

**CONTRACT FOR CONSORTIUM MEMBERS for  
In the Theatre of Air  
By Judith Shatin**

To join the Consortium Commission for In The Theatre of Air please fill out this form and submit payment for your tier via Paypal(jshatin@me.com), Zelle (to 434-996-1014) 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 Collegiate Flute Ensemble	\$250	
2. Flute Club	\$500	
3. Professional Flute Ensemble	\$500	

Signature of Main Contact \_\_\_\_\_

***In the Theatre of Air***  
**COMMISSION AGREEMENT**

This agreement is made between 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 of 8-10' of music, scored for piccolo, C-flutes, alto flutes, bass flute and optional contrabass flute.

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 Kelly Sulick and the University of Virginia Flute Ensemble and [alphabetical list of CONSORTIUM MEMBERS]

4. COMPOSER agrees to deliver the completed work to CONSORTIUM MEMBERS on January 15, 2026. It will consist of a score and parts delivered in PDF format, plus 1 signed score to all CONSORTIUM MEMBERS.

**PAYMENT**

5. As consideration of this agreement, CONSORTIUM MEMBERS agree to pay COMPOSER as outlined above via zelle or check.

**NON-FULFILLMENT OF TERMS**

6. 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**

7. The UVA Flute Ensemble as the LEAD CONSORTIUM ensemble shall have the following rights with respect to the commissioned work:

a) The exclusive right to give a world premiere, scheduled for April 12, 2026, 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.

c) If the 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.

8. CONSORTIUM MEMBERS' performance rights

- a. The exclusive rights to perform In the Theatre of Air for one year following the world premiere, from April 13, 2026 – April 13, 2027 and in perpetuity thereafter.
- b. 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. 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.