

Who Owns Your Blueprints?

You know that copyright law covers works of art, photography and writings. Did you know that blueprints to the home you're planning to build are also copyrighted?



Janice and Sean didn't! They had dreamed of building their own home, since they were first married and living in a tiny apartment. Over the years, they spent many leisure hours planning their perfect dream house — right down to the lighting and plumbing fixtures, the brand and style of windows, and the custom-order front door. In their ninth year of marriage, they and their three children moved into their dream home.

A year later, Sean was driving to a business appointment and cut through a new, high-end housing development. Halfway through, he slammed on his brakes in front of he and Janice's dream house — an exact copy of their home, right down to the windows and custom-ordered door. Later, he took Janice to the house. Neither could believe their eyes! They felt overwhelmingly violated.

Their attorney advised them that legally nothing could be done. The architect owns the blueprints (the architectural drawings and documents) and ten more duplicates of their home are to be built within their area by year's end. Their dream home is no longer unique, no longer theirs alone. They will see these exact copies for the rest of their lives.

Many people develop ideas and design their dream homes. An architect is hired to draw up the plans, and a contractor (and possibly a separate homebuilder) constructs the home. Unless the contracting homeowner brings up the ownership of the blueprints, the issue of copyright is never discussed. Since the majority of

people use predesigned floor plans with modifications, blueprint copyright is not an issue. For those few like Janice and Sean, however, it is a priority and should be discussed before any actual design ideas are given to the architect or contractor.

How Is Copyright Determined?

As with any work protected by the Federal Copyright Act, as amended in 1990, 17 U.S.C., copyright belongs to the creator of the work. Though the initial ideas for design belong to the homeowners, they are not a concrete piece of work and cannot be copyrighted. The blueprints are concrete and protected — and they belong to the architect, who created the blueprints, unless ownership is otherwise transferred. Thus, ownership of blueprint copyright is determined by the contract between the homeowners and parties responsible for building the home.

A contract between the homeowners and the contractor. In this type of contract, the homeowners are not contracting with the architect. The architect contracts directly with the contractor. Generally, the architect retains copyright, unless the contract gives ownership to the contractor.

(Contractors purchase blueprint copyrights for future building. Even in high-end developments, contractors keep their costs low by using only a few different floor plans; then, reversing the plans and varying color schemes for unique looks. Thus, earning a higher profit margin.)

The homeowners are granted only a license to use the blueprints on a one-time basis, called nonexclusive use. The copyright owner may reuse the plans as many times as he/she wishes and in any location — even across the street from your own home.

A contract between the homeowners, architect and contractor. Unless the homeowners or contractor insists, the contract does not cover blueprint copyright. The architect owns all rights to the blueprints.

If you wish for your dream home to remain unique and the plans not reused, then your contract must clearly specify each party's duties and what they own. It must specifically transfer all rights to the blueprints and any other building document to you, the homeowners. It also should specify that no other contracting party may reuse the blueprints or building documents without your express permission. You should expect to pay a negotiated fee for the transfer of copyright ownership; however, since the architect (or contractor) will not be able to make future profits from the plans.

The Plan Modification Dilemma

Another problem you may encounter with blueprints is having the plans completed or changed by another architect. Like the legal and medical professions, architects take a hands-off approach to encroaching on a colleague's clientele — even if you own the copyright! They call it “professional courtesy”.

Expect the potential architect to contact the first to inquire about unresolved or outstanding issues concerning the blueprints or any parties involved in the original agreement. The outcome will determine if the new architect agrees to do the work. Even if no problems exist and you have full copyright, the second architect will keep a hands-off position if the first one asks him to do so. You are forced to contact the original architect. Without copyright ownership, you must contact the copyright owner before any work may be done on the plans.

Copyright Infringement

If you believe your rights have been violated, contact an attorney who specializes in Intellectual Property law. The attorney will review your original contract to determine if you have a legal right for redress. The next step is a civil suit for copyright infringement.

Such lawsuits are very costly, sometimes in the tens of thousands, plus attorney fees and court costs. Generally, such a lawsuit requests reimbursement for these fees. If you lose the case, however, not only must you pay these fees, but you probably will have to pay the defendant's attorney fees, as well.

Winning the lawsuit does not remove the copy of your dream home, but it will compensate you for the deed and keep the architect or contractor from building any more copies in the future. Your best recourse is to protect yourself in the beginning by including blueprint ownership verbiage in the original contract and having a Intellectual Property attorney review it before you sign. After all, the ideas were yours – not the architect or contractor. Protect your dream!