

To: All 2017 Producers and Directors  
From: Conejo Players Executive Board

## ADDENDUM: COMPOSER'S AGREEMENT

*The information in this ADDENDUM is now a part of the Production Manual and replaces any other references to this subject matter.*

### CONEJO PLAYERS, INC. ARTISTIC SERVICES AGREEMENT

This Agreement is made on this date between:

CONEJO PLAYERS, INC (hereinafter referred to as COMMISSIONER)

And \_\_\_\_\_ (an Independent Contractor, hereinafter referred to as COMPOSER).

Contact Info:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

Show Title: \_\_\_\_\_

Opening Date: \_\_\_\_\_

Closing Date: \_\_\_\_\_

1. Commission :

- a. COMMISSIONER hereby commissions COMPOSER to prepare and deliver musical rehearsal and performance tracks, hereafter referred to as the WORK, sufficient in length to constitute a full evening's musical performance: from a published musical SCORE provided by the COMMISSIONER.
- b. Because COMPOSER is responsible only for completion of this project, and not under direct supervision of COMMISSIONER, COMPOSER's services are provided hereunder as an independent contractor and shall be provided with a 1099 for said services.
- c. Delivery of the WORK shall consist of rehearsal/performance/accompaniment digital files, separated by tracks, featuring synchronized instrument orchestration for the entirety of the WORK.
- d. COMMISSIONER shall have sole and exclusive artistic control of WORK produced under this Agreement.

2. Fees

- a. COMPOSER shall be compensated in the amount of \$ \_\_\_\_\_ for full delivery of the WORK.
- b. Prior to being paid any fees, COMPOSER shall cause to be on file with COMMISSIONER, on his own behalf, a current valid **Federal W9**.

3. Approvals

- a. All component parts and elements of the WORK shall require the approval of the COMMISSIONER including, but not limited to, instrumentation, style, and construction of the WORK including number of movements, voicings and ranges. COMPOSER shall submit elements of the WORK, prior to their being incorporated into the final version of the WORK, to the COMMISSIONER for consideration and all final decisions shall be the sole responsibility of the COMMISSIONER. COMMISSIONER and COMPOSER shall have mutual input as to the constituent elements of the WORK, including, but not limited to cues, instrumentation, style, and construction of the WORK including number of movements, voicings and ranges, prior to final delivery date.

4. Schedule of Payment

- a. COMPOSER shall receive a first payment of \$\_\_\_\_\_. US upon return and subsequent execution of this Agreement.
- b. COMPOSER shall receive a second payment of \$\_\_\_\_\_. US upon delivery of the initial WORK and subsequent approval of same by COMMISSIONER as delineated in Section 5 of this Agreement.
- c. COMPOSER shall receive a third, final payment of \$\_\_\_\_\_. US upon making all reasonable revisions required by COMMISSIONER that become necessary during rehearsals and within ten (10) days upon completion of the first public performance of the WORK.
- d. Total of all payments shall not exceed \$\_\_\_\_\_ and all shall be made payable to COMPOSER.

5. Schedule of Delivery.

- a. The proposed final WORK shall be delivered to COMMISSIONER on or before \_\_\_\_\_. Should any portion of the WORK be unacceptable in the sole opinion of COMMISSIONER, COMPOSER will meet with COMMISSIONER and come to a mutual Agreement regarding any revision of any applicable deadline.
- b. The rehearsal/performance CDs will be delivered to the COMMISSIONER on or before \_\_\_\_\_. Should any portion of the WORK be unacceptable in the sole opinion of COMMISSIONER, COMPOSER will meet with COMMISSIONER and come to a mutual Agreement regarding any revision of any applicable deadline.

6. Fee Reduction for Delayed Delivery

- a. Time is of the essence with regard to performance by COMPOSER with reference to his obligations and compliance with deadlines set forth in Section 5 of this Agreement. COMPOSER further understands and agrees that the timely performance of his obligations under this Agreement is an express condition bargained for in this contract. Having agreed upon the deadlines contained in Sections 4 and 5 of this Agreement, and because the damages resulting from the failure to timely meet these deadlines for any reason or no reason is difficult to calculate, COMPOSER agrees that COMMISSIONER will deduct, from the final payment to COMPOSER, the amount of \$\_\_\_\_\_ per day after \_\_\_\_\_, not to exceed the amount of fees already paid.

7. Ownership

- a. COMPOSER will retain ownership of the WORK, but not of the original SCORE, which is copyrighted elsewhere. COMPOSER grants COMMISSIONER unlimited performance rights of the WORK within the time period from the time the proposed WORK is first accepted, throughout show rehearsals through show closing as indicated in this Agreement. The COMMISSIONER retains the right to add performances and or extend the run of the show without further compensation to COMPOSER.

8. Rights and Terms

- a. The forgoing rights are limited to the right to produce the WORK on stage. However, the COMMISSIONER will have the exclusive right to freely record, at its own expense, one (1) archival copy of a live performance of the stage production, inclusive of the WORK.
- b. The use of rights of ownership shall not preclude COMPOSER from granting use of the principal WORK to another entity provided that one year has elapsed from the time this Agreement was in effect
- c. This Agreement grants COMMISSIONER full and exclusive use of the WORK within the dates indicated in this Agreement.

9. Commercial Recording

- a. No allowance is made for commercial recording of the production as pertains to the WORK and is outside the scope of this Agreement.

10. Public Relations

- a. COMMISSIONER shall have the right to use COMPOSER's name, likeness, and/or biographies in connection with the WORK. COMPOSER shall supply same to COMMISSIONER.
- a. In printed programs and related materials, where appropriate, and at COMMISSIONER's discretion, the text "Arranged by COMPOSER" or "Musical Direction by COMPOSER" or words to those effects, may be displayed.

11. Representations and Warranties

- a. No representations or warranties outside of the specific terms of this Agreement are expressly made or implied.

12. Cancellation

- a. Neither COMMISSIONER nor COMPOSER shall be held in default if performance of their obligations by this Agreement becomes impossible due to any act of God, war, earthquake, fire, strike, civil commotion, act of Government, its agencies or officers, or any other cause beyond the control of the parties. In such case, all parties by mutual written consent, may amend or cancel any portion of this Agreement in order to fulfill their obligations in good faith.

13. Permission to Arrange

- a. COMMISSIONER shall obtain permission to Arrange considerations with any and all publishers or owners of any and all non-original components of the WORK, including royalties.

14. Signatures

- a. Signatures to this Agreement together shall constitute the entire signed Agreement. Signatories expressly warrant and represent that they have full, legal authority to represent and bind the organization or person(s) they represent.

FOR THE COMMISSIONER:

COMPOSER:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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