



Content Creation, Contracts, and Cautionary Tales: A Legal Perspective on AI

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BoardmanClark 

Icebreaker

- 1) Raise your hand if you've *consciously* used AI before.
- 2) Raise your hand if you've used AI in your work for:
 - Email drafting
 - Marketing copy
 - Brainstorming
 - Contract language

Today's Agenda

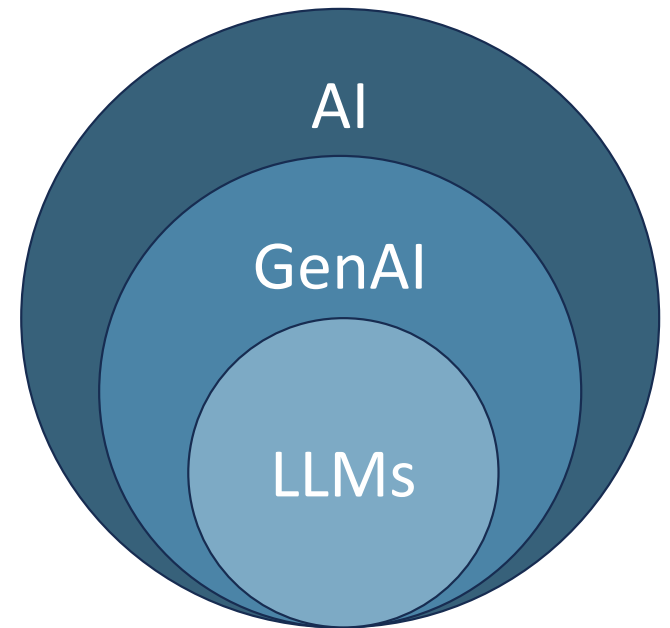
- 1) WHAT AI IS (AND ISN'T)
 - 2) AI AND CONTRACTS: DRAFTING PITFALLS + NEGOTIATION REALITIES
 - 3) AI FOR CONTENT CREATION: IP RISKS + SAFER WORKFLOWS
 - 4) REAL-WORLD CAUTIONARY TALES
 - 5) THE BRIGHTER SIDE OF THINGS: BENEFICIAL USES + GUARDRAILS
- **TODAY'S GOAL:** USE AI CONFIDENTLY AND COMPLIANTLY, NOT FEARFULLY



1) What AI Is (and Isn't)

What *is* AI?

- **Artificial intelligence (AI):** software that mimics human intelligence by detecting patterns and predicting outputs
- **Generative AI (GenAI):** produces new content (text, images, audio, code) in response to user prompts
- **Large Language Model (LLM):** GenAI models trained on extensive text data to understand and generate language



What GenAI *Can* Do

High-value uses in the planning industry:

- Proofreads and edits marketing materials quickly
- Summarizes long documents well
- Generates outlines and options (think run of show/timelines, session descriptions, first-pass FAQs, or attendee communications)

What GenAI *Can't* Do (the “4 C”s)

GenAI struggles with:

- **Correctness** (confidently wrong “hallucinations”)
- **Context** (accounting for your business norms, risk tolerances)
- **Confidentiality** (depends on the tool/settings, but users almost always bear the risk)
- **Compliance** (jurisdiction- and fact-specific)

Leading GenAI Platforms/Developers

- OpenAI (ChatGPT)
 - Anthropic (Claude)
 - Google (Gemini)
 - Microsoft Copilot
-
- Consumer vs. Enterprise



2) AI and Contracts: Drafting Downfalls and Negotiation Realities

Big Picture: AI ≠ Your Lawyer

AI can help draft, but it can't tailor risk like counsel can

- Doesn't know your leverage, fallback positions, or deal history
- May miss industry-specific norms (attrition, force majeure, etc.)
- Won't "own" negotiation strategy or business goals

AI Contracts: Useful Starting Point

Best way to think about AI drafting:

- A rough draft assistant
- A clause generator for brainstorming
- A checklist prompt to spot missing sections

Still requires human + legal review, especially when stakes are high!



Jurisdiction Matters (More Than AI Thinks)



- State law differences are real
- Generic, or “boilerplate,” language can fail locally
- Because AI is *probabilistic*, it often defaults to generic language
- Be especially wary of arbitration, liquidated damages, and related choice of law clauses

A Common AI Mistake in Contracting: Liquidated Damages Clauses

- A **liquidated damages clause** is a contract provision specifying a pre-agreed amount of \$\$ to be paid by a party if they violate certain terms
- Planners often use liquidated damages clauses because it's hard to calculate the financial impact of a vendor cancellation after the fact.



Hypothetical #1: the Annual Gala

- Imagine you are planning an annual gala in La Crosse for the local chamber of commerce.
- You use AI to draft the contract for the gala venue, emphasizing that you and your client need to be protected in case the venue cancels last-minute.

Hypothetical #1: the Annual Gala

- The contract, which is governed by Wisconsin law, says this about cancellation by the venue:
 - “If Venue cancels this Agreement for any reason, Venue shall pay Planner liquidated damages equal to two times the total contract value as a penalty for such cancellation.”
 - The Venue is hit by a tornado and cancels two days before the gala. The total contract value was \$50,000.
What is going to happen? → → →
- A) A Court will rule that this liquidated damages clause is enforceable, so you will get \$100,000. *Sweet!*
 - B) A Court will rule that this liquidated damages clause, while enforceable, is limited to the total contract value. So, you will get \$50,000. *Not bad . . .*
 - C) A Court will rule that this liquidated damages clause is unenforceable, so you will get nothing. *Womp womp.*

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Having AI Review a Contract You're About to Sign?

Sounds smart but may backfire.

- AI tends to flag *every* issue, not just important ones
- Can drive more back-and-forth, slowing the deal
- Often *increases* legal expenses



- Most transactional lawyers have their own contract templates. It may take them longer to review an AI-generated contract than to hand-tailor their template to your situation and needs.

A Better Workflow for Contracts + AI

- Use AI to:
 - Spot missing clauses
 - Explain unfamiliar language or provisions
 - Generate negotiation options
- Don't use AI to:
 - Finalize liability terms
 - Handle or evaluate confidential deal data
 - Replace legal review

3) AI for Content Creation: IP Risks + Safer Workflows

The Big Infringement Risk: What You Upload

- **Copyright** = a legal right that gives the creator of an original work the exclusive ability to use, reproduce, and control that work.
- Do NOT assume you can upload anything you find online to a GenAI tool

Common IP Traps in Meetings & Events Content

- Copyrighted clipart/images in branding materials
- Taglines that echo an existing brand/slogan
- Music/AV snippets in promo videos
- FAQs, session descriptions, marketing copy created by another planner

Hypothetical #2: “Just Like This One”

- The World Dairy Expo hired you after its previous planner decided to focus on cow-free events. In making the transition, the Expo gave you access to a Google Drive with event materials from the 5 previous Expos.
- You upload a PDF of last year’s cattle judging PowerPoint to ChatGPT with the prompt:
 - *“Create an outline for a slideshow just like this one.”*
- **What, if any, are the copyright or IP risks here?**

Hypothetical #2: “Just Like This One”

Uploading the previous planner’s slides creates several copyright infringement risks:

- Unclear ownership
- Unauthorized reproduction
 - AI as the middleman doubles your exposure to liability
- Derivative work risk
 - Both the *substance* of the original slides and their *order/structure* may be copyrighted!

Hypothetical #2: “Just Like This One”

What should the planner have done instead?:

- Confirm ownership of the prior slides
- Get permission and/or a license from the owner
 - Both to upload the slides to an AI platform and to copy them for this year’s Expo

OR

- Prompt from scratch using neutral inputs
- Create an original structure and expression

Hypothetical #3: The Conference Tagline

- You want a new, catchy tagline for the World Dairy Expo. After using AI to brainstorm options, your team settles on “Got Dairy?” and places it on all the Expo’s promotional materials.
- A week before the Expo, you get an email from the California Milk Processor Board saying that you are violating its trademarked “Got Milk?” slogan.
- **Discussion Questions:**
 1. What do you do *today*? (Keep it? Revise it? Pull materials?)
 2. What do you do *next time*?

Hypothetical #3: The Conference Tagline

What to Do Today

- Pause use immediately
- Try to get the California Milk Processor Board's permission
 - May involve negotiating a last-minute licensing agreement
- Revise if necessary
- Document your response

What to Do Next Time

- Prioritize originality—avoid “X-but-different” prompts
- Build in a clearance check—assess for similarity or confusion risk

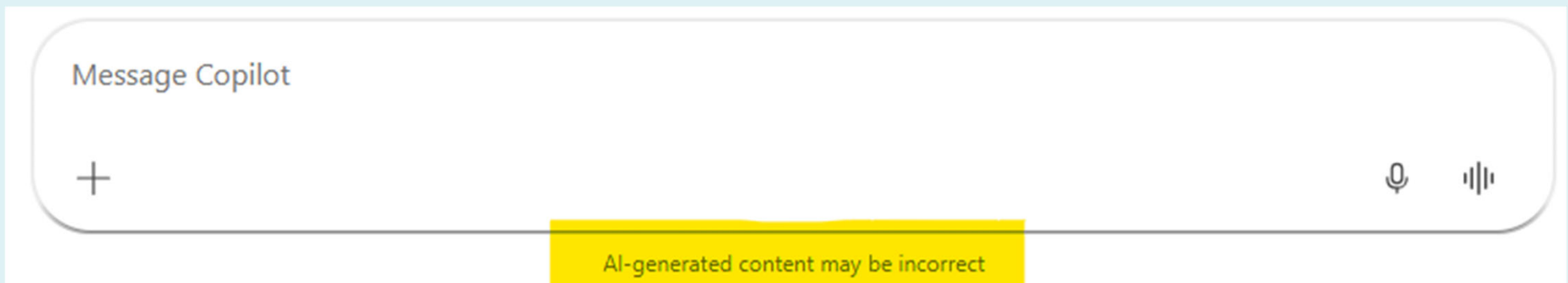
AI-Generated Art: Who Owns It?

Reasons to **tread carefully** when using AI logos and artwork:

- **Copyright requires human authorship.** If you have AI create artwork with minimal human input, you may not have an enforceable copyright in the result.
- **Derivative-work risk still exists.** AI-generated images or logos can closely resemble existing copyrighted or trademarked works, creating infringement risk even if the output looks “new.”
- **No ownership ≠ no liability.** You may be unable to stop others from copying the AI artwork *and* still face claims of infringement from original rights holders.
- **Risk of social blowback.** AI-generated art currently faces significant social + market scrutiny.
- **Bottom line: If your brand identity matters, you should use AI-generated art as inspiration—not a final deliverable.**



4) Real-World Cautionary Tales



Shortcut Temptation

- Using AI as a shortcut is tempting:
 - AI outputs are generally polished and confident
 - LLMs tend to be sycophantic—they want to please you, and will sacrifice accuracy to do so
 - We are busy people!
- Failing to review/verify AI-generated content is an all-too-common mistake.

Shortcut Temptation: Whitings v. City of Athens

- Whitings sued the City of Athens, Tennessee after sustaining injuries at a city-hosted fireworks show
- The City's two attorneys submitted court filings with more than 25 fake case citations
- Last month, the Court ordered the attorneys to reimburse the City for all their legal work on the case and pay \$15,000 each as a punitive sanction

Spam in the AI World

- AI has enabled nefarious new online scams that affect the events industry:
 - Spammers are using AI to draft polished messages that impersonate conference organizers, offering to sell speakers or sponsors the event's attendee list for a fee.

Beware: Spammers Are Using AI to Impersonate Conference Organizers and Sell Fake Attendee Lists



by DENNIS YU / April 7, 2026

The New Wave of Conference Spam Is AI-Powered — and It's Getting Worse



Spam in the AI World: What Should Planners Do?

- If you do not sell attendee lists, create a **website banner** saying so
- Pre-write a **template response** for exhibitors/sponsors/keynote speakers who forward you potential scam communications
- **Monitor and report** impersonation attempts

5) The Brighter Side of Things: Beneficial Uses + Guardrails



Let's Do This Right: A 5-Step Safer AI Workflow

1. Choose the right tool
2. Share content cautiously
3. Prompt effectively
4. Verify outputs
5. Document high-risk AI uses

AI Use Risk-Tier Framework



Low Risk: drafting email blasts, proofreading, brainstorming multiple versions for market testing, creating outlines/FAQs from *your own* content, turning meetings notes into action-items lists



Medium Risk: rewriting or polishing sponsor-provided marketing copy, creating agendas or run-of-show outlines based on prior events, generating “standard” contract clauses, using AI to produce art/logos



High Risk: obtaining legal advice or final contract language, uploading third-party content or confidential data

Lightning Round!

Shout it out: are these AI use cases **OK** or a **RED FLAG**?

1. “I uploaded a vendor contract to Grok and asked for its opinion on the pricing terms and liability limits.”
2. “I used AI to rewrite my client-facing email in a more upbeat tone.”
3. “I used AI to summarize a Request for Proposal.”
4. “I used AI to generate a Request for Proposal modeled after one I uploaded.”
5. “My creative team used AI to generate a logo using a Disney-style prompt.”



The High Note



AI is **powerful** when used safely and effectively

- Use AI to *accelerate* your expertise, not replace it
- Protect confidentiality, contracts, and creative assets
- Build efficient, repeatable processes you and your team can adopt tomorrow

*Questions? Scenarios?
Horror Stories?*

THANK YOU!

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