

LEGAL CONTRACT FOR THE COMPOSITION OF A MUSICAL WORK

It is agreed that _____ (composer) will compose a musical work expressly for _____ (commissioning party). The commissioned work is to be of duration of approximately _____ minutes and of a grade _____ level of difficulty on a standard grade 1-6 scale. The work will be written for _____ (type of musical ensemble) and will _____ (any other specifics about content, purpose and instrumentation).

The commission fee shall be \$ _____ (_____ dollars). A retainer of \$ _____ (_____ dollars) will be paid to the composer upon the execution of this agreement. The remaining \$ _____ (_____ dollars) will be paid upon the delivery of the work. The copyist's fees, estimated at \$ _____ (_____ dollars) will be paid for by _____ (either commissioning party or composer). The full amount of the retainer shall be returned upon the commissioning party's demand if the composer is unable to fulfill the conditions and terms of this contract.

Black on white photocopies of the score and each part will be delivered to the commissioning party as soon as possible, and no later than _____. Duplication of parts will be the responsibility of _____. If the composition is based upon a copyrighted text or musical work, the composer is responsible for acquiring copyright permission and for the payment of any fees resulting from the granting of this copyright permission.

The premiere performance will be given within _____ (length of time) of the arrival of the full score and parts. The commissioning party will have the sole right to the first performance of the work without payment of further fees, rents or royalties. The commissioning party shall retain a copy of both the full score and one set of parts. The original manuscript score and set of parts will remain the sole property of the composer. The composer will retain all publishing rights. The composer retains all rights regarding commercial recording of the work. The composer will be present at the final rehearsal and premiere of this work for a fee of \$ _____ plus expenses (travel, lodging and meals) and could be asked to guest conduct if so desired. A _____ (format) recording of the premiere will be given to the composer.

A dedication to the commissioning party shall appear on the title page of the manuscript score, the wording of which will be agreed upon at a later date.

This contract will be declared null and void if the above specifications are not met. In the event of illness, family tragedy, and/or unforeseen acts of nature, this contract may be modified by mutual agreement of the composer and the commissioning party. Any modification of this contract will be specified in a written rider to this agreement, countersigned by both parties. It is understood that the composer is not an employee of the commissioning party and that the composer is not working "for

hire.”

We the undersigned mutually agree to the terms of this contract.

(composer) (date)

(Authorized representative for commissioning party) (date)

(witness) (date)

(witness) (date)

(composer's social security number)