



## **Contracting with Minors - Copyright Implications**

June 28, 2011 by Bob Tarantino

Entering into contracts with minors in connection with entertainment-related project can be risky - many jurisdictions legislate particular rules which govern when a contract with a minor will be enforceable against that minor (for previous Signal coverage on the topic, [see here](#)), and failure to abide by those rules can imperil the contract. One area, of particular interest to entertainment lawyers, which has historically been under-analyzed is how child authors are (or should be) treated by copyright law. Where you're dealing with very young children (say, under the age of 8), the issues become even more acute: to what extent can a child that young meaningfully be said either to have engaged in an act of artistic creation or to have entered into a binding contract?

Julie Cromer Young has written "[From the Mouths of Babes: Protecting Child Authors from Themselves](#)" (112 West Virginia Law Review 431 (2010) (hat tip: [Media Law Prof Blog](#)), one of the first articles of which I'm aware that explores in detail the interface between copyright, contracts and child authors. From the abstract:

This article begins by examining the practical ability or inability of the, "infant author," to achieve and exploit the full rights of copyright, given that the Copyright Office itself seems to recognize that any rights given to infant authors are tempered by contract laws. Section II reviews the contractual doctrine of infancy and its effect upon a child author's protection under copyright law. Section III examines the specific problem of minors contracting regarding their copyrights, especially online contracts. Section IV explores the issue as currently framed, reviewing potential solutions already suggested and noting their inherent problems. Section V examines the recent decision in *A.V. v. iParadigms*, noting potential flaws in the court's rationale. Section VI explores some of these problems, including constitutional rights that support the creative process but which may be limited in a child's setting, and suggests a measure that Congress could take to ensure that these rights are born with the child's work and mature as quickly as rights for a work authored by an adult.

While Young is writing primarily about US law, the issues and analysis should be of interest to entertainment lawyers in all jurisdictions.

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