

Put It In "Ink" – Use Non-Disparagement Agreements To Prevent “Trash-Talking”

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For many tattoo businesses, the termination of a tattoo artist often results in an unfortunate consequence of disparagement, better known as “trash-talking.” The extent of the trash talking has become even more severe than simply telling clients that the other shop does “shoddy” work. With the use of social media, such sites as, Twitter, Facebook and Yelp have helped disgruntled tattoo artists gain greater access to the public and advance their “evil will.” I have heard many stories of tattoo artists going to great lengths on social media websites to cause harm to a former shop or fellow tattoo artist. How can a tattoo shop protect itself to stop these types of attacks?

A tattoo shop should be run like any other business and with the proper use of employment agreements and shop policies, a tattoo shop can implement measures to bind tattoo artists to a contractual agreement of not engaging in disparaging conduct while employed or after. Now, I understand that it is against most tattoo artist’s nature to want to conform to contracts and policies. But, in order to run a successful business in an ever growing competitive market, tattoo shop owners

really should consider using certain legal protections to preserve the shop's reputation and means of livelihood.

A properly structured employment agreement can include a non-disparagement provision that generally prohibits either the shop or the tattoo artist from making public or private comments or taking any actions which disparage, or are disparaging, derogatory or negative about the other. The types of comments or actions that can be covered include, but not necessary be limited to, comments concerning the business of the tattoo shop, or the policies or decisions of the shop, or about the work of any present or former tattoo artist. If this provision is violated, there are certain legal actions that can be taken to enforce the provision and stop the abuse whether oral or on social media sites.

The use of a non-disparagement provision also does not necessarily need to be included in a formal employment agreement, and there are other methods of incorporating this type of provision into the shop policies to be binding on all of the shop's employees. In addition, a tattoo artist does not necessarily need to be an employee to be bound by a non-disparagement agreement. Many shops have tattoo artists working independently as contractors but, once again, if a tattoo shop properly implements certain policies, there are ways to bind its contractors. If you are interested in learning more about these non-disparagement provisions and how to properly implement them, you should speak to an attorney having experience in the use and enforcement of non-disparagement provisions.