**AGO [YEAR] New Music Contract**

LETTER OF AGREEMENT

Between the following parties:

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| Composer Name  Composer Address  City, State Zip | American Guild of Organists  475 Riverside Drive, Suite 1260  New York, NY 10115 |

CONTRACT DOCUMENTS

This Letter constitutes a commissioning agreement between the AMERICAN GUILD OF ORGANISTS, a corporation, with offices at 475 Riverside Drive, Suite 1260, New York, New York 10115 (hereinafter referred to as “Commissioner”) and **COMPOSER NAME** (hereinafter referred to as “Composer”). The Commissioner and the Composer agree in the following:

STATEMENT OF COMMISSION

1. The Commissioner commissions and the Composer agrees to compose a work for (**FILL IN INSTRUMENT(S**)), lasting **FILL IN NUMBER** minutes and of a (level of difficulty) to be performed at the [YEAR] AGO National Convention in [CITY, STATE], on [MONTH, DATES], [YEAR].

COMMISSION PAYMENT

2. The Commissioner and Composer agree to the following financial terms:

1. Commissioner will pay the Composer a total commission fee of (**written out amount**) United States dollars (**US numeric $AMOUNT**) for the work.
2. This fee includes all copying costs related to the successful execution of the project.
3. One-half of the commission fee above **($ amount**) will be paid upon receipt of the signed contract and will be remitted with a fully executed copy of the contract.
4. The remaining balance and any copying costs will be paid upon receipt and acceptance of two complete, bound, camera-ready, computer-set copies of the full score and any individual instrumental parts by the [YEAR] ??? New Music Committee as described herein.
5. All materials as described in paragraph 2d above are to be delivered no later than June 1, [YEAR].

DELIVERY OF SCORES

3. Composer agrees that he/she will provide timely updates on the progress of the commissioned work to the Commissioner upon request. Composer also agrees to provide timely responses upon requests for information from the Commissioner and/or Commissioner’s agent.

DELIVERY OF SCORES (cont’d)

4. The Composer will deliver **two complete, bound, camera-ready, computer-typeset copies** of the full score and **two complete computer-typeset copies** of any individual instrumental parts (as appropriate) on or before June 1, [YEAR].

5. The Composer will also create a MIDI realization of the piece and deliver by June 1, [YEAR] either a CD recording or a MIDI file of the completed work to the Commissioner’s nominee (below) so that it may be used for rehearsal purposes.

6. Scores, parts and computer realizations should be delivered to:

[NAME], New Music Chair

[ADDRESS]

[EMAIL]

[PHONE]

(The above materials may be sent via email.)

7. Should the Composer choose to mail the final work by the deadline, s/he will assume the cost of 1st class postage for the delivery of these materials. The Commissioner will reproduce at its own expense sufficient quantities of the parts for performance. Computer realizations may be sent electronically. For questions about electronic delivery of the score and parts, please contact [CHAIR NAME] in advance of sending any materials.

8. The Composer will retain, as personal property, any original manuscript(s) of the score. The copies delivered to the Commissioner will become the property of the Commissioner. Following the performance, the Commissioner will retain a single copy of each part for archival purposes only; all other copies will be either returned to the Composer or destroyed.

PERFORMANCE AND PUBLICITY

9. Implied in this agreement is Commissioner’s full intent that the commissioned work be performed as part of the [YEAR] National Convention of the American Guild of Organists in [CITY, STATE], on [MONTH, DATES], [YEAR].

10. It is understood, however, that should certain situations arise that prevent said performance, Composer agrees to hold Commissioner and the American Guild of Organists harmless. Situations that might result in loss of performance include, but are not limited to:

1. Completed works that are too difficult or otherwise unacceptable in the opinion of the Commissioner;
2. Completed works that are not idiomatic to the instrument and, in the opinion of the Commissioner and/or the performer, are “unplayable”;
3. Works that, in the opinion of the Commissioner and/or the performer, do not satisfy the guidelines for the commissioned work as described in this document or in any subsequent addendum or communications concerning the piece.

**PERFORMANCE AND PUBLICITY (cont’d)**

11. The Commissioner will publicize the commissioned work and the involvement of the Composer as part of its promotion of the [YEAR] National Convention of the American Guild of Organists in [CITY, STATE].

12. On or before June 1, [YEAR], the Composer will furnish to the Commissioner a biographical sketch of up to **350** words and a digital color photograph of the Composer, suitable for publication in print and online with their completed scores. In addition, Composer may supply program notes not to exceed ??? words. Digital photographs must be a minimum of at least 300dpi resolution and in either JPEG or TIFF format.

OTHER FINANCIAL TERMS

13. So that the Composer may attend the premiere, the Commissioner will provide the following:

1. A maximum of seven hundred fifty US dollars (US$750) toward the purchase of round-trip transportation from the Composer’s home city to [CITY, STATE]; (**increase to $1500 for international travel (but not for persons from Canada or Mexico) as appropriate**).

If the composer wishes to drive to [CITY] for the premiere, upon submission of proof of mileage driven, s/he will be reimbursed, at $.?? per mile, up to $500.

1. Two (2) nights of complimentary lodging at a hotel either at or near the Convention at the discretion of the Convention;
2. One day of complimentary convention registration;
3. Local ground transportation will be furnished to ensure Composer’s attendance at the premiere of the commissioned work;
4. Forty US dollars (US$40) per diem, to a maximum of two days, will be provided for incidental expenses while in [CITY].

14. The Composer shall advise the chair of the [YEAR] AGO New Music Committee, [NAME], no later than June 1, [YEAR], (or earlier upon request) of his/her intention to attend the convention and of any special hotel accommodation needs. This may also be included with the materials due for delivery as described in #4.

15. Composer and Commissioner do not intend for this agreement to create any employment relationship and both parties agree that Composer will be treated for all purposes as an independent contractor and/or independent agent.

16. Composer will be responsible for all taxes to which Composer might be liable as a result of this agreement, and Composer will indemnify and hold harmless Commissioner for any and all taxes Commissioner might pay or might be required to pay on Composer’s behalf.

1. If Composer is taxed as a United States citizen or taxed as a resident of the United States pursuant to Section 7701(b) of the Internal Revenue Code of 1986, as amended, Composer agrees to provide Commissioner with a properly executed Internal Revenue Service Form W-9 upon execution of this agreement.
2. If Composer is not taxed as a citizen or resident of the United States, Composer agrees to perform all services required pursuant to the agreement outside of the United States. The term “United States” includes the fifty states and the District of Columbia. If Composer is a resident of a country with which the United States has entered into a Convention for the Avoidance of Double Taxation and Composer wishes to rely on that Convention in order to reduce Composer’s United States income tax liability, Composer will provide Commissioner with a properly executed Internal Revenue Service Form W-8, or its equivalent, upon execution of this agreement.

RIGHTS

17. Composer guarantees that the commissioned work will be wholly created and composed by the Composer and that it does not infringe upon any copyright of another.

1. If a text is used, the text must be approved by the [YEAR] [CITY] AGO New Music committee.
2. If a text is not in public domain, it is the responsibility of the Composer to secure and pay for the rights to use the text from his/her commission fees. Additional funds for rights to the text are not available.
3. Permissions shall be of sufficient scope to cover all rights for the composition as created by the Composer and performed under the terms of this contract.

18. Composer grants to the Commissioner the exclusive right to present the world premiere performance(s) of the work as described above, provided that this performance is presented during the [YEAR] National Convention of the American Guild of Organists, between [MONTH, DATES], [YEAR], in or near [CITY, STATE].

19. The Composer grants the Commissioner the right to make an archival audio and/or video recording of the world-premiere performance for review purposes only. The Composer also grants the Commissioner the right to make a recording of the convention performance for possible radio or internet broadcast of the work in relation to the Convention, and to allow the premiere performance to be broadcast via livestream.

20. It is understood that all rights to the commissioned work not otherwise granted to the Commissioner in this agreement are reserved to the Composer. After the premiere, the Commissioner agrees not to lend, sell, rent, or in any other way make the commissioned work available to any other musical group without prior written permission of the Composer.

PUBLICATION

21. Composer agrees that the original manuscript and any published editions of the work shall bear, on the title page or at the head of the first page of music, the following acknowledgment as specifically requested by the convention’s New Music Committee and the American Guild of Organists National office:

“Commissioned by the American Guild of Organists

for the Biennial National Convention in

[CITY, STATE], [YEAR]”

PUBLICATION (cont’d)

22. The Composer agrees that any subsequent agreement with a publisher shall be subject to the rights granted to the Commissioner in this agreement.

NON-FULFILLMENT OF TERMS

23. If the Composer fails to fulfill the terms of this commission for any cause including, but not limited to, illness or accident, family tragedy, and/or unforeseen acts of nature, Composer’s liability shall be to refund to the Commissioner, upon demand, any sums previously paid to Composer in accordance with this agreement. In the event the Commissioner elects not to fulfill this contract, the Commissioner forfeits any payments already made as specified in this agreement.

LIMITATIONS, ENFORCEMENT, AND JURISDICTION

24. Composer warrants that all materials submitted to Commissioner are the original creation of the Composer and that the materials do not infringe on the copyright or other rights of any other person.

25. Composer agrees that should he/she use or incorporate the commissioned work or any portion of the commissioned work into any future work, that he/she will give full credit for the original commission to the Commissioner in all subsequent publications, scores and/or marketing. Should the music be used in any way, Composer warrants that the Commissioner’s role in the initial creation of the music will be acknowledged.

26. Composer warrants that nothing contained herein contravenes any pre-existing agreement with any commissioning source, performing group, publisher and/or other party.

27. Each party agrees to indemnify and hold harmless the other party from all claims, damages, costs, liabilities, losses and expenses, including legal counsel fees, it may suffer as a result of either party’s breach of this agreement.

28. This agreement is made solely between the parties named at the outset of this document and nothing in this agreement shall be interpreted to imply any rights or obligation on the part of the [CITY] chapter of the American Guild of Organists, a duly authorized subordinate unit of the Commissioner.

29. This agreement will be in effect upon the signature of all persons named below, and will be interpreted and governed by the laws of the State of New York. Any disputes arising from the completion of this contract shall be resolved in a court in the State of New York and shall follow applicable New York laws.

30. This agreement constitutes the entire agreement between the Composer and the Commissioner. No waiver, change or amendment to this agreement is valid or binding unless agreed to in writing and signed by all parties.

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| For the American Guild of Organists  [YEAR] National Convention New Music Committee | Composer |
| James E. Thomashower  Executive Director, AGO | (Composer’s Name) |
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|  | *City, State, Zip* |
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