

# CONTRACT FOR COMMISSION OF A MUSICAL WORK

## COMMISSIONING AGREEMENT

A COMMISSIONING AGREEMENT is made as of August 9, 2011 by and between: members of the Benjamin Taylor Commissioning Consortium (hereinafter referred to as "CONSORTIUM MEMBERS"), Benjamin Taylor Commissioning Consortium member and director Zach Herchen (hereinafter referred to as "CONSORTIUM DIRECTOR") and Benjamin Taylor (hereinafter referred to as "COMPOSER")

The contract documents for this COMMISSIONING AGREEMENT shall consist of this contract and any riders or modifications, as provided for in paragraph 15. This agreement is made in Indiana and shall be construed in concordance with the laws of the State of Indiana, County and City of Bloomington.

## STATEMENT of COMMISSION

1. CONSORTIUM MEMBERS commission COMPOSER and COMPOSER agrees to write an original work for CONSORTIUM MEMBERS, of approximately 7-9 minutes duration, scored for:  
alto saxophone, 2-channel Max/MSP Runtime
2. The COMPOSER warrants that to the best of his/her knowledge:
  - a) The WORK is an original composition and the COMPOSER is the owner thereof
  - b) The COMPOSER is authorized to enter into this Agreement
3. COMPOSER shall be listed as **Benjamin Taylor**. Appropriate copyright and performing rights license information shall also appear. The scores and other performance material delivered to CONSORTIUM MEMBERS, and on all published editions of the score shall include, the following inscription:  
Commissioned by Zach Herchen and consortium members: [alphabetical list of consortium members]
4. COMPOSER agrees to deliver the completed work to CONSORTIUM MEMBERS, as follows:
  - a) 1 complete score and any additional performance materials required shall be delivered by mail to CONSORTIUM MEMBERS no later than January 1, 2012. CONSORTIUM MEMBERS will retain ownership of all mailed copies.
  - b) COMPOSER agrees to periodically advise CONSORTIUM DIRECTOR as to progress made toward its completion.
5. The CONSORTIUM MEMBERS agree to give at least 1 performance of the commissioned work during the period of 12 months following delivery of the score to the CONSORTIUM MEMBERS.
6. COMPOSER agrees to furnish an image and biography in electronic form.

## PAYMENT

7. As consideration of this agreement, CONSORTIUM MEMBERS agree to pay COMPOSER:
  - a) \$50.00 per consortium member as a commission fee, payable as follows: \$50 through PayPal (via <http://www.benjamintaylormusic.com/sax-commission.html>) upon the start of each CONSORTIUM MEMBER. Cost of duplication of the score and the extraction and duplication of parts are included in the commission fee.
8. It is agreed that COMPOSER is acting as an independent contractor and is exempt from Social Security, State and Federal unemployment insurance and State and Federal withholding requirements. COMPOSER shall indemnify, save and hold harmless CONSORTIUM MEMBERS against any such claims and expenses that may arise from any unemployment issue, such as but not limited to tax withholding requirements relating to services rendered under this agreement.

## NON-FULFILLMENT of TERMS

9. This Agreement and the obligations of CONSORTIUM MEMBERS and/or COMPOSER are subject to conditions beyond the reasonable control such as illness, accidents, family tragedy, failure of instrument or equipment, fire, flood, riots, and/or unforeseen acts of nature. If COMPOSER or CONSORTIUM MEMBERS shall be forced to cancel the work as a result of any of the above events, CONSORTIUM MEMBERS shall be responsible only for any out-of-pocket expenses incurred by COMPOSER directly associated with this engagement. In the event a CONSORTIUM MEMBER elects to not fulfill this contract, that CONSORTIUM MEMBER forfeits any payments.

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## RIGHTS

10. CONSORTIUM DIRECTOR shall have the following rights with respect to the commissioned work:

a) The exclusive right to give the world premiere performance (first scheduled performance) of the work for a period of 6 months after delivery of the score and parts in accordance. In the event that the work is not premiered within 6 months of the scheduled first performance, the COMPOSER has the right to premiere the work elsewhere.

b) The right of first refusal with respect to the making of the first commercial recording of the work, on a record label acceptable to COMPOSER, for a period of 1 year following the world premiere performance of the work. After this period, the COMPOSER has the right to record the commissioned work elsewhere.

c) The right to record the work for non-commercial use, including online audio and video streaming, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.

d) The right to record the work for personal uses by CONSORTIUM MEMBERS, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.

11. CONSORTIUM MEMBERS shall have the following rights with respect to performance of the commissioned work:

a) The exclusive right to give regional premiere performances of the work for a period of 6 months after the first scheduled performance in accordance with paragraph 10 above. CONSORTIUM DIRECTOR will be responsible for informing CONSORTIUM MEMBERS of premieres that are scheduled and mediating any conflicts between members.

b) The exclusive right to performance of the work for a period of 1 year following delivery of the score. Coordination of performance dates is the sole responsibility of the CONSORTIUM MEMBERS.

c) The right to record the work for non-commercial use, including online audio and video streaming, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.

d) The right to record the work for personal uses by CONSORTIUM MEMBERS, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.

12. COMPOSER grants CONSORTIUM MEMBERS the right, to be exercised in sole discretion, to use and license others to use COMPOSER's name, likeness, and biographical material in connection with the work and its production and presentation.

13. All rights in the commissioned work not granted to CONSORTIUM MEMBERS are reserved to COMPOSER. CONSORTIUM MEMBERS acknowledge the COMPOSER retains ownership of the commissioned work. COMPOSER is not an employee of CONSORTIUM MEMBERS and CONSORTIUM MEMBERS agree that the resulting commission is not a "work for hire," as defined under current copyright law.

14. COMPOSER warrants that nothing contained herein contravenes any pre-existing agreement with publisher or any other party. COMPOSER agrees that any subsequent agreement with publisher shall be subject to the rights granted to CONSORTIUM MEMBERS hereunder.

## MODIFICATIONS OR AMENDMENTS


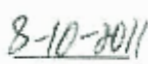

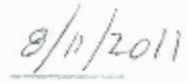
15. Modifications or amendments to this contract may be made. Any such modification must be in the form of a written rider to this contract, countersigned and dated by both COMPOSER and CONSORTIUM MEMBERS.

CONTRACT FOR COMMISSION OF A MUSICAL WORK

**AGREED TO AND ACCEPTED**

**By COMPOSER:**

**By CONSORTIUM DIRECTOR:**

			
Benjamin Taylor 4119 W Sierra Drive Bloomington, IN 47403	Date	Zachary Herchen 221 Montgomery Street, #1 Jersey City, NJ 07302	Date

**By CONSORTIUM MEMBER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Mailing Address Line 1

\_\_\_\_\_  
Mailing Address Line 2

\_\_\_\_\_  
Mailing Address Line 3

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

**To become a CONSORTIUM MEMBER please:**

- a) pay the \$50.00 fee at <http://www.benjamintaylormusic.com/sax-commission.html>
- b) sign and complete this contract
- c) mail this contract to:  
Zach Herchen  
221 Montgomery Street, #1  
Jersey City, NJ 07302