

COMMISSIONING AGREEMENT

This constitutes the agreement between David Evan Thomas (the COMPOSER) and X (the COMMISSIONER).

- 1) COMPOSER agrees to write an original Musical Work of the following description:
[Anthem/Song/Chamber Work/Overture, etc.] for [performing forces]
Other specifics...
- 2) The agreed-upon amount of this commission is \$X (USD), payable:
 - a. \$X to COMPOSER within ten days of signature of this agreement.
 - b. \$X to COMPOSER upon delivery of the commissioned work (complete materials, proofread and ready for performance), to be delivered by [date].
- 3) It is further agreed that the commission fee shall include, without rental fees to COMPOSER:
 - a. COMMISSIONER shall have the exclusive performing rights, without fees, for a period of one year.
 - b. COMMISSIONER shall have the right of first refusal of any form of recording of commissioned work for a period of one year after the world premiere.
- 4) The following terms and condition apply to the score:
 - a. COMPOSER is granted permission to copyrighted text used in the work without fee.
 - b. Commission fee includes copying, preparation and reproduction of score.
 - c. Two scores shall remain the property of COMMISSIONER for its exclusive use.
 - d. There shall be no additional rental, performing rights or royalty fees beyond what is covered by Broadcast Music, Inc. (BMI)
 - e. The original score and published editions shall bear on the title page a credit line as follows:

- 5) The following terms and conditions apply to the premiere:
 - a. COMPOSER agrees to waive performing rights for the premiere.
 - b. COMPOSER may use the recording of the premiere for promotional purposes, including samples online.
 - c. Should the premiere not take place within one calendar year from date of delivery, COMPOSER reserves the right to assign the premiere rights to the artist/ensemble of his choice.
- 6) The Composer hereby warrants that:
 - a. COMPOSER is not an employee of COMMISSIONER, and nothing herein shall be deemed or interpreted to create, establish or imply any employment relationship between the parties; this is not a work "for hire."
 - b. The music of the Musical Work is the original work of the COMPOSER and it does not infringe the copyright or other rights of any person.
 - c. COMPOSER is the owner of the copyright and all other rights in the nature of copyright subsisting in the music [and lyrics, if applicable] of the Musical Work.
 - d. The copyright shall invariably remain the property and right of the COMPOSER for the duration of the copyright and any extension thereof.
 - e. This contract contravenes no existing agreement.
 - f. It is agreed that if for any cause beyond the control of COMPOSER such as, but not limited to, illness or accident, he is unable to fulfill the terms of the commission, COMPOSER's sole liability to COMMISSIONER shall be the refund of the commission fees paid.
- 7) COMPOSER warrants that he has the authority to make this agreement.
- 8) This Agreement will be governed by and construed under the laws of the State of Minnesota, USA.

COMPOSER _____ date

COMMISSIONER _____ date

Address: _____
