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### Commissioning Agreement

This document constitutes the agreement between the \_\_\_\_\_ (hereafter referred to as "Ensemble") and Connor J Koppin (hereafter referred to as "Composer") for the preparation by the Composer of an original "Work."

1. Composer agrees to one Work of approximately 5 minutes duration for the Ensemble. The work will be composed for accompanied vocal ensemble with cello and viola.
2. The Ensemble has exclusive rights to the world premiere scheduled for April of 2016.
3. The Ensemble's payment hereunder is \$\_\_\_\_ dollars payable by check as follows:
  - a) \$\_\_\_\_ dollars to Composer upon delivery of the completed score, such copy to be clean and ready for performance, and to be delivered to the Ensemble no later than \_\_\_\_\_.

The fee described above shall include the commission fee to Composer and the score engraving/printing costs.

4. The Composer agrees that the Work, if approved by both Composer and Ensemble, may be broadcast, provided that the Ensemble assumes the cost involved in said broadcast. The Composer retains the right to withhold the right of broadcast of any recording of the Work. Permission for broadcast must be obtained in writing from the Composer.
5. The copyright of the Work shall remain the property of the Composer. The Ensemble shall have no responsibility or duty in respect of obtaining or maintaining a copyright or other indicia of ownership in respect of the Work.

6. All printed choral scores may be retained by the Ensemble for its exclusive use and shall not be given, loaned, sold, or rented to any other party without the expressed written consent of the copyright owner.

7. If for any cause beyond the control of the Composer such as, but not limited to, illness or accident, the Composer is unable to fulfill the terms of this commission, Composer's sole liability to Ensemble shall be the refund of the commission fees paid. If, for any reason, the terms of this commission are not fulfilled by Composer according to the schedule in Paragraph 3, all monies paid by the Ensemble to Composer shall be returned to Ensemble in which event neither party hereto shall be under any further obligation to the other party, unless a revised version of score delivery and/or fee payment, mutually acceptable to Composer and Ensemble, can be agreed to on or before the date scheduled in Paragraph

8. The Composer will be furnished with one audio CD/MP3 archival recording of each performance. This recording may be posted in non-downloadable form on the website of the composer and used for publicity purposes in hopes of furthering the reach of the work.

9. Composer warrants that he has the authority to enter into this agreement.

10. Composer may, from time to time, report to the Ensemble on the status of the composition of the Work. Composer shall reply to reasonable requests from the Ensemble on the status of the Work.

11. This agreement constitutes the entire agreement among the parties hereto. Any amendments to this agreement must be in writing, and must carry the written consent of both parties hereto.

12. This agreement will be governed by and construed under the laws of the State of Iowa.

Agreed and Accepted by:

Director Name

\_\_\_\_\_  
*Director*

\_\_\_\_\_  
*Date*

Composer

\_\_\_\_\_  
*Connor J Koppin*

\_\_\_\_\_  
*Date*