

TEMPLATE - YOUTH ORCHESTRA COMMISSIONING INITIATIVE

COMMISSION AGREEMENT made on this [DAY] day of [MONTH, [YEAR] by and between [COMPOSER NAME] (“Composer”) and [YOUTH ORCHESTRA NAME] (“Commissioner”).

1. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Composer is an Independent Contractor with respect to the Commissioner, and not an employee of Commissioner. Composer agrees to submit a completed W-9 form with this signed agreement.
2. **DESCRIPTION OF PROJECT.** The Commissioner desires to hire the Composer to write a new work for [INSTRUMENTATION] and to adhere and abide by the following mutually agreed commitments.
3. **PAYMENT.** Commissioner will pay Composer the sum of **\$1,000** (one thousand dollars) for said composition. 50% of this fee (\$500) will be due immediately upon the execution of this contract, with the remaining balance (\$500) due upon delivery of the score/parts. This deadline for delivery is agreed to as [DEADLINE]. Checks should be made payable to [PAYABLE NAME]. Payment in full upon signing of the contract is an option as well, if mutually agreeable.
4. **INSTRUMENTATION.** [INSTRUMENTATION]
5. **RIGHTS.** The composition, and all rights to publish said composition, will be owned by the Composer; however, the Commissioner is allowed to own one set of score/parts provided by the Composer (or assigned publisher, if applicable). The Commissioner shall not rent/sell/loan nor distribute the composition by any means, most especially for any personal or professional gain (except as outlined in Item #7). The Commissioner may choose to use the composition for performances in which they are involved in the future at no additional cost. All future performances shall correctly identify [COMPOSER NAME] as the composer, and all proper credits shall be continually maintained (radio, TV, internet, or any future broadcast of any kind).
6. **FUTURE SALES.** It is agreed that all future sales of said composition shall be handled by the Composer (or assigned publisher, if applicable).
7. **CONSORTIUM AGREEMENT.** As part of the Youth Orchestra Commissioning Initiative, this commission will also be subject to the following agreement:
 - a. Production of the performance materials, including a full score and parts in a usable electronic format.
 - b. The right of all organizations belonging to the consortium to rehearse and record the composition within one year of the date of the initial delivery to the Commissioner, who commits to rehearsing and recording the composition.
 - c. The right of all organizations belonging to the consortium to post the recordings in audio or video format(s) as they choose, as long as the recording is made within one year of the initial delivery to the commissioning organization.
 - d. Each organization belonging to the consortium, other than the Commissioner, shall pay a fee of \$20 to the Composer or applicable publisher to rehearse, perform, and record this commission within one year of the date of the initial delivery to the Commissioner.
 - e. The recordings may be kept online permanently.

- f. The Composer will submit a brief biography of no more than 250 words and one professional headshot (in digital photo format minimum 300 dpi) to the Commissioner for use in marketing materials and the Commissioning Initiative website.
8. **RECORDING.** Additionally, the Composer is not required to create, but may organize, a recording of the rehearsal or premiere performance of said work at their own expense. This recording, whether professionally produced, or personally attained, may be used for promotional purposes. The Composer will not sell such a recording under any circumstances, but would only use it for marketing the work for future sales/performances of said work. Regardless of the Composer's actions, if a recording is made of the premiere or subsequent performance(s), the recording will be made available to the Composer at no additional expense, as described above, in Item #7.
9. **INSCRIPTION.** The manuscript, and all published editions of the full score, shall include on the title page or first page of music an inscription designated by the Commissioner and agreeable to the Composer.
10. **COACHING SERVICES.** The Composer agrees to provide up to two (2) hours of coaching services via video conference to the Commissioner.
11. **SICKNESS & ACCIDENTS.** In the event that the composer becomes ill or otherwise temporarily incapacitated and therefore unable to fulfill the deadline of **[DEADLINE]**, the Commissioner and Composer may find a mutually agreeable alternative date for delivery of score and parts. If it is determined that the Composer will be physically unable to complete the project, then the Commissioner is entitled to a full refund of all related fees paid up to that date.
12. **TRAVEL & LODGING.** Should the Composer's presence be requested at the performance by the Commissioner, travel-related expenses shall be the responsibility of the Commissioner. This includes airfare and lodging for the day(s) that include travel, rehearsals and concerts, from wherever is necessary for the composer. The Commissioner will alert the Composer **no less than 15 days** prior to the travel date as to the housing/lodging status. Signing of this contract does not guarantee that the Composer will travel to the event. A per-day fee for the composer's visit, if applicable, shall be negotiated **outside of this contract**.
13. **ENTIRETY OF AGREEMENT.** This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto.
14. **GOVERNING, JURISDICTION, & MEDIATION.** This agreement shall be governed by the laws of the State of Oregon. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of Oregon.
15. **SEVERABILITY.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.
16. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative and/or agent of the Composer hereby represent that such person is duly authorized and that the Composer agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of

the Composer, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of the Composer, nor for any failure by the Composer to adequately perform or comply with any term or condition hereof.

The terms of this contract are binding, and are agreed to by inclusion of signatures below.

IT WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS COMMISSION AGREEMENT.

[COMPOSER NAME] (“Composer”)

Publisher (if applicable)

Date

[ORCHESTRA CONTACT NAME/TITLE]

[YOUTH ORCHESTRA] (“Commissioner”)

[DATE] _____

Date