

The Co-Hosted Show Copyright

Please review video “Solo Talk Show” regarding issues of Producer, Fair Use material, and Work-For-Hire.

In Co-Hosting, you present alongside a friend or colleague. This type of Collaboration raises the question of copyright ownership, not only over the podcast sound recording itself, but also over the writing of the script.

KCPK-LP is not interested in knowing about your agreement with the co-host. That is your private business affair. However, each of you must sign the Broadcast copyright release giving KCPK-LP broadcasting permission and podcast being listed on the schedules and archives.

You may want to address the copyright ownership issues in your contract with each other. Please review the copyright videos to understand all these rights, which now must be defined between the two of you.

For example, you should define what does “co-host” mean. The concept of “co-hosts” implies that you two are making it together with shared responsibilities and time put into it, you own it together, control it together, and will share equally in the proceeds. Anything other than this requires more discussion and agreement.

Co-hosting Agreement Issues:

Do your written agreements address such fundamental issues as ownership of content and related intellectual property, reproduction rights, expenses, and division of income?

Questions to consider in your co-hosting contract:

Are you joint owners, joint creators?

Who is developing the script?

Who does what amount of work on the podcast?

Do either of you hold the other rights that usually go together with copyright law?

Who is paying for the podcast expenses?

Who is locating the sponsors?

Who does the marketing?

Who has the rights to distribute the podcast?

Who will have control over the podcast in the future?

Who is responsible for problems and damages, especially if the two of you agree to “fair use” definitions and find out that you actually infringed upon someone’s copyright?

Who has the right to the money benefits?

And in case of good monetary success, who pays for the federal and state taxes on the business venture?

Other issues:

Are you really co-hosts or is one of you the “talent” who is being interviewed by the other host? In that case, you need a “talent” release to be sent to KCPK-LP along with the Broadcast release.

Are one of you actually “hired” by the other? Then you need to submit a “Work for Hire” contract to KCPK-LP along with your Broadcast Release.

Here is a Fair Use issue:

Is the name of your podcast too similar to a trademarked name so that it may be confused with this possibly more famous source?

What other persons or entities are connected to the podcast and do you have written and signed agreements with them? These persons also require a “talent” contract sent along with your Broadcast release.

If there are any limitations to that contract, then the podcast may be rejected by KCPK-LP. Such limitations may involve whether or not you may edit, rerun, or use their contributions in other contexts.

Or whether a guest may control how the content is edited, stored, or request a complete take-down or deletion.

If you have music in the podcast, you will need to include a relevant license along with your Broadcast Release. The music may have both a “song” copyright and a “sound recording” copyright. You may also need a public performance license (for KCPK-LP to stream the music along with your podcast) and a mechanical license (if you are giving permission for the podcast to be downloaded).

However, KCPK-LP will not broadcast any music which is registered under any PRO contract, regardless of the musician signing a waiver with you. KCPK-LP only broadcasts music which is “Royalty-Free” or has a Creative Commons license.

If the music was obtained from a music stock library, attach the license from that website.

If the podcast contains your own original music, sign a music release form for that, or a Creative Commons license. If the music is “work for hire,” attach that recording contract to your KCPK-LP submission.

For further contract models and examples, please seek legal advice. Here are educational websites developed by attorneys:

<https://blog.simplecast.com/answers-from-an-actual-lawyer-do-i-need-a-co-host-agreement/>

https://firemark.com/2013/05/14/9-tips-to-keep-your-podcast-legal/?pix=g_0_0