wise theatre leaders would follow the principles anyway to ensure a flow of new plays and to extend to playwrights the same respect urged to all colleagues in the production process.

While our copyright is provided by the laws of the United States, it is international in scope. Through agreements such as the Berne Convention, many other countries share the premise that those who create such intellectual works are entitled to the same basic legal protections given inventors, manufacturers, or entrepreneurs. As a result, America has cooperative mutual agreements with over 100 countries to honor citizens' copyrights.

### **Copyright established in the U. S. Constitution**

The basic authority for American copyright laws is expressed in Article I, Section 8, of the Constitution:

*To promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries.*

Impressive. Not only is that in our Constitution, it is in the *first* article, which includes major concepts about Congress, taxation, declaring war, providing military forces, and more. Our nation's founders believed so deeply in the rights of creators of "useful arts"—"authors" now means "artists"—that they crafted this language in the Constitution. Isn't that a deeply encouraging indication of their view of the importance of the arts—and the importance of the rights of the creators? That it is in Article I is, surely, something to provoke amazement—and pleasure in knowing the artist ranked so highly in the esteem of those who carved out American independence.

### **Authoritative websites for copyright information**

The primary and official source for information about copyright is the *United States Copyright Office*, which has an efficient and informational website. You'll want to start

your research into copyright here.

### **UNITED STATES COPYRIGHT OFFICE**

<http://lcweb.loc.gov/copyright/>

This thorough site offers you insights into copyright laws and processes. A good place to begin is to click "Copyright Basics," appropriately the first link you'll see, and scroll down the lengthy table of contents to find areas that interest you. You'll also want to explore the valuable FAQs, Frequently Asked Questions that are carefully constructed to address most concerns we may have.

### **MSN ENCARTA - Copyright**

<http://encarta.msn.com/find/Concise.asp?ti=04A06000>

Authoritative, too, but couched in less formal legalistic terms, is the *Encarta* research resource. You'll find definitions and examples. Worth opening is the "History of Copyright," which traces the concept back to the development of the printing press. More important is "Copyright in the United States," most especially the subdivisions of "Subject Matter," "Rights of Copyright Owners," and "Infringement."

### **COPYRIGHT RESOURCES ON THE INTERNET**

<http://groton.k12.ct.us/mts/pt2a.htm>

A well-designed and thorough meta-index of valuable copyright sites, this is part of the *Groton Public Schools Copyright Implementation Manual*. The first part has links to specific parts of the Copyright Office documents, in particular those dealing with "fair use" that are relevant to educators. Section 5 is "Obtaining Permission," which contains "Licensing Organizations" and includes music, theatre, and musicals along with some clues to finding copyright holders. There also are numerous links that focus on new copyright law, significant with the growth of the internet.

### **THE COPYRIGHT SOCIETY**

<http://www.law.duke.edu/copyright/index.htm>

Duke University School of Law hosts this Society for the study of copyright law and rights in theatre, literature, art, music, motion pictures, and other forms of intellectual property. Clicking "Research" leads to valuable sites such as "Case Law and Courts," "General Copyright and Licensing Information," and more. "Searching Sites" leads to mega-search engines; "Licensing Organizations" helps you find groups like *ASCAP* and *BMI* that you may want to contact to use copyrighted music.

### **INFORMATION ON COPYRIGHTS**

<http://www.bpmlegal.com/copyrt.html>

The law firm of Brown, Pinnisi & Michaels, PC, discusses copyright and answers your questions. The "Links" page directs you to a number of other sources, including an interesting international list of copyright information. Valuable are the "Copyright Q's and A's."

**NOLO.COM LEGAL ENCYCLOPEDIA—PATENT,  
COPYRIGHT, AND TRADEMARK LAW**

<http://www.nolo.com/encyclopedia/pctency.html#Subtopic115>

If you're interested in knowing the differences between patents, copyrights, and trademarks, this well-known legal encyclopedia makes them clear. Under "Copyright" you'll find seven areas to click for valuable information such as this: "*Copyright is a legal device that gives the creator of a work of art or literature, or a work that conveys information or ideas, the right to control how that work is used*" (emphasis mine to stress playwrights' legal right to object to misuse or misappropriation of their creations).

**THE INTELLECTUAL PROPERTY LAW SERVER**

<http://www.intelproplaw.com/>

"Intellectual property" law encompasses patent, trademark and copyright. This site is popular with writers, and a popular writers' magazine lists it as one of the top 100 places for writers. It also is recommended as one of the top 50 sites for legal professionals. The site offers recent news stories about copyright, a forum where you can ask questions, and a "Copyright Page."

The following sites also are worth visiting for more information about copyright and intellectual property. We describe them only briefly here.

**COPYRIGHT AND INTELLECTUAL  
PROPERTY**

<http://arl.cni.org/info/frn/copy/copytoc.html>

The table of contents leads you to an impressive list of information about copyright.

**LAWGIRL'S COPYRIGHT BASICS**

<http://www.lawgirl.com/copyright.shtml>

An informational guide provided by a California attorney answers

questions, lists procedures, and defines terms regarding copyright law.

**AMERICAN LIBRARY ASSOCIATION—Copyright and Intellectual Property**

<http://www.ala.org/work/copyright.html>

The ALA site provides links to major resources in the area of copyright and intellectual property.

**LEGAL INFORMATION INSTITUTE—Berne Convention**

<http://www.law.cornell.edu/treaties/berne/overview.html>

To help us understand the international copyright laws, the Legal Information Institute at Cornell offers the full text of the 1971 Berne Convention for the Protection of Literary and Artistic Works. It is the most important international treaty concerning copyright law.

**G. G.'S COPYRIGHT ENTERPRISE—Copyright Kit**

<http://www.copyrightkit.com/>

The site offers information on copyrights, patents, service marks, and trademarks. To emphasize the importance of protecting intellectual property, it offers the following information:

*Did you know that David Bowie and Motown songwriting team Holland Dozier Holland sold \$55 million of royalty-backed securities in February 1997? He couldn't have done this if he had never copyrighted his songs.*

**WEBSITES FOR LAWYERS, ATTORNEYS, AND LAW FIRMS**

<http://attorneysforcopyrights.com/>

If you're searching for a lawyer who is a specialist in copyright laws, this site will direct you. The search requires you to use a pull-down menu for your state and fill in the blank for city. Because copyright law is not a common specialization, expect to search a number of cities.

**THE UT SYSTEM CRASH COURSE IN COPYRIGHT**

<http://www.utsystem.edu/OGC/IntellectualProperty/cprtindx.htm>

It is our loss that this site doesn't address copyright for theatrical issues because it thoroughly discusses the topics it does choose. This Crash Course, like many sites we find on the net, focuses more on the thorny web questions. Still, it is worth investigating.

**TIMELINE: A HISTORY OF COPYRIGHT**

<http://arl.cni.org/info/frn/copy/timeline.html>

Prepared by the Association of Research Libraries, this is an excellent history of copyright from England's 1710 "Statute of Anne" to the present, with references to significant cases such as "Fair Use" and links to important laws like the Berne Convention.

### **INTELLECTUAL PROPERTY ISSUES**

<http://www.negativland.com/intprop.html>

Enter this site understanding that the sponsors have a distinct bias against aspects of the copyright laws. That said, the site has interesting views and links.

### **WHAT CAN BE COPYRIGHTED?**

A number of creative works are eligible for copyright. Certain prerequisites influence eligibility. The work must be tangible, fixed in some form. Inherent are concepts of creative work. The copyright office divides such works into eight basic categories. Four of the eight are especially relevant to us in theatre:

1. literary works;
2. musical works, including any accompanying words (emphasis mine);
3. dramatic works, including any accompanying music (emphasis mine);
4. pantomimes and choreographic works (emphasis mine);
5. pictorial, graphic, and sculptural works;
6. motion pictures and other audiovisual works;
7. sound recordings (emphasis mine; important to sound designers); and
8. architectural works.

### **A BRIEF INTRODUCTION TO COPYRIGHT**

<http://www.netfunny.com/brad/copyright.html>

Brad Templeton, a copyright lawyer, informally explains aspects of copyright. Two of the major questions he tackles are "creative work" and "tangible form."

*The first big issue involves defining what it is to make a creative work. The law requires that it exist in some tangible form -- it can't just be in your head or sailing through the ether, it has to be on disk, paper, carved in stone (sculpture) or the like. It has to be creative (that's a tough one for lawyers to define) and that means it can't just be factual data.*

### **What cannot be copyrighted**

Copyright laws specify what can, and cannot, be protected by copyright. We can better understand copyright by knowing what isn't eligible for protection.

- A title cannot be copyrighted because it is not, in itself, a "work," explaining why you often see duplicated titles of novels, poems, and plays. No law prevents you from calling your play Death of a Salesman. But don't copy Miller's story or plot.
- Facts, such as news or histories, are not creative but are public information, and therefore cannot be copyrighted. A magazine's specific arrangement and interpretation of those facts, however, can be copyrighted. If you use a source like the National Geographic to research facts for a play about, say, life in the Congo, you violate no copyright law to shape them into a play. Don't duplicate the Geographic's story, though.
- Governmental informational materials, such as official publications, are also non-creative (we won't comment about the stories some of our officials tell us). Instead, they are public information.
- Ideas are not eligible for copyright because one requirement is that the material specifically exist.
- Names do not receive copyright protection. While various brand names—like Kleenex and McDonalds—are legally protected from misuse, that's a trademark law, not copyright.
- Characters are not protected by copyright. However, if they have been popularized in comics and movies—Batman, say—there very likely will be a trademark protection. Movie makers like Disney spawn dozens of action figures and toys, and woe to anyone who tries to jump on that business bandwagon .

### **Copyright protection of playscripts and musical plays**

Copyright protection begins at the time the work is finished in a fixed form—**immediately**, emphasizes the Copyright Office in rare boldface type—and it is the property of the author who created it. In the case of authors of a joint work, all are co-owners unless there is an agreement to the contrary. Copyright protection extends not only to published works but also to unpublished creations .

### **Assignment of the playwright's rights**

Quite often artists assign rights to a designated agent. Musicians, for example, rely on *BMI* or *ASCAP* (both discussed later). Playwrights can assign rights to a play publisher-leasing agent, such as *Samuel French* or *Dramatists Play Service*, which will represent the playwright and is empowered to publish and sell copies of the script, handle requests for performances, collect royalties, and actively protect the dramatist's rights, if necessary vigorously through legal recourse.

For the playwright, the company's service represents freedom from paperwork and

requests, a way to circulate their creations to a wide audience, and a system to produce income from royalties, perhaps even enough to support continued playwriting. For us involved in presenting plays, the publisher-leasing agent is a convenient method to obtain scripts and permission to produce them, while following relevant laws.

Regardless of whether the playwright is professional or amateur, experienced or beginner, represented by a publisher-agent or not, the law is absolute in its protection. Says the U.S. Copyright Office (<http://www.loc.gov/copyright/circs/circ1.html>):

*It is illegal for anyone to violate any of the rights provided by the copyright law to the owner of copyright.*

### **"Work for hire"**

We've said that authors own copyright of their work. There's an exception, however, for "work for hire." Unless special contractual arrangements are made in advance, the author, if an employee, will not be able to copyright his or her work. The employer will hold the copyright. Typically, for example, television writers will not own copyright of their scripts because they "work for hire." Most likely the network owns all copyrights. (Most TV writers get residuals—payment each subsequent time the show is aired—but that's a contractual agreement that has nothing to do with copyright.)

As we shall discuss later under the category of "Copyright for the Director," the work-for-hire concept often prohibits stage directors from seeking copyright protection. Not always.

Again we quote the U.S. Copyright office "Basics" (<http://www.loc.gov/copyright/circs/circ1.html>):

*In the case of works made for hire, the employer and not the employee is considered to be the author.* Section 101 of the copyright law defines a "work made for hire" as:

*(1) a work prepared by an employee within the scope of his or her employment; or  
(2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. . . .*

### **How long does a copyright last?**

Copyright has a fixed life. How long? That's complicated because the copyright laws have evolved through a number of changes. Here's an explanation from FAQ number 46 of the United States Copyright Office (<http://www.loc.gov/copyright/faq.html#q46>):

*The Sonny Bono Copyright Term Extension Act, signed into law on October 27, 1998,*

*amends the provisions concerning duration of copyright protection. Effective immediately, the terms of copyright are generally extended for an additional 20 years. Specific provisions are as follows:*

*\* For works created after January 1, 1978, copyright protection will endure for the life of the author plus an additional 70 years. In the case of a joint work, the term lasts for 70 years after the last surviving author's death. For anonymous and pseudonymous works and works made for hire, the term will be 95 years from the year of first publication or 120 years from the year of creation, whichever expires first;*

*\* For works created but not published or registered before January 1, 1978, the term endures for life of the author plus 70 years, but in no case will expire earlier than December 31, 2002. If the work is published before December 31, 2002, the term will not expire before December 31, 2047;*

*\* For pre-1978 works still in their original or renewal term of copyright, the total term is extended to 95 years from the date that copyright was originally secured.*

That's complicated. For a neat diagram that shows illustrates the duration of copyright, see this website:

#### **WHEN WORKS PASS INTO THE PUBLIC DOMAIN**

<http://www.unc.edu/~uncclng/public-d.htm>

A chart, prepared by Lolly Gasaway, gives the most clear statement of copyright time periods that I've seen. Laid out in chronological outline form, it sums up the various revisions of the American copyright laws.

#### **Copyright and "public domain"**

Not all plays are protected by copyright. Some are "in the public domain," which means copyright laws do not pertain to them; they are "owned" by the public. Early plays, such as those by Sophocles, Shakespeare, or Moliere, for instance, are clearly in the public domain because they were created before copyright laws existed. However, a translation of a play by Sophocles or Moliere may be copyrighted. That quite likely will be the case for any translation you'd care to use for production.

For example, Edmund Rostand's glorious Cyrano de Bergerac was written in 1897 and therefore now is in public domain. There are some two dozen translations from French to English, and the majority are in public domain, but only two or three of them are strong enough to interest you—and they are recent and copyrighted.

Equally, a play like Tom Stoppard's Rosencrantz and Guildenstern Are Dead, even though based (very loosely!) on Shakespeare's non-copyrighted Hamlet, is protected by

copyright because that is Stoppard's creation. While you can present Hamlet without permission, you will need contact Samuel French to arrange permission—and pay royalties—before you can produce Stoppard's play.

Also in the public domain are plays for which the copyright has expired due to time limitation. For example, certain early George Bernard Shaw plays fall into that category. However, before assuming that any given play is now in the public domain, check the catalogue of the publishing/leasing agent that handles plays by that author. In the case of George Bernard Shaw scripts, look in the *Samuel French* catalogue and you'll discover that although some of his plays were written long enough ago that they would fall into the public domain, his later revisions put them back under copyright protection.

### **Searching to find if a play has fallen into public domain**

As a broad generalization, any play written more than 75 years ago may now be in public domain. In close calls, we should check. I know of no single, authoritative list of plays for which copyright has expired. Most of us search carefully through catalogues of the various play publishers-leasing agents. The Library of Congress, which is responsible for this country's copyright records, has no such list but will search their records for a fee of \$65.00 an hour. Should you wish to search the records yourself, there is no fee.

**For more information.** A discussion of public domain is in *The Copyright Website* ( <http://www.benedict.com/contents.htm> ) filed under "The Basics" category ( <http://www.benedict.com/basic/public/public.htm> ).

### **COPYRIGHT FOR PLAYWRIGHTS**

Technically, playwrights do not need to register their plays to be protected. Under current copyright law, your work belongs to you regardless of whether you formally copyright it. Some playwrights believe they can prove ownership by mailing their scripts to themselves, never opening the envelope and preserving the postmark until such time they may need to certify a date of creation. Others wait until their play is published by a play publisher/leasing agent such as Samuel French or Dramatists Play Service, which will arrange copyright. Still others register their works with one of the literary organizations such as the Writer's Guild of America, but it provides only proof of authorship and requires you to renew within five years.

Better is a formal copyright. Think of it as insurance. In a worst case scenario when the author needs take legal action, registration with the Copyright Office is *prima facie* evidence of ownership. As the Copyright Office says in its FAQs:

*In general, registration is voluntary. Copyright exists from the moment the work is created. You will have to register, however, if you wish to bring a lawsuit for infringement*

of a U.S. work.

Given that obtaining a copyright is relatively inexpensive—the fee now is \$30.00—the insurance policy makes sense if you intend to submit your play to a number of potential producers or directors. (Some of us enjoy framing our first copyright document and mounting it above our work space. Now we have legal proof we are playwrights!)

### **How to copyright your play**

To have your work legally protected, you need to register it with the *United States Copyright Office*. Go to its site (<http://lcweb.loc.gov/copyright/>) and click "Application Forms" (or go directly to that page at <http://www.loc.gov/copyright/forms/>).

You'll see a number of forms. As a dramatist, you want "Form PA" for "Performing Arts," which is used to register works intended for performance before an audience, such as plays, screen plays, radio scripts, and the like. (It also is used for works that require a mechanical device or process, such as lyrics, musical compositions, or multimedia.) A form is needed for each individual work.

You can view and print copyright forms from this site. For that, you'll need the *Adobe Acrobat Portable Document Format*, which lets you fill in and submit PDF forms on line. If you don't have it on your puter, you can download it free from Adobe Systems (<http://www.adobe.com/products/acrobat/readstep.html>).

Should you prefer to order Form PA by snail mail, the website gives the office address. It also lists the phone number for Public Information Specialists.

### **Ensuring that others know the play is under copyright**

At one time a copyright notice was once required for copyright protection and undoubtedly you've seen plays that have a copyright announcement, often including the symbol ©. That no longer is required. For all works published after March 1, 1989, copyright notice is optional to receive copyright protection because now your work is immediately copyrighted when completed in fixed form.

Still, announcing clearly that your play is copyrighted is sensible. If you don't register your play, you can't bring suit in a Federal Court for infringement. Furthermore, for your protection, make clear that your play is protected to stop anyone from using that tired excuse, "Oh, like, hey, I didn't know it was copyrighted." Place in a prominent place on your script—often on the cover page—a statement of copyright. You can use a the letter "c" inside a circle © or include the word "copyright," or do both. Also list the year and your name as copyright holder. It would look like this:

© *Copyright 2003, I. M. Dramatist.*

The Copyright Office offers a number of free helpful publications on this and other

matters. You can view them at "Copyright Information Circulars and Form Letters" (<http://lcweb.loc.gov/copyright/circls/>). Again, you'll need the Adobe Acrobat Reader to view and print PDF versions of the circulars.

### **FRIENDS OF ACTIVE COPYRIGHT EDUCATION**

<http://www.csusa.org/face/index.htm>

*FACE* offers information for those who need copyrights. Playwrights will want to click "Words" and then go to "Copyright Basics" and "Words FAQs."

### **COPYRIGHT FOR STAGE DIRECTORS AND CHOREOGRAPHERS**

Copyright protection is available to more than playwrights and other authors. It also includes pantomimes and choreographic works; pictorial, graphic, and sculptural works; and motion pictures and other audiovisual works. Do those categories include theatrical directorial creations? Yes. No. Well, probably—the answers get tricky.

### **THE COPYRIGHT WEBSITE**

<http://www.benedict.com/>

San Francisco copyright lawyer Benedict O'Mahoney's authoritative site focuses on complex questions of copyright in the e-age. As he says, *"This site seeks to encourage discourse and invite solutions to the myriad of copyright tangles that currently permeate the Web."* A major portion of his site shows "notorious pillagers of copyright" in Visual, Audio, and Digital Arts. You can see and hear the thefts.

His headlines section (<http://www.benedict.com/news/headlines/headlines.htm>) refers to an article in the American Bar Association Journal (October, 1995).

*Stage Directors claim that their individual interpretation of a play is embodied in their stage directions, which concern such things as placement of actors, positioning and intensity of spotlights, and other nuances of stagecraft. However, copyright protection for stage direction generally has not been an issue because traditionally Stage Directors have worked under "work for hire" agreements, which meant that they received credit for their work, but no copyright protection.*

*Recently, collective bargaining agreements have resulted in the stage directors retaining copyright ownership of their work. As a result, several stage directors have registered their works with the Copyright Office. An[d] earlier this year, director Gerald Gutierrez settled a lawsuit against the producer and director of the 1994 Chicago production of "The Most Happy Fella." Gutierrez alleged that artistic innovations had been appropriated from his*

*1992 Broadway revival without consent.*

## **THEATER, STAGE DIRECTIONS, AND COPYRIGHT LAW**

[http://www.kentlaw.edu/student\\_orgs/lawrev/  
text71\\_3/freemal.htm](http://www.kentlaw.edu/student_orgs/lawrev/text71_3/freemal.htm)

A different point of view is expressed in this article by Beth Freemal, which appeared in the Chicago-Kent Law Review. This thorough and well-documented discussion of copyright law for the director has careful and detailed organization, as you'd expect considering where it was published. Part I examines copyright law, Parts II, III, and IV conclude that stage directions can't be copyrighted, and Part IV states that directors ought instead use contract law to protect their work.

## **COPYRIGHT FOR SOUND DESIGNERS**

You're designing sound for a dance or theatrical production and want to use recorded music. Should you simply download recordings from the net or borrow CDs from a library? Nope. Not legally. As *SESAC* (a performing rights organization) points out:

*In order to comply with the U.S. copyright law, any establishment that plays copyrighted music is legally required to secure permission to use copyrighted music, whether in a live performance or by mechanical means. A music user can do this by securing licenses from the three performing rights organizations recognized by the U.S. Copyright Act of 1976.*

"Any establishment"? *BMI* lists some 75 different "businesses" that certainly indicate a wide scope of copyright areas. Telephone music on hold. Theme parks. Casinos. Restaurants. RV parks. Sports. Beauty pageants. Dance studios. Yes, "any establishment" seems the correct description!

If you want to play a copyrighted song for a public theatrical performance, you need to contact the composer's and lyricist's representative and the publisher for permission. The internet is an excellent way to find out who the representatives are. *ASCAP*, *BMI*, and *SESAC*, commonly called "performing rights societies," are the three major performing rights organizations that represent songwriters, composers, and music publishers, and they license the public performing rights for musical compositions. Their website addys are below.

## **Steps to obtain rights**

Getting rights to use copyrighted music isn't easy. Understand that *ASCAP*, *BMI*, and *SESAC* are primarily focused on major organizations that produce high revenue. We're pretty small potatoes in their eyes and getting them to answer our questions will be time-consuming.

**OBTAINING RIGHTS TO PRODUCE A PLAY OR  
MUSICAL OR  
USE MUSIC IN LIVE PERFORMANCES**

[http://www.utsystem.edu/ogc/intellectualproperty/  
perform.htm](http://www.utsystem.edu/ogc/intellectualproperty/perform.htm)

This is a fine location for basic information about getting rights. The first half of the site deals with script permissions. The second part is valuable for the sound designer. Rachel Durkin, manager of the performing arts center at the University of Texas, describes legalities and procedures to obtaining rights to use music in live performances.

She stresses the difficulties:

*The process of obtaining rights to use music in live performance is never an easy one. Unlike obtaining the rights to produce a play, there is no central clearinghouse for music clearance. Two major pieces of advice I can offer are, one, give yourself plenty of time to go through this process and two, always have a back-up plan if you are not successful in obtaining the rights.*

She also discusses college-university processes to get rights:

*One of the biggest misconceptions about music rights is that if you are working at, or are a student at a college or university, the rights are already taken care of by the educational institution. This is true, but only in a limited sense. While most colleges and universities do pay a licensing fee to ASCAP and BMI, the licenses are very narrow in terms of what's covered by that fee. What is never covered by these standard university licenses is "grand rights" which is defined as the use of music in a "dramatic setting".\*\* This means that if you are presenting a play or dance performance, you cannot legally use any copyright protected music without first obtaining permission.*

[\*\*However, BMI appears to have a different view. See its site.]

**Sites to help you find who holds copyright for  
selected music**

You've selected the perfect musical pieces for a theatrical production or dance performance. Now you want to get copyright permission. How do you find the appropriate company? Slowly. Expect to have to search. The sites below can help you. Quite likely the pieces will be in ASCAP, BMI, or SESAC. Look in their sites or try one of the general search centers.

**COPYRIGHT SEARCH CENTER**

<http://www.mpa.org/crc.html>

If you need to find the copyright holder of music, perhaps this guide can help you. There also are a few informational sites dealing with copyright laws.

## **SONGFILE**

<http://songfile.snap.com/>

SongFile says it has a database of over two million songs and the most complete CDs and tapes search on the Internet. It offers opportunity to view lyrics of some 62,000 songs and has a comprehensive guide to sheet music resources and artists. It has a search engine, but I found it flaky: after inserting the title, we go to a link that is supposed to give us buttons to click for "Lyrics," "Listen," "CDs," "Sheet Music," and "License." I couldn't get it to work. Underneath the search engine is a click for "Browser Requirements for SongFile." That took me to a "no such page" announcement. I include it here in case it fumigates the bugs out of its system.

## **THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS**

<http://www.ascap.com/>

ASCAP has over 80,000 composers, songwriters, lyricists, and music publishers. It seeks to "protect the rights of its members by licensing and paying royalties for the public performances of their copyrighted works." Sound designers will want to search this site to find composers or recording artists they wish to use.

## **BROADCAST MUSIC, INC.**

<http://www.bmi.com/>

BMI says it represents more than 4.5 million songs. It has a strong search engine—"HyperRepertoire Internet Database"—to help you see if BMI represents the artists you need for your sound design. Also check the small menu at the top of the page. Clicking "Businesses Using Music" will lead you to a long list and perhaps one will apply to you. The home page lists a number of activities needing licenses, but nothing for theatre. However, a bit of clicking through the FAQs leads you to "Q and A for Performing Arts Presenters" ([artsanswers.asp#3](#)) which contains valuable information.

## **SESAC**

<http://www.sesac.com/>

A menu on the left takes you to various internal information. If you need to find one or more musical artists, clicking "Repertory Online" leads you to a search of the SESAC data base for titles, composers, and authors.

## **Music in the "Public Domain" that no longer is copyrighted**

You may have some luck finding music you like that now is in the "Public Doman," a

legal term that refers to creative and intellectual works that no longer are copyrighted. For such music you don't need permission, nor do you need pay royalty.

### **MUSIC IN THE PUBLIC DOMAIN**

[www.bright.net/~pdinfo/pdnook/](http://www.bright.net/~pdinfo/pdnook/)

This site lists music for which copyrights have expired, available for your use without seeking rights (or paying royalties). It also can lead you to the "Dover Book Catalogue" where you can find re-publications of interesting old music now in the public domain. You also find sites for Music Publishers.

**For further information.** Sound designers may wish to explore a forum ( <http://www.brooklyn.com/theatre-sound/> ) that addresses their interests. It has some 600 participants from 17 countries who frequently discuss copyright issues and other areas of sound. There are searchable archives.

### **INFRINGEMENT OF COPYRIGHT— WHAT HAPPENS IF SOMEONE USES COPYRIGHTED MATERIAL INAPPROPRIATELY**

Because there is such emphasis on the rights of the copyright holder, you won't be surprised that violating those rights can result in legal punishments that range from injunctions to fines, even to imprisonment. The following sites explain the legal process.

Playwrights have legal recourse if their plays are presented without permission or if the plays are produced in a way the authors believe violate the work. The *Copyright Office* ( <http://www.loc.gov/copyright/faq.html#q55> ) spells out some steps:

*A party may seek to protect his or her copyrights against unauthorized use by filing a civil lawsuit in Federal district court. If you believe that your copyright has been infringed, consult an attorney. In cases of willful infringement for profit, the U.S. Attorney may initiate a criminal investigation.*

*Encarta*, which we mentioned earlier ( <http://encarta.msn.com/find/Concise.asp?ti=04A06000&MSID=b963307e395511d498880008c7d9e3db> ), defines infringement and explains possible legal consequences:

*An infringement of a copyright is the reproduction, distribution, performance, or display of any copyrighted work without permission of the copyright owner or without a compulsory license. For example, . . . performing a play without permission would be [an infringement].*

*Encarta* discusses the legal process:

*Copyright infringements are usually dealt with in civil lawsuits in federal court. The law provides several remedies to copyright owners who prove infringement against their work. In such a case, the court may order an injunction against future infringement, which requires the infringing party to refrain from committing further violations of the copyright. The court may also order the destruction of infringing copies; reimbursement for any financial loss suffered by the copyright owner; transfer of profits made from the sale of infringing copies; and payment of specific damages, plus court costs and attorneys' fees. If the infringement was intentional, the infringing party can be subject to criminal penalties as well, which include fines and possible imprisonment (emphasis mine) .*

### **What are the legal repercussions of violating copyright?**

The dangers of breaking the law are real. Federal copyright law establishes statutory fines for each act of copyright infringement, ranging from a minimum of \$500 for "innocent" infringement to a maximum of \$100,000 for "willful" infringement. **Note:** Most licensing agreements define any unauthorized changes as "willful" infringements.

### **Who runs the risk of being fined for violating copyright laws?**

An impressively large number of people could be charged for a single violation of copyright. The Federal Copyright Act extends "**joint and several**" liability for each infringement. Each individual involved could be held responsible for the whole amount of the fine—the director, the theatre's artistic director and chair, individual members of the production staff, each member of the student cast and crew (or their legal guardians), the school (acting as producer), the owner of the building in which the performances take place, and in the case of public schools, the school board or district. Serious? You bet.

### **FACING THE FACTS: COPYRIGHT IS THE LAW OF THE LAND...AND OF THE THEATRE**

One thing should be clear from the foregoing discussions. The copyright laws say that a playwright owns his or her play with precisely the same legal certainty as a person owns a car or someone owns an apartment complex. Can you "borrow" that car without the owner's permission for a five-week cross-country trip? Can you arbitrarily decide to "remodel" an apartment which you rent, knocking out a wall here, rearranging this door to be in that other wall, or walling off that window and cutting a new one? Of course not. When you get hauled into court, even a dream team of lawyers won't help much.

Do directors have a right to "borrow" a play by producing it without permission of the legal copyright holder or his/her representative? Can directors "remodel" a play by shifting scenes, changing characters, deleting or adding lines, or excerpting a small scene from a whole play? No. Not legally. If directors are free to take such actions, we're forced to believe that a car hijacker is "liberating" a car or the apartment vandal is showing "free

expression."

### **Myths about copyright**

Urban myths are alive and well in theatre, perhaps nowhere as much as pertaining to permissions and royalty.

***"If we don't charge admission, we don't have to get permission or pay royalty."*** Wrong. Audience = performance. Performance = permission required. Most often, permission = royalty payment. I confess I don't know why directors and producers try to rationalize what actually is stealing from the playwright. After all, in the large scheme of theatrical budgets, royalty expenses for a comedy or drama are relatively inexpensive. Some theatres spend more for cast parties.

***"It was part of a class exercise."*** Possibly valid—if no one but the class was present. As soon as an audience is present, it no longer is "a class exercise." Permission from the copyright holder is required.

***"No one will know if we do the play without permission."*** Wrong. "No one will ever know" is, first, a defensive posture based on admitted deliberate violation. Secondly, it is incorrect. Publishers and agents take active steps to protect their property, including subscribing to clipping services that focus on finding every mention of plays in newspapers (both campus and general) and magazines. Think of this, too: Publishers have experienced copyright lawyers on retainer, but because copyright law is an unusual specialty, an infringer may have difficulty finding a local expert to defend a case.

A whimpering defense of **"but I didn't know"** will get a stern lecture about "ignorance of the law is no defense." Besides, what theatre worker can claim not to know? The copyright notification is printed clearly in the playscript.

### **10 BIG COPYRIGHT MYTHS EXPLAINED**

<http://www.templetons.com/brad/copymyths.html>

Attorney Brad Templeton selects ten "myths" and debunks them. For example, his second myth is often heard by those presenting plays in, say, a Lab Theatre environment: ***"If I don't charge for it, it's not a violation."*** Templeton makes the record clear:

*False. Whether you charge can affect the damages awarded in court, but that's essentially the only difference. It's still a violation if you give it away -- and there can still be heavy damages if you hurt the commercial value of the property.*

For playwrights considering adapting another's work--and for directors thinking to change a playwright's play---his sixth myth is applicable. ***"If I make up my own stories, but base them on another work, my new work belongs to me."*** His reply is clear:

*False. Copyright law is quite explicit that the making of what are called "derivative works" -- works based or derived from another copyrighted work -- is the exclusive province of the owner of the original work. This is true even though the making of these new works is a highly creative process. If you write a story using settings or characters from somebody else's work, you need that author's permission.*

For **directors**, the statement also is pertinent. Who can change a playwright's work? Only the playwright. As the owner of that original work, the playwright alone has exclusive rights to make "derivative works."

### **Two examples of playwrights evoking copyright laws— Actions by Edward Albee and Samuel Beckett**

Several illustrations show the copyright law in action and illustrate the playwright's absolute ownership. We cite two authors to represent all.

Playwright Edward Albee evoked copyright law to control productions of his plays such as Who's Afraid of Virginia Woolf?, The American Dream, The Death of Bessie Smith, and Zoo Story. They each include this notice: "[This play] may be leased only for amateur productions at which the audience is unsegregated." Of course we today quickly agree with that concept, even wonder why it needs to be said. Remember, however, that he wrote during a turbulent civil rights period when it was not unheard of for audiences to be segregated. The point here is an illustration of playwrights' rights. Does Albee have a legal right to make such a demand? Absolutely. It is his play and his rights are absolute. What would happen to a producer or director who violated this stipulation? Legal actions are possible, and the copyright infringer should expect to lose the case.

Directors who claim they have a "right" to change plays ignore the law. For one example, Samuel Beckett took legal actions to prohibit a theatre from producing his Waiting for Godot with an all female cast. "Had I wished those characters to be female, I would have said so," he said icily. The theatre was close to opening its production, but it was forced to cancel the production.

Beckett also objected to JoAnne Akalaitis's intent to stage his Endgame in a New York subway setting in 1984. That violated his stage directions and, thereby, violated copyright law.

Equally, Edward Albee took legal action to stop a production of his Who's Afraid of Virginia Woolf? in drag. "That is not the way I wrote it." Again, although rehearsals were in process, the production never took place.

### **Copyright and stage directions**

Strangely and for at best weird reasons, some directors preach that the director should

cross out all stage directions before beginning to prepare the play for production. That's a violation of copyright. Samuel Beckett was appalled when a production of his Endgame ignored his specific stage directions and instead sought to place it in a railway station. He was going to prevent the production but finally let it continue. Later, however, his estate forced the cancellation of a production of Footfalls for not following the author's stage directions. For more discussion about stage directions, you may want to visit my page on that topic. ([Link.](#))

**Publishers-leasing agents stipulations about unauthorized productions, changing playscripts, and royalty charges regardless of whether admission is charged**

Producing a play without obtaining permission—which in the case of copyrighted works almost always involves paying royalties—is theft. No matter what alibi one presents, the cold fact is clear. Refusing to pay the royalties is stealing, stealing from the playwright, stealing from the agent, stealing from the play publisher/leasing agent.

Before we select a copyrighted play to produce, we necessarily must be aware of the conditions that govern receiving permission. When we select that play, we enter into a contract. Note the following examples of stipulations in contracts of major play publishing companies that supply us scripts and arrange for legal permission to produce the play.

**DRAMATISTS PLAY SERVICE**

<http://www.dramatists.com/>

The statement from *Dramatists Play Service* is typical of all play publishers-leasing agents. From its home page, click "Enter," then scroll down to "Information" and click "How to Apply for Performance Rights" (or go there directly at <http://www.dramatists.com/text/anp.html> ). You'll find these warnings.

*Any unauthorized performance of these plays constitutes an infringement of the copyright and a violation of the Law, with possible serious consequences for the infringer (emphasis mine). No play listed may be produced unless written application is made to, and written authorization is obtained from, Dramatists Play Service.*

*Authorization [to produce a play handled by Dramatists Play Service], when granted, is subject to the following conditions: (A) the title of the play may not be altered; (B) there may be no deletions, alterations or changes of any kind made to the text (emphasis mine); (C) proper authorship, and other credits required in contract, must be given in all programs and advertisements; and (D) the program must include the following statement, "Produced by special arrangement with Dramatists Play Service, Inc."*

**MUSIC THEATRE INTERNATIONAL**

<http://www.mtishows.com/>

To illustrate the conditions publishers-leasing agents place on scripts we lease from them, consider *MTI's* position, typical of other companies. Click "Customer Support" (or go there directly at <http://www.mtishows.com/support.htm> ) and scroll down the nine points. As *MTI* says, "Built into each and every performance license is specific language which governs how the copyrighted work must be presented."

*Music Theatre International* makes clear that scripts cannot be changed:

*Some people think making "minor adjustments" to a show (such as changing the gender of a character or changing the name of a town to give it local significance) is inconsequential to its integrity, or believe they have the right to "experiment" with the authors' intentions as an expression of their artistic vision. This is simply not the case. When you are granted a performance license, by law the show you license must be performed "as is." You have no right to make any changes at all unless you have obtained prior written permission from us to do so (emphasis mine). Otherwise, any changes violate the authors' rights under federal copyright law. Without prior permission from *MTI*, your actions will subject you to liability—not only to the authors, but also to us—for breaching the terms of your license agreement, which clearly forbid you to make any changes or deletions.*

#### **DRAMATIC PUBLISHING**

<http://www.dramaticpublishing.com/>

Some theatre people profess to believe that they have a "right" to cut a show. One even hears of directing class instructors who tell their students to take a full length play and do a ten-minute scene from it. Bad education. That violates copyright law. *Dramatic Publishing* makes clear the process of obtaining approval, in advance, to make cuts. From its home page click FAQs and you'll see its position:

*The process of cutting a show or musical can be very simple or complicated, depending on the play you have chosen, the cuts you wish to make, and the amount of time you provide us for approval. Please remember that not all authors will allow their works to be cut. Some authors feel so strongly about presenting their show in its entirety that they will not approve cuttings of any kind, whereas other authors will approve a cutting for competition only and still others are happy to oblige cutting requests of any kind. As such, all cuttings require our written approval (emphasis mine).*

*Dramatic Publishing defines a cutting as whole, unedited excerpts of a show, including an act or scene(s) of a play or all of the text from one page through another page. When an approved cutting is performed, the play must be billed as "Scenes from [Play] by [Playwright]" in all promotional material generated by the producing organization. All cuttings must be licensed by *Dramatic Publishing* and adhere to these guidelines. Any changes made after a cutting has been approved must be approved under a separate*

*request.*

Dramatic Publishing also discusses the old canard that permission isn't required if there is no charge for admission. This statement echoes what other publishers/leasing agents say: *A royalty must be paid every time a play is performed regardless of whether it is presented for profit and whether admission is charged. A play is performed any time it is acted before an audience.*

COPYRIGHT FOR THE HIGH SCHOOL/AMATEUR THEATRE  
PRODUCER

<http://www.angelfire.com/or/Copyright4Producers/>

(HIGHLY RECOMMENDED.) This is an excellent site by Kevin N. Scott. The only reservation I have is that the title is too small. These materials are not just for high schools but they also are directly relevant to college and university theatres, community theatres, regional theatres—all theatrical organizations. That aside, what he says is precisely correct, well researched, thoughtfully presented, and on target.

I urge every producer, director, artistic director, teacher, playwright, actor, and would-be director to visit this site.

**One possible exception:**

**"Face-to-Face" Classroom Education**

Under very specifically stated specific circumstances—an "educational exception"—performances are permitted without obtaining permission. The copyright code (U. S. Code XX110) allows for:

*. . . performance or display of a work by instructors or pupils in the course of face-to-face teaching activities (emphasis mine) of a nonprofit educational institution, in a classroom or similar place devoted to instruction . . . .*

Clearly, this exception will not permit an educational institution to avoid obtaining permission for a major, faculty-directed mainstage production; calling it "face-to-face teaching" obviously is incorrect. Nor can this exception permit a student-directed production outside of the actual class environment.

Equally clearly, it does allow certain presentations inside the classroom situation, if limited to the class instructor and members of that particular class. One thinks of examples such as members of an acting class presenting scenes for the instructor and members of that class.

In that limited environment, use of copyrighted materials "in connection with 'teaching activities' of the institution" is protected (Copyright Law Reports a:xx2125).

But what if others are invited to see the activity? Says the same Law Reports, *"Performances or displays for entertainment or recreational purposes are not among those protected by the exemption."*

If an "audience" is invited or permitted—once again, whether admission is charged is not a factor—there no longer is "face-to-face teaching." Instead a "entertainment" is in progress. The spectators are not being instructed by the teacher. They are not enrolled in that particular course. Therefore getting permission is mandated.

### **"Fair Use"**

The concept of "fair use" allows certain—not unlimited—use of copyrighted materials without permission. Easy to understand illustrations would include citation of copyrighted materials in a critical or scholarly review. It also allows parodies: a playwright could use bits of a play by, say, Beckett to poke fun. For example, in 1994 the Supreme Court ruled that a rap parody of Roy Orbison's song, "Pretty Woman," was a fair use, noting that the markets for the original and the "transformative" work may be different.

It is my understanding that "fair use" doctrine has little other application to theatrical production, but others may disagree.

### **COPYRIGHT AND FAIR USE**

<http://fairuse.stanford.edu/I>

Stanford University Libraries provides this list of links dealing with fair use.

### **SUMMATION**

Described above are copyright laws that pertain to theatre. An examination of the various websites helps give details to define what can be murky questions. The core of copyright law, however, is clear: the original creator owns his or her work. We in theatre must honor that basic concept.

The examples cited regarding Edward Albee and Samuel Beckett are clear illustrations. In law, such cases are precedents. They prove the strength of the copyright law. Those precedents would be cited in a copyright infringement case.

The question of copyright law aside, what about moral and ethical responsibility? Is that a matter to be ignored because the playwright isn't physically present? When we set out to make theatre, we work on a premise that all participants—actors, designers, director, crews—are to be treated with respect. Why should we treat the playwright differently?.

Consider, too, directors who think of themselves as "play doctors," out to fix the play.

Likely they've never written a play themselves, but for unfathomable reasons they feel free to repair the script. Play doctors? They have earned no license, and certainly they do not have the patient's permission for the operation. These "doctors" are breaking firm copyright laws, which say there shall be no "*substantial*" modifications of a play.

Equally, directors who feel free to do a small scene from a full play are amputating arms and limbs from what had been a quite healthy body. The remains are unrecognizable. The act of radical cutting is a breach of copyright.