

## Composition Commission Agreement

Background: Kincaid Rabb ("the Composer") and \_\_\_\_\_ ("the Commissioner") agree to the following terms in contemplation of the composition of music ("Composed Work") and creation of text ("Narrated Text") by the Composer for the Commissioner, as well as the orchestration/arrangement of the Composed Work ("Orchestration"), the production of parts for the Composed Work ("Digital Production of Parts"), and the rights to perform and record the work by the Commissioner ("Exclusivity Period").

### **A.Purchase and Pricing:**

The Commissioner shall pay the Composer half of the commissioning fee (line VI) at the signing of this Agreement. The remainder of the Composer's fee is due upon delivery of the full score of the Composed Works. The Composer reserves the right to withhold parts for the Composed Work until the receipt of the second half of the Composer's fee, due at the delivery of the full score of the Composed Work. The Composer's fee is to be calculated as follows:

Number of minutes of music \_\_\_\_\_

Multiplied by \$750.00 USD

I. TOTAL for Composed Work: \_\_\_\_\_

If Narrated Text is included in the Composed Work to be written by the Composer, the Narrated Text fee is to be calculated as follows:

Number of minutes of music \_\_\_\_\_

Multiplied by \$375.00

II. TOTAL for Narrated Text: \_\_\_\_\_

If Narrated Text is included in the Composed Work, add the amount in line II to the total for Composed work:

III. SUBTOTAL for Composed Work including Narrated Text: \_\_\_\_\_

The Composer shall make honorary deductions ("Deductions") in the following amounts from the SUBTOTAL for Composed Work including Narrated Text (Line III), with a reserve flat fee of \$150/minute. Each Deduction includes Terms of Agreement, and if the Commissioner fails to meet the Terms of Agreement for any Deduction made by the Composer, the Commissioner shall be responsible for the complete Deduction amount, to be paid within six months of the expiration of the Exclusivity Period. A full listing of Deductions may be found in the Appendix attached to this Agreement.

- IV. DEDUCTIONS made by the Composer: \_\_\_\_\_
- V. TOTAL for Composed Work minus DEDUCTIONS: \_\_\_\_\_
- VI. TOTAL payment due upon signing of this Agreement (half of line V): \_\_\_\_\_
- VII. TOTAL payment due upon delivery of full score of the Composed Work (half of line V): \_\_\_\_\_

For large ensemble music comprising eight instruments or more, Orchestration fees shall be calculated as follows:

According to the table below, complete the column titled Number of Instrumental Parts. Multiply the numbers in each row by the amount in the column titled Orchestration Fee and list the sum in the column titled Sum, then add all rows in the column titled Sum.

Instrument Family	Orchestration Fee	Number of parts	Sum
Percussion	\$150.00		
Strings	\$120.00		
Piano	\$100.00		
Brass	\$75.00		
Harp	\$60.00		
Woodwinds	\$50.00		
Other			

Total of each row in the column titled Sum \_\_\_\_\_

Divided by total number of instrumental parts \_\_\_\_\_

Multiplied by number of minutes of music \_\_\_\_\_

- VIII. TOTAL for Orchestration of the Composed Work: \_\_\_\_\_

The Digital Production of Parts shall be calculated as follows:

Number of instrumental parts \_\_\_\_\_

Multiplied by number of movements \_\_\_\_\_

Multiplied by \$20.00 USD

IX. TOTAL for Digital Production of Parts: \_\_\_\_\_

X. TOTAL payment due upon delivery of Parts for the Composed Work, including the fees for Orchestration and Digital Production of Parts: \_\_\_\_\_

The Commissioner shall pay the Composer:

a) Half of the Composed Work fee at the signing of this Agreement (line VI).

b) The remaining half of the Composed Work fee upon delivery of the full score of the Composed Work (line VII).

c) Orchestration and Digital Production of Parts fees upon delivery of parts by the Composer (line X).

d) The above payments via \_\_\_\_\_ (Zelle, Venmo, or PayPal preferred).  
If paying the deposit by check, the Composer will not begin work on the project until the payment has cleared. If payment is returned for any reason, a \$40 USD fee will be applied to the total fee in line III.

### **B. Project Timeline:**

1. The Composer estimates that the Composed Work will be completed between \_\_\_\_\_ and \_\_\_\_\_ ("Deadline Window").

2. The Composer shall email the Commissioner every week starting in \_\_\_\_\_ regarding the progress of the Composed Work.

3. If the Composer needs more time to work on the Composed Work, the Composer and the Commissioner shall modify this Agreement for a modified deadline window. The Composer shall email the Commissioner at least two weeks before the later date in the Deadline Window above (B.1) if more time is needed to complete the Composed Work.

4. A contract addendum in regards to any revised Deadline Window shall be issued and countersigned within one week of the Composer making a modification request.

### **C. Performance of Commissioned Work**

1. The Commissioner shall be required to perform the Composed Work within \_\_\_\_\_ of the delivery of score and parts of the Composed Work.
2. The Commissioner and the Composer shall agree on a performance date and time for the commissioned work to be performed prior to the completion of the commissioned work.
3. The Commissioner reserves the right of performance and recording of the Composed Work without payment to the Composer, the right to create the first recording of the Composed Work, and the right to present the first radio, television, and internet media performances worldwide for an Exclusivity Period of \_\_\_\_\_ following the world premiere.
4. The Commissioner reserves the exclusive right to perform the Composed Work for an Exclusivity Period of \_\_\_\_\_ after the world premiere.
5. The Commissioner shall notify the Composer of the details of the world premiere at least two weeks before the world premiere occurs.
6. The Commissioner shall allow the Composer to record the world premiere performance for archival purposes.

### **D. Intellectual Property Rights:**

1. The Composer retains all copyright and other intellectual property rights to the music composed for the Composed Work, including the rights to:
  - a. Secure copyright registration;
  - b. Make copies;
  - c. Make and authorize the making of recordings;
  - d. Sell the printed music;
  - e. Make changes;
  - f. Create derivative musical works;
  - g. Mint Non-Fungible Tokens (NFTs);
  - h. License to others to print, publish, and sell the sheet music or recorded performances.

2. The Composer permits the Commissioner to copy and print the score and parts only as necessary for the performance(s) described in Section C. If the Commissioner wishes to distribute any part of this project for any other reason, the Commissioner must make arrangements in writing with the Composer before making any such distribution.
3. If the Commissioner records the performance of the commissioned work, the Composer may use the recording for marketing purposes on their website and social media pages only.
4. The Commissioner shall submit PDF documentation of each program for all performances of the Composed Work to the Composer within two weeks following each performance.
5. The Commissioner shall obtain written permission from the Composer before posting any recordings of the Composed Work on any free streaming site. Links to the Composer's website and streaming services are permitted.
6. If the Commissioner produces albums (CDs or digital albums) that include a recording of the composed work, the Commissioner must notify the Composer prior to distribution and pay the Composer mechanical licensing fees of \$0.10 per album copy created or per digital platform used on a quarterly basis. The Composer has rights of inspection of Commissioner's books.

#### **E. Miscellaneous:**

1. Choice of Forum: The Parties consent to the resolution by arbitration of all claims arising out of this Agreement. Any arbitration will be in accordance with the rules of the American Arbitration Association. The parties will choose an arbitrator. If the parties cannot decide on an arbitrator then they will each select an arbitrator and those two individuals will decide on the arbitrator.
2. Waiver of Jury Trial: The Parties understand that, by this Agreement, the Parties are each waiving their right to have a claim adjudicated by court or jury.
3. Choice of Law: This Agreement and the rights of the Parties will be governed by and interpreted in accordance with the laws of the state of California, as if performed wholly within the state and without giving effect to the principles of conflict of law.
4. Non-Waiver: If one of the Parties accepts a breach of a condition or a duty, that Party accepting such breach is not obligated to waive the right to treat that breach as a breach in the future.

5. Excused Performance: Neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including but not limited to acts of God, acts or omissions of any government or military authority, death or disability of either party, and bankruptcy or insolvency of either party. In the event this clause becomes effective, the party whose performance is not excused may either suspend this Agreement for up to 30 days or terminate this Agreement.

KINCAID RABB

COMMISSIONER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

## APPENDIX: DEDUCTIONS

The Composer shall deduct the following amounts from the SUBTOTAL for Composed Work including Narrated Text (Line III). Each Deduction includes Terms of Agreement. and if the Commissioner fails to meet the Terms of Agreement for any Deduction made by the Composer, the Commissioner shall be responsible for the complete Deduction amount to be paid within six months of the expiration of the Exclusivity Period.

Deduction	Terms of Agreement	Deduction Amount for Chamber Music (up to 7 players)	Deduction Amount for Large Ensemble Music (8 or more players)
PROFESSIONAL LIVE AUDIO RECORDING OF THE COMPOSED WORK	A professional quality live recording of the commissioned work by the commissioner or a designated ensemble of the commissioner's choice shall be made within a period of one year following the world premiere. The live recording shall be made available to the composer for noncommercial public use.	\$750.00	\$1500.00
PROFESSIONAL LIVE VIDEO RECORDING OF THE COMPOSED WORK	A professional quality live video recording of the commissioned work by the commissioner or a designated ensemble of the commissioner's choice shall be made within a period of one year following the world premiere. The live video recording shall be made available to the composer for noncommercial public use.	\$1500.00	\$3000.00
PROFESSIONAL STUDIO (AUDIO OR VIDEO) RECORDING OF THE COMPOSED WORK	A professional quality studio recording of the commissioned work by the commissioner or a designated ensemble of the commissioner's choice shall be made within a period of two years following the world premiere. The studio recording of the commissioned work shall be mixed, mastered, and be made commercially available by the commissioner within six months of its creation.	\$2250.00	\$4500.00

<b>REPEAT PERFORMANCES OF THE COMPOSED WORK</b>	<p>The commissioner or a designated ensemble of the commissioner's choice shall commit to a least _____ public performances during the Exclusivity Period, not including the world premiere. The commissioner shall provide PDF documentation of each performance within two weeks following each performance.</p>	<p>\$150.00/ performance</p>	<p>\$300.00/ performance</p>
<b>INTERNATIONAL PERFORMANCE OF THE COMPOSED WORK</b>	<p>The commissioner or a designated ensemble of the commissioner's choice shall commit to performing the work outside the United States of America at least once during the Exclusivity Period. The commissioner shall provide PDF documentation of the performance within two weeks following the performance.</p>	<p>\$375.00</p>	<p>\$750.00</p>
<b>RECRUITING PERFORMERS FOR THE COMPOSED WORK</b>	<p>The commissioner shall commit to recruiting additional performers or ensembles to perform the work after the conclusion of the Exclusivity Period. The commissioner shall provide PDF documentation of each additional performer's or ensemble's commitment to perform the work at least once within one year after the Exclusivity Period.</p>	<p>\$150.00/ ensemble</p>	<p>\$300.00/ ensemble</p>
<b>CONFERENCE PERFORMANCE OF THE COMPOSED WORK</b>	<p>The commissioner or a designated ensemble of the commissioner's choice shall commit to performing the work at an officially sanctioned conference or festival sponsored by a professional organization during the Exclusivity Period. The commissioner shall provide PDF documentation of the performance within two weeks following the performance.</p>	<p>\$1500.00</p>	<p>\$2250.00</p>