

Sarah Lucas-Page (Triggs)
Composer
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CONTRACT FOR COMMISSIONING A MUSICAL WORK

A **COMMISSIONING AGREEMENT** is made as of the ___ day of _____ 20__ between: Sarah Lucas-Page (Triggs) (hereinafter referred to as "COMPOSER") and _____ (hereinafter referred to as "COMMISSIONING PARTY")

The contract documents for this **COMMISSIONING AGREEMENT** shall consist of this contract and any riders or modifications. **Commissioning Party** commissions **Composer** and **Composer** agrees to write an original work for **Commissioning Party**, (titled) _____, of approximately _____ minutes duration, scored for instruments, _____.

CONTRACT AMENDMENTS

I. The Piece:

- The above piece shall be written at an advanced/intermediate/beginner technical level. Advanced levels can include different extended techniques including but not limited to; slap articulation, multi-phonics, and quarter tones.
- The Commissioning Party furnished the following which the Composer agrees to reflect in the above work; (any idea, theme, or statement that wants to be brought out in this piece).

II. Payment:

- The Commissioning Party agrees to pay the Composer the fee of _____. The fee is determined by instruments multiplied by minutes multiplied by (\$50 for 1 - 3 instruments, \$45 for 4 - 6 instruments, \$40 for 7 - 10 instruments, and \$30 for 11 instruments or more) base price. A 5% production fee will be added to the base price for the editing and production of the score and parts. The entire commission fee will be split into different payments.
- Maximum being four different payments, with the final payment being the date when the score and parts are due. Depending on the amount of payments (one to four), the payments will be evenly distributed. The first payment is non-refundable if this contract is terminated.
 - Payment date one:
 - Payment date two:
 - Payment date three:
 - Payment date four:
- Final payment will be made the same date the score and parts are due by the Composer.

III. Timeline:

- The Composer agrees to deliver the sheet music for above work to the Commissioning Party no later than _____, 2022. In the event of "Acts of God" or other unavoidable, extenuating circumstances, the Composer will negotiate any extension to this date with the Commissioning Party. If the piece due date is pushed back the last payment of the commission fee is pushed back with the piece. No

discount will be applied. The composer will send updates periodically throughout working on the project.

- The Composer shall deliver a computer-engraved full score and set of parts. Requests for edits can be made after the due date if needed. Paper copies of the score and parts can be requested but there will be an additional cost.

IV. Intellectual Property Rights:

- The Composer retains all copyright and other intellectual property rights to the music composed for the Composed Work, including the rights to:
 - Secure copyright registration
 - Make copies
 - Make and authorize the making of recordings
 - Sell the printed music
 - Make changes
 - Create derivative musical works
 - License to others to print, publish, and sell the sheet music or recorded performances.
- The Composer permits the Commissioner to copy the score and parts only as necessary for the performance(s). 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.
- 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.
- 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.
- 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.
- 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.

V. Miscellaneous:

- **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.
- **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.
- **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.
- **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.

- **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.

Sarah Lucas-Page (Triggs)

Signature: _____

Date: _____

Email: Lucaspagelusic@gmail.com

Commissioning Party

Printed Name: _____

Signature: _____

Date: _____

Email: _____