

## **SAMPLE LETTER OF AGREEMENT**

Opening paragraph: defines the parties to the agreement and the purpose of the project. End with: This agreement supersedes any previously dated agreement between these parties.

### **I. Parties**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, (year), between and among (name of first party)(Sponsor), and (name of second party) (Composer).

### **II. Project Administration**

A. During and at the completion of the Residency Period, Sponsor agrees to:

1. provide its professional services as administrator of the this program,
2. facilitate and coordinate the exchange of information among all participants in this program,
3. meet periodically in person and by telephone with Composer to plan, evaluate, and consider improvements to the program,
4. plan and carry out publicity for this program,
5. cultivate regular and consistent contact with local and regional constituencies,
6. maintain a documentary record (e.g., photos, recordings, videos, programs, posters, news releases) of the program,
7. oversee and carry out the premiere performance of the Composition.

B. During and at the completion of the Residency Period, Composer agrees to:

1. cooperate with Sponsor to actively promote and advertise this program,
2. as of the effective date of this agreement, grant to Sponsor the right to use Composer's name, likeness, audio and audiovisual appearances, and biography in connection with any promotion, advertising, and documentation related to this program, and in any audio or audiovisual program on Composer's Residency Period

- and/or this program, made by or under the authority of the Sponsor, in which the composer may appear,
3. furnish Sponsor with a photograph suitable for scanning, and a complete biography within 30 days of Composer's signing of this Agreement,
  4. provide Sponsor with timely reports (every two months? Quarterly?) on the status of the Composition and residency activities (see section V. below), beginning (date), and continuing for the duration of the Residency Period,
  5. submit a final written report and evaluation to Sponsor upon completion of the Residency Period.

### **III. Financial Obligations**

#### **A. Sponsor makes the following Grant to Composer:**

1. The sum total of (dollar amount), together with any travel reimbursement under III.A.3. below, represents the entire payment obligation of Sponsor for the commission and residency. Sponsor will pay Composer the total sum in installments of:
  - 1/3rd upon execution of this Agreement
  - 1/3rd upon delivery of the completed score of the Composition (per IV.B. below) to the Sponsor in a form satisfactory to Sponsor
  - 1/3rd after the premiere of the Composition and upon receipt of Composer's final report and evaluation, as set forth in II. B. 5. above.
2. Sponsor will reimburse Composer up to (dollar amount) for preparation of full score and parts.
3. Sponsor will reimburse Composer for travel to the host community, up to a total of (dollar amount) upon receipt of documented expenses.

#### **B. By signing this Agreement, Composer agrees:**

1. to be responsible for all taxes pertaining to these payments,
2. that s/he is receiving benefits from Sponsor by this Grant, that s/he is bound by the terms of this Agreement, and that all rights under Section II.B.2. above are hereby granted.

#### **C. If for any reason the Composer does not fulfill all the terms of this Agreement (see VIII. E and F. below), the Composer's sole liability to Sponsor shall be the refund of the fees**

paid, and upon such refund, neither party shall be under any further obligation to the other party.

#### **IV. Composition**

- A. In cooperation with the musical/artistic director of Sponsor, Composer agrees to compose a musical work (Composition) as specified in Attachment A. Composition shall be approximately \_\_\_ to \_\_\_ minutes in duration. Composer agrees that the Composition will be written for the instrumentation/scoring as set forth in Attachment A.
- B. Composer will deliver one clearly legible, performance-ready copy of the completed score of the Composition, and one clearly legible, performance-ready copy of each instrumental part, if applicable, extracted from this score to Sponsor on or before (date--at least 90 days prior to premiere). (See Attachment A for specifications regarding score and parts.) The preceding copy of the score and parts of the Composition shall remain the possession of the Sponsor for its sole and exclusive use, and shall not be given, loaned, sold, or rented to any other party without the express written consent of the Composer. Composer shall keep and retain ownership of the original manuscript copy of the score.
- C. At its own expense, Sponsor will make photocopies or other reproductions of score and parts as reasonably needed for performance use. Composer hereby grants permission for such photocopying or other reproductions via Attachment B, which shall be signed by Composer upon execution of this Agreement.
- D. Sponsor and Composer agree that the credit on the title page of all published and unpublished versions of the full score, in all publicity materials and programs, liner notes to recordings, radio, television and Internet broadcasts, presentations of the Composition in premiere performance and all subsequent performances, shall indicate that said Composition has been commissioned by Sponsor.

This credit shall read:

"Commissioned by (sponsor) and premiered by (information about premiere: performers, conductors, location, occasion) with support from (funders and other supporters of program)."

- E. Composer agrees to assist in preparing the above described Composition for performance, to be on hand for consultation during rehearsals, and to give presentations about the Composition as part of the residency (see V. A. below).
- F. Composer represents and warrants that, except for any text owned by third parties and used by Composer after obtaining permission from such owner, the Composition is Composer's original work which does not infringe upon any existing copyright or any rights of any third party, and that Composer's execution of this Agreement and the rights conveyed herein shall not interfere with, contradict, or contravene any agreement that Composer has entered into with any third party.
- G. Should the completed Composition include text, the text is to be mutually agreed upon by the Composer and Sponsor. If the text is under copyright by any third party, it is the responsibility of the Composer to secure any permissions necessary for its use, and to pay for the cost of obtaining such permission. Such permissions shall be of sufficient scope to cover all grants of rights in the Composition made by Composer in this Agreement.
- H. With the exception of the specific provisions set forth in this Agreement, all parties agree that the copyright of the Composition together with all rights not specifically granted to the Sponsor herein are and remain the property of the Composer, and further that the Composition is subject to a performing rights license with American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or other performing rights organization. All parties pledge to take appropriate steps to protect of the Composer's copyright in connection with their uses of the Composition.

## **V. Residency**

- A. Composer and Sponsor agree to carry out a residency plan in the host community of up to (duration in weeks, months), not necessarily continuous. The residency will be designed in such a way as to ensure that the Composer will become a recognizable member of the host community. The Residency Period begins upon the signing of this Agreement and concludes upon the premiere of the Composition. A copy of the residency plan is Attachment C.

- B. All costs for the residency, including meals, accommodations, and local transportation, shall be borne by the Sponsor. Composer travel to and from the host community will be subsidized by Sponsor, pursuant to III. A. 3. above.

## **VI. Performances**

- A. The premiere of the Composition will take place on (date), at (location). Composer agrees to be in attendance. Additional performance dates of the Composition as part of this program are as follows:
- B. Sponsor agrees to make an audio and/or video recording of the Composition, and to provide Composer a copy of and right to use said recording. Said recording shall be made with the highest quality technical means locally available to the Sponsor. Sponsor shall make reasonable efforts to obtain all necessary rights and permissions from contributors to such recordings to permit all uses agreed to by Sponsor and Composer. Sponsor shall inform Composer of any permissions it does not obtain.
- C. All costs associated with these performances shall be borne by Sponsor. Such costs may include but are not limited to: copying scores and parts, local publicity, venue rental, performers' fees, programs, performance license fees, administrative overhead, and recording. Sponsor may recover these costs through revenues that include but are not limited to: ticket sales, advertising, sale of goods and services, and contributions.

## **VII. Performance, Recording, and Broadcast Rights**

- A. Composer grants to Sponsor the exclusive right to perform the Composition publicly without limitation or liability for additional payments of any kind for a period ending (duration) from the date of the premiere performance. Composer further grants to Sponsor a continuing, non-exclusive right to perform the Composition publicly without limitation or liability for additional payments of any kind for an additional (duration) after the first anniversary of the premiere. This paragraph does not confer any performance, broadcast, publishing, recording, or other rights in the Composition not specifically

named, nor shall it be construed in contradiction with any previous agreements Composer may hold with a performing rights society or publisher. Composer's performing rights society retains the right to license performances, as applicable. Composer and/or publisher retain rights to licensing income derived from performing rights societies and to rental fees for use of performance materials.

- B. Sponsor will make requisite payments to Composer's performing rights society (ASCAP or BMI or other) to license its performances of the Composition, including the premiere.
- C. In the event Sponsor elects to record the Composition for release on a commercial recording, a separate agreement between Sponsor and Composer is required. For such a recording, mechanical rights will be payable to the Composer at the standard compulsory license rate in effect at the time the recording is issued.
- D. Provided that the Composer's right to receive the appropriate broadcast royalties as set forth by ASCAP/BMI/other is protected, Sponsor shall have the right to permit radio, television, and Internet broadcasts of performances, as specified in VI.A. above, of the Composition.

### **VIII. Limitations, Enforcement, and Jurisdiction**

- A. This Agreement, including all attachments, constitutes the entire agreement among the above named parties. No waiver, change, or modification in this Agreement is valid or binding unless agreed to in writing and signed by all parties.
- B. Each party warrants that it has the right to enter into this Agreement and to grant all the rights it has granted through it.
- C. The Composer is not an employee of Sponsor and the Composition is not a "work for hire."
- D. Each party agrees to indemnify and hold harmless the other party from all claims, damages, costs, liabilities, losses and expenses, including counsel fees, that it may suffer as a result of such party's breach of warranty.
- E. No party will be liable for failure to perform as required by this Agreement in the event that such failure is caused by or

due to illness or physical disability, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, or any other cause beyond the party's control.

F. If either Composer or Sponsor is unable to fulfill the terms of this Agreement, and if, after reasonable effort, a resolution between the parties can not be reached, then either party shall have the right to terminate this Agreement. In such a case, each party will hold the other harmless for the termination of the Agreement, and neither party will be liable to the other for any unfulfilled obligations as described herein.

G. If this Agreement is terminated, Sponsor will reimburse Composer for travel expenses incurred prior to the termination, as per III. A. 3. above and Composer will refund fees paid, as per III. C. above.

H. This Agreement is governed by and shall be construed under the laws of the State of (your state). Any disputes relative to this Agreement shall be settled according to the laws of the State of (your state).

**IX. Signatures:**

(Sponsoring Organization) by Federal Tax ID #:

\_\_\_\_\_ Date: \_\_\_\_\_  
(name), (title)

\_\_\_\_\_ Date: \_\_\_\_\_  
(name), Composer

Composer's Social Security Number:

\_\_\_\_\_

Composer's mailing address:

\_\_\_\_\_

\_\_\_\_\_

Composer's telephone number:

\_\_\_\_\_

Composer's e-mail address: \_\_\_\_\_

# ATTACHMENT A

## SCORE/PARTS SPECIFICATIONS

- A. The Composition will be written for the following instrumentation/scoring:
  
- B. All scores and parts must be clearly legible. Computer-printed scores are preferred.
  
- C. Submitted full scores and instrumental parts must be provided "camera ready:" suitable for reproduction in portrait format, 3/4" margin on all sides. *To assure the receipt of useable performance materials, a sample of the score and parts must be reviewed and approved by the Site's musical/artistic director(s) prior to final submission of the Composition.*
  
- D. All scores and parts must be performance ready, and must include tempo markings and dynamic markings.
  
- E. Vocal music scores must have text that is correctly aligned with associated pitches. If the composition is for a *cappella* choir, a piano reduction of the vocal parts must be included in the full score. A separate text page, with translation if applicable, must be included.
  
- F. The credit as listed in Section IV. D. above must appear on the title page.
  
- G. Copyright notification must appear on the bottom of the first page of the score.

Composer's initials \_\_\_\_\_

Sponsor, by \_\_\_\_\_

# ATTACHMENT B

## PERMISSION TO DUPLICATE

I hereby grant permission to (Sponsor) to make photocopies or other reproductions of the score of my original musical work.

(Sponsor) is permitted to make as many said copies as are deemed necessary for its use in rehearsal and performance, but not for sale or publication. This permission is granted by me as sole owner of the copyright of this musical work.

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(name) (Composer)

(Date)

# ATTACHMENT C

## RESIDENCY PLAN

Composer and Sponsor agree on the following plan for residency activities, to be held at dates, times, and locations to be mutually agreed upon by Composer and Sponsor.

Composer will participate in (number) periods of residency in and near the Sponsor's community. These events will commence on or after (date), and will conclude with the premiere of the Composition, (date).

Residency events may include but are not limited to the following: workshops, lectures, presentations, question and answer sessions, seminars, and rehearsals.

Composer will be present for at least (number) but not more than (number) rehearsals preceding the premiere performance of the Composition, including the dress rehearsal. Composer will be available as needed to consult with the artistic director, either in person or via telephone.

Composer's initials \_\_\_\_\_

Sponsor, by \_\_\_\_\_