

CONTRACT FOR COMMISSIONING A MUSICAL WORK

A **COMMISSIONING AGREEMENT** is made as of the ____ day of _____ 20____
between: Clarence Leo Weeks (hereinafter referred to as "COMPOSER") and
_____ (hereinafter referred to as "ORGANIZATION")

CONTRACT DOCUMENTS

The contract documents for this COMMISSIONING AGREEMENT shall consist of this contract and any riders or modifications, as provided for in paragraph 12.

STATEMENT of COMMISSION

1. ORGANIZATION commissions COMPOSER and COMPOSER agrees to write an original work for ORGANIZATION, (titled) _____, of approximately _____ minutes duration, scored for instruments, as itemized in Exhibit A attached hereto or listed below:

2. The COMPOSER warrants that to the best of his knowledge:

- a) The WORK Is an original composition
- b) The COMPOSER is the owner thereof
- c) The COMPOSER Is authorized to enter into this Agreement

3. COMPOSER agrees to deliver the completed work to ORGANIZATION, as follows:

- a) _____ complete copies of the score and performance materials (matching the performing forces listed in paragraph 1) of the work shall be delivered not later than _____
 - b) COMPOSER agrees to periodically advise ORGANIZATION's Director, designated in Exhibit A or listed above as to progress made toward its completion.
4. COMPOSER agrees to attend _____ rehearsal(s) and/or _____ performances at the expense of the ORGANIZATION, with dates to be determined through mutual agreement. COMPOSER also agrees to conduct _____ performance(s) at no additional cost to the ORGANIZATION.

PAYMENT

5. As consideration of this agreement, ORGANIZATION agrees to pay COMPOSER:
- a) \$ _____ as a commission fee, payable as follows:
 - \$ _____ retainer to be paid upon the execution of this agreement, and
 - \$ _____ upon delivery of the complete score and performance materials in accordance with paragraph 3a above:
 - b) \$ _____ towards the cost of duplication of the score and the extraction and duplication of parts, payable upon delivery.

NON-FULFILLMENT of TERMS

6. If 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, COMPOSER's sole liability to ORGANIZATION shall be the refund, upon demand, of any sums previously paid to COMPOSER in

accordance with paragraph 5 above. In the event ORGANIZATION elects to not fulfill this contract, ORGANIZATION forfeits any payments made as outlined in paragraph 5.

RIGHTS

7. ORGANIZATION shall have the following rights with respect to the commissioned work:
 - a) The exclusive right to give the world premiere performance (first scheduled performance) of the work for a period of _____ after delivery of the score and parts in accordance with paragraph 3 above;
 - b) The right of first refusal with respect to the making of the first commercial recording of the work, on a record label acceptable to COMPOSER, for a period of _____ following the world premiere performance of the work, beginning with ORGANIZATION, if refused then performer ____, then performer ____, then performer ____, then performer ____. All rights in the commissioned work not granted to ORGANIZATION herein are reserved to COMPOSER. ORGANIZATION acknowledges the COMPOSER is not an employee of ORGANIZATION and ORGANIZATION agrees that the resulting commission is not a "work for hire," as defined under current copyright law.
 - c) The right to record the work for personal uses by the ORGANIZATION or the director, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.

8. The ORGANIZATION members each agree to give at least _____ performances of the commissioned work during the period of _____ following delivery of the score to the ORGANIZATION, during which time ORGANIZATION has exclusive performance rights. Coordination of performance dates is the sole responsibility of the ORGANIZATION.

9. It is agreed that ORGANIZATION shall not pay rental fees to COMPOSER for the world premiere performance; for any further public performances during the period specified in paragraph 7, section a, or for the first commercial recording of the work made in accordance with paragraph 7b, or for personal recordings made in accordance with paragraph 7c above. Thereafter, public performances or other uses of the work shall be subject to customary rental fees.
10. ORGANIZATION agrees to secure a valid performing rights license directly from COMPOSER for all public performances of the work for which such a license is required by applicable performing rights licensing practices. ORGANIZATION further agrees to negotiate separately for any recording or synchronization licenses that may be required of ORGANIZATION for commercial or other recording or in connection with radio or television broadcast. Should COMPOSER change performing rights license society membership after this contract is issued, it is the responsibility of COMPOSER to notify ORGANIZATION, and ORGANIZATION is responsible for obtaining applicable performing rights license from COMPOSER directly or with the society that COMPOSER has newly affiliated.
11. The scores and other performance material delivered to ORGANIZATION, and on all published editions of the score shall include, on the title page or first page of music, the following inscription:

Commissioned by

COMPOSER shall be listed as **Clancy Weeks**. Appropriate copyright and performing rights license information shall also appear.

12. COMPOSER warrants that nothing contained herein contravenes any pre-existing agreement with publisher or any other party. COMPOSER agrees that any subsequent agreement with publisher shall be subject to the rights granted to ORGANIZATION hereunder.

13. Modifications or amendments to this contract may be made. Any such modification must be in the form of a written rider to this contract, countersigned and dated by both COMPOSER and ORGANIZATION.

COMPOSER:

Clarence Leo Weeks

date

witness

10118 Cobbler Ln.
Tomball, TX 77375

ORGANIZATION:

Authorized Representative and Title

date

witness