

classical — like you've *never* heard before®

Anthony Glise — composition commission schedule

- 1) The fee is generally based on \$350.00 per minute of music, payable in U.S. currency or at an exchange rate agreed upon between the composer and commissioning party at the time of contract execution. 20% of the fee is due upon contracting and the remainder (80%) is due within 30 days upon receipt of the finished score.
- 2) The composer retains all rights, including copyright. These rights will, in turn, be assigned to the composer's publisher with no financial rights whatsoever granted to the commissioning party.
- 3) The composer agrees to deliver the score within six months (or at a specified time) of the execution of the contract. This shall consist of two autograph photocopies. Additional copies will be available at cost determined by the composer.
- 4) The commissioning party agrees that the composition will not be altered in any way without written permission from the composer and any such alteration will constitute breach of contract and subject to US and international copyright intellectual property rights infringement.
- 5) The cost of extraction of parts will be assumed by the composer and if appropriate, said parts will be made available to the commissioning party for the premiere. Following the premiere, the parts will be returned to the composer or publisher, but will be available to the original commissioning party without charge for future performances for five (5) years. This right of access to scores and parts is *not* applicable or binding to heirs of the commissioning party. Beyond the initial 5 years from the premiere, a rental fee will apply to the commissioning party.
- 6) The commissioning party will have the exclusive right of first performance for six months beyond delivery of the composition. Beyond that date, the composer and/or publisher shall have the right to sub contract performances of the commissioned composition.
- 7) All compositions will include a copyrighted, computer-generated tape recording of the composition for rehearsal purposes. This recording may not be copied in any form and remains the property of the composer.
- 8) In the case of a text not in public domain, a separate literary contract may be required. The commissioning party is responsible for securing this contract.
- 9) The compositions will be registered with the appropriate performance rights organization (BMI, ASCAP, GEMA, SACEM, *etc.*), but the composer will waive the performance rights fee for the premiere. Thereafter, any and all performances will be filed with the performance rights organization. In the event of "Grand Performance" (ballet, theatre pieces, *etc.*) either:
 - a) the commissioning party may be responsible for any performance rights fees, *or*,
 - b) this royalty fee may be waived and a percentage of the gross receipts of each performance may be payable to the composer.
- 10) The right to record, broadcast or reproduce the composition in any form is not included in this agreement. If the commissioning party wishes to engage in any of these activities, an additional contract will be required.
- 11) In the event of breach of contract or non-payment by the commissioning party, full ownership of the composition will revert to the composer and the commissioning party waives all rights and claims to use of the composition in any form.

**This overview of commissioning proposals is negotiable
dependant upon the needs of the commissioning party and is a non-binding
description of services offered on an independent basis from the composer.**

Ævia Productions, Ltd.
P.O. Box 7242
St. Joseph, MO 64507 — USA

email: aeviagroup@aol.com