

# COMMISSIONING AGREEMENT

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

**A.** COMPOSER agrees to write an original Musical Work with the following description:

**type, length, instrumentation**

**B.** The agreed upon amount of this commission is \$X, payable as follows:

- 1 \$X to COMPOSER within ten days of signature of this agreement.
- 2 \$X to COMPOSER upon delivery of the commissioned work (complete materials, proofread and ready for performance), to be delivered by <date>.

**C.** The following terms and conditions apply to scores and parts:

- 1 The original score and published editions shall bear on the title page a credit line as follows:

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- 2 Commission fee includes reproduction of score (and parts, if applicable) with Finale notation software.
- 3 Two scores shall remain the property of COMMISSIONER.
- 4 If applic: COMPOSER shall not be responsible for cost of reproduction of the choral score for individual chorus members.
- 5 The work shall be registered with the COMPOSER's performing rights organization, Broadcast Music, Inc. (BMI).

**D.** The following terms and conditions apply to the premiere:

- 1 The work shall receive its premiere performance by <artist> on <date> at <hall> in <city>.
- 2 Should the premiere not take place within one calendar year from date of delivery, COMPOSER may assign the premiere rights to artist/ensemble of his choice.
- 3 At COMMISSIONER'S request, COMPOSER may waive performing rights for the premiere performance.
- 4 For additional performances, there shall be no additional performing rights or royalty fees beyond what is covered by BMI.
- 5 The premiere will be recorded, and a copy of the recording furnished to COMPOSER at no cost, which COMPOSER may use exclusively for promotional purposes, including offering excerpts online.
- 6 The COMMISSIONER shall remain responsible for the promotion and advertising of premiere of commissioned work. In all programs, recordings, and advertising credits, COMPOSER's name shall appear as "David Evan Thomas."

**E.** The COMPOSER hereby warrants that:

- 1 COMPOSER will obtain all rights to copyrighted material used in the work.
- 2 The music of the work is the original creation of the COMPOSER and it does not infringe the copyright or other rights of any person.
- 3 The copyright shall invariably remain the property and right of the COMPOSER for the duration of the copyright and any extension thereof.
- 4 This contract contravenes no existing agreement.

**F.** It is further agreed that:

1. 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."
2. 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.
3. This contract shall be interpreted under Minnesota state law.
4. COMPOSER warrants that he has the authority to make this agreement.

\_\_\_\_\_  
David Evan Thomas, COMPOSER

Date

Address:

1829 3<sup>rd</sup> Ave S #118

Minneapolis, MN 55404

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COMMISSIONER's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

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