

Sample Commissioning Agreement: Chamber Work

ENSEMBLE WORK COMMISSION AGREEMENT

This constitutes the agreement made this _____ day of _____, 20__ among [Name of Ensemble, Address of Ensemble] (hereafter referred to as "ENSEMBLE"), [Name of Composer; Address of Composer] (hereinafter referred to as "COMPOSER") and [Name of Publisher, Address of Publisher] (hereinafter referred to as "PUBLISHER").

1. ENSEMBLE will pay COMPOSER _____-Dollars (\$____.____) to compose a work for Violin, Oboe and French Horn, with additional instruments to be determined by the COMPOSER in consultation with Music Director of Ensemble, of approximately 15-20 minutes in length (hereinafter referred to as "WORK").
2. In consideration of the above, COMPOSER will deliver a score and parts to ENSEMBLE not later than [Delivery Date].
3. The world premiere of said WORK will be performed by ENSEMBLE in the fall of 2003.
4. The manuscript score and all published scores will bear on the title page or on the first page of music the following inscription (to be provided by ENSEMBLE):
5. All rights to the WORK described above not granted herein to ENSEMBLE are reserved by the COMPOSER.
6. The fee for the commission as set forth above will be payable as follows:
 - A. one third to COMPOSER upon signing of the commission agreement.
 - B. two thirds to COMPOSER upon the delivery of score and parts on or before Delivery DATE.
 - C. The commission fee includes copying costs. All copying costs will be borne by COMPOSER. PUBLISHER will not be liable for any charges in connection with the preparation of the score and parts.
7. Performances which take place after the period listed in Paragraph 3 shall be subject to PUBLISHER's customary rental or royalty rates. ENSEMBLE shall always have the right to perform the WORK subject to making the payment specified in the preceding sentence.

(continued)

8. The parties acknowledge that said WORK will be subject to a performing rights license from [ASCAP, BMI or SESAC, as appropriate] or its affiliated performing rights societies.
9. The PUBLISHER will grant to ENSEMBLE the right to make the first recording of the WORK for a period of one (1) year following the date of the world premiere subject to the payment by ENSEMBLE to PUBLISHER its customary rental and mechanical rights fees.
10. The PUBLISHER will grant to ENSEMBLE the right, within one year following the date of the world premiere, to the first radio and television performances provided such radio or television broadcasts are of a live performance. Any recording made for the purpose of such broadcast transmission may not be used for any other purpose without the prior written consent of PUBLISHER and the acquisition of a mechanical license and/or synchronization license. In any event, ENSEMBLE shall provide to COMPOSER, for his use, a professional quality cassette recording of the premiere performance.
11. ENSEMBLE shall have the right to make the first announcement of this commission.
12. ENSEMBLE will provide COMPOSER with round trip air ticket to attend the rehearsals and premiere of said WORK and will provide COMPOSER with per diem to cover lodging and meal expenses.
13. It is agreed that if COMPOSER is unable to fulfill the terms of this agreement, ENSEMBLE will not be liable for any portion of the fee and COMPOSER's sole liability to ENSEMBLE shall be the refund upon demand of that portion of the fee thus far paid.
14. The manuscripts and all other materials of the commissioned WORK shall remain the property of the COMPOSER or PUBLISHER but COMPOSER will provide to ENSEMBLE one copy of the full score which shall be the exclusive property of ENSEMBLE.

AGREED:

President
Ensemble

Composer

Publisher