

ALTO SAX & PERCUSSION CONSORTIUM
Of Wells and Springs

COMMISSION AGREEMENT

This agreement is made between members of the Judith Shatin Commissioning Consortium (hereafter referred to as CONSORTIUM MEMBERS) and composer Judith Shatin (hereafter referred to as COMPOSER. The contract documents for this COMMISSIONING AGREEMENT shall consist of this contract and any riders or changes as provided below.

1. CONSORTIUM MEMBERS commission COMPOSER to create a composition for CONSORTIUM MEMBERS of 7-9 minutes of music, scored for alto sax and percussion. The percussion will be drawn from and up to the following: vibraphone, snare drum, 1 pair of bongos (on stand), 2 tom toms (c. 14" & 16"), 1 suspended cymbal with stand, 1 triangle (on boom stand), 1 set of temple blocks, 1 trap table ca. 2'x 3', assorted mallets.

2. The COMPOSER warrants that the WORK is an original composition, and the COMPOSER is the owner thereof. Further, the COMPOSER is authorized to enter into this Agreement.

3. The COMPOSER shall be listed as Judith Shatin. Copyright and performing rights license information shall be provided. On all published editions of the score, the following inscription will be included: Commissioned by Jan Berry Baker and Gilbert Stuart of the Bent Frequency Duo and consortium members: [alphabetical list of CONSORTIUM MEMBERS]

4. COMPOSER agrees to deliver the completed work to CONSORTIUM MEMBERS on May 1, 2023. It will consist of a score and parts (if needed). It shall be delivered in PDF format to all CONSORTIUM MEMBERS and in hard copy as specified in the tiers above.

PAYMENT

5. As consideration of this agreement, CONSORTIUM MEMBERS agree to pay COMPOSER as outlined above. The 5 tiers include opportunities for individual saxophonists and percussionists who would like to participate and perform with others, as well as for established duos. Both options are available at student and professional levels.

6. It is agreed that any funds collected in excess of the commission fee of \$5,000 will be donated to the International Alliance for Women in Music (IAWM.org) to further their activities.

NON-FULFILLMENT OF TERMS

7. This Agreement and the obligations of CONSORTIUM MEMBERS and/or COMPOSER are subject to conditions beyond their reasonable control (such as grave illness and injury, family tragedy, or other dire circumstances for which one cannot be reasonably prepared). If the COMPOSER is forced to cancel the work as a result of such events, the COMPOSER will refund payment to all CONSORTIUM MEMBERS.

RIGHTS

8. Bent Frequency Duo as LEAD CONSORTIUM duo shall have the following rights with respect to the commissioned work:

- a) The exclusive right to give a world premiere (currently scheduled for May 5, 2023, and the right to perform the work in perpetuity.
- b) The first right of refusal for the world premiere commercial recording for a period of 1 year after the

delivery of the score and parts. If any of these premiere recordings are broadcast by radio, television, or on the World Wide Web, such broadcasts will be permitted without additional fees to Composer and the publisher.

9. CONSORTIUM MEMBERS' performance rights are spelled about under the Tiers section above.

10. COMPOSER grants CONSORTIUM MEMBERS the right to use and license others to use COMPOSER's name, likeness, and biographical material in connection with the work and its production and presentation.

10. All rights in the commissioned work not granted to CONSORTIUM MEMBERS are reserved to COMPOSER. CONSORTIUM MEMBERS acknowledge the COMPOSER retains ownership of the commissioned work. COMPOSER is not an employee of CONSORTIUM MEMBERS and CONSORTIUM MEMBERS agree that the resulting commission is not a "work for hire," as defined under current copyright law.

11. COMPOSER warrants that nothing contained herein contravenes any pre-existing agreement with a publisher or any other party. COMPOSER agrees that any subsequent agreement with any publisher shall be subject to the rights granted to CONSORTIUM MEMBERS hereunder.

**CONTRACT FOR CONSORTIUM MEMBERS for
Of Wells and Springs for Alto Sax & Percussion
By Judith Shatin**

To join the Consortium Commission for Of Wells & Springs please fill out this form and submit payment for your tier via Paypal (to **jshatin@me.com**) or check payable to

Wendigo Music
c/o Judith Shatin
1938 Lewis Mountain Road
Charlottesville, VA 22903-2451

Acknowledgement of contract and payment will be sent via email within 3 business days of receipt

1. Name(s) _____

2. Email address(es) _____

cont. _____

3. Address(es) _____

4. Name(s) or ensemble name as you wish to be acknowledged in the score:

| | | |
|----------------------------|-------|--|
| 1. Individual Student | \$150 | |
| 2. Student Duo | \$250 | |
| 3. Professional Individual | \$300 | |
| 4. Professional Duo | \$500 | |

Signature of Main Contact _____