

# Legal-Ease for the Independent Planner

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expand  
your  
experience

Education  
Network  
Business

**ISES  
Eventworld  
2010**

August 5-7  
Baltimore Marriott  
Waterfront Hotel  
Baltimore, Maryland

## ISES Eventworld 2010

August 5-7 | Baltimore Marriott Waterfront Hotel | Baltimore, Maryland

### Required Notices

- This presentation does not constitute the rendering of legal advice or create an attorney-client relationship
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- Now, let's get down to business

## **Legal Issues to be Covered**

- Structuring Your Business
- Protecting Your Intellectual Property
- Minimizing Your Risk Exposure



## **Structuring Your Business**

- What's the Goal?
  - Minimize personal liability
  - Provide operating flexibility
  - Obtain tax advantages
- What are the options?
  - Sole proprietorship
  - Partnership
  - Corporation (C or S)
  - Limited liability company
- Which one is best for you?
  - Depends on number of owners
  - Personal goals
  - Business goals
  - Talk to both a lawyer and an accountant



## Some Operating Tips

- Remember the “piercing the corporate veil” concept
- Observe the necessary “formalities”
  - Maintain appropriate meeting minutes, annual reports, etc.
- Never sign documents as an individual
  - Always use company name
- Separate business and personal finances
  - Separate bank accounts, credit cards
- Understand what’s deductible
  - Home office, health insurance, meals
- Keep complete, accurate records
  - Think about Quick Books or something similar



## Basic Tax Advice

- Estimated tax payments due quarterly
  - April 15, June 15, September 15, January 15
  - Don't forget state tax payments
  - Must pay employer **AND** employee share of FICA
- File Form W-2 or 1099 at year-end
  - To anyone receiving over \$600 in total
  - Health care reform bill expands this to corporations, for goods and services



## Protecting Your Intellectual Property

- Patents
  - Inventions
  - Not normally applicable to events, *but...*
- Trademarks
- Copyrights
- Trade secrets



## Let's Talk Trademarks

- Trademark is a name, word, phrase, logo, symbol or design that identifies the **source** of a product or service
- Examples:
  - Coca Cola® (a soft drink)
  - Xerox® (a brand of copier)
  - Kleenex® (a brand of facial tissue)



## **Trademarks Are Valuable**

- “I’ll have a hamburger and a Coke”
  - “I’m sorry; we only serve Pepsi products”
- Victoria’s Secret v. Victor’s Little Secret
  - Lingerie giant battles adult book store all the way to Supreme Court
- Cisco v. Apple over iPhone
  - The great Philadelphia Cheesesteak War
- In the “old days” it didn’t matter as much
  - With the internet, any business with a website is a global enterprise



## **How Do I Get a Trademark?**

- U.S. Patent and Trademark Office
  - [www.uspto.gov](http://www.uspto.gov)
- Search for existing marks
- File on line (\$325) and a .jpg file of design
- Research by USPTO attorney
- Trademark granted
  - Use ™ until granted, then ® after the name/logo
- File affidavit of use every five years
- Protection lasts forever as long as trademark is in use



## Copyrights

- Protects works of authorship
  - Written documents, photographs, movies, music
- Copyrights are valuable, too
- Who is the “author”?
  - If done by an employee, copyright belongs to the employer
  - If done by a contractor, copyright belongs to the individual
    - Consider a written assignment, depending on which side you’re on
- How do I protect my copyright?
  - Copyright or ©, year of publication, name of author
  - Can register with Library of Congress but not necessary
  - Provide notice on all RFP replies



## Trade Secrets

- Anything you don’t want the world to know
  - The Coke® formula, your client list, financial information, methods of doing business
- You protect this information by keeping it secret
  - Publication (e.g., on a website) voids the protection
- Think about getting employees/contractors to sign confidentiality and non-compete agreements
  - Must be reasonable in terms of time and geography



## **Basic Risk Management**

- Be careful what you are signing
  - Understand what constitutes a contract
  - Sign in a representative capacity, not as an individual
  - Don't sign on behalf of clients if you can avoid it
  
- Have insurance backup
  - Commercial general liability
  - Professional liability
  - Event cancellation



## **Slide Title (ideally no more than two lines)**

- First major topic
  - Subtopic one
  - Subtopic two
    - Sub-subtopic
- Second major topic
- Third major topic
- Fourth major topic



## Two-Column Slide

- Topic A
    - Subtopic 1
    - Subtopic 2
    - Subtopic 3
    - Subtopic 4
  - Topic C
- Topic B
    - Subtopic 1
    - Subtopic 2
    - Subtopic 3
      - Sub-subtopic 1
      - Sub-subtopic 2
  - Topic D



## Slide with Table



**Slide with Graphic & Text**

