Composer or Contract Writer
Mailing Address
Email Address, Phone Number
Website

Commisioning Agreement

This document, dated **(date)**, confirms the agreement made between the commisioner **(Commissioner)**, (commissioner address), henceforth known as **(Commissioner)**, and the composer **(Composer)**, henceforth known as **(Composer)**.

Statement of Commission:

• **(Commissioner)** agrees to commission **(Composer)** to write an original work, a **(more specific work description)**, entitled **TBD**, henceforth known as **The Work**. **The Work** will be scored for **(ensemble instrumentation)**, with a duration of approximately **(duration)**. The terms of the agreement are as follows:

• **The Work** will be written for (a consortium including) **(Commissioner)**, and is set to premiere on **(premiere date)**.

• **(Composer)** agrees to periodically update **(Commissioner)** and other consortium members on the progress made until completion.

• **(Composer)** will deliver 1 complete copy of the full score and parts, as well as multiple copies of the choral score by either PDF, by mail, or by hand to **(Commissioner)** and each of the consortium members no later than **(delivery date)**.

• The text for **The Work** will be a **(type of text)** text to be agreed upon by all members of the consortium.

• **(Composer)** agrees to copyright and publish **The Work**, register **The Work** with **(Performing Rights Org.)**, and help to market and promote **The Work**. **(Composer)** may decide to have a traditional publishing firm publish **The Work** at a date after its premiere.

Payment

Upon the signing of this agreement, **(Commissioner)** agrees to pay the composer a commissioning fee of **($ fee)**, half of which is due at the initial signing **($ half of fee)**, the other half due upon the completion and delivery of the composition, no later than **(delivery date)**.

Composer Non-Fulfillment of Terms

If the composer fails to fulfill the terms of this commission for any cause beyond his control, including but not limited to illness or accident, family tragedy, and/or unforeseen acts of nature, the composer is liable to commissioner and shall refund any funds payed for by **(Commissioner)**.

Rights

(Commissioner) (and other consortium members) shall have the following rights with respect to the commissioned **Work**:

• Exclusivity to premiere **The Work** in concert in **(premiere date)**

• The right to record **The Work**, and to use video and audio recordings of their performance(s) as they see fit

• The right to retain the delivered musical scores and to perform **The Work** at any time or place after the premiere

The composer **(Composer)** will have the following rights with respect to the commissioned **Work**:

• They will retain ownership of and the creative rights to **The Work**: They may self-publish, have it traditionally published, distribute, sell, arrange, or recompose **The Work** at any time after the premiere performance(s) in **(premiere date)**.

• They will retain full performance royalties as an affiliate of **(Performing Rights Org.)**.

• Pending agreement by **(Commissioner)** after the premiere performance, They will retain the right to use the audio and/or video recording(s) of the premiere performance for personal use including promotion of **The Work** on their website and social media sites. The composer will not sell or otherwise profit from any audio or video recordings of **The Work**.

Final Statements

The score and other performance materials will be delivered to the commissioners, and on all published editions of the score shall include, on the title page or first page of music, the inscription **TBD**. Appropriate copyright and performing rights license information shall also appear at the bottom of the score.

The composer **(Composer)** warrants that nothing contained herein conflicts with any pre-existing agreement with a publisher or existing party. Modifications to this contract may be made; any such modification will be in the form of a written rider to this contract, countersigned by both the composer and the commissioner.

Composer Signature:_____   Date:_____

Commissioner Signature: :_____   Date:_____