

## CONTRACT FOR COMMISSION OF A MUSICAL WORK

### A. COMMISSIONING AGREEMENT

1. A COMMISSIONING AGREEMENT is made as of April 12<sup>th</sup>, 2023 by and between: Aaron Burr (hereinafter referred to as “COMMISSIONER”), and John Kosch (hereinafter referred to as “COMPOSER”). The contract documents for this COMMISSIONING AGREEMENT shall consist of this contract and any riders or modifications as provided for in section F paragraph 1.

### B. STATEMENT of COMMISSION

1. The COMPOSER agrees to write an original work for the COMMISSIONER, of approximately 6–8 minutes duration, scored for: Tenor Saxophone and Electronics.
2. The COMPOSER warrants that to the best of his/her knowledge
  - a. The WORK is an original composition, and the COMPOSER is the owner thereof.
  - b. The COMPOSER is authorized to enter into this agreement.
3. COMPOSER shall be listed as John Kosch. Appropriate copyright and performing rights license information shall also appear. The pre-published score and other performance materials delivered to the COMMISSIONER shall include the following inscription: Commissioned by Aaron Burr.
4. COMPOSER agrees to deliver the completed work to the COMMISSIONER, as follows:
  - a. 1 complete PDF score shall be delivered by e-mail to the COMMISSIONER no later than June 15<sup>th</sup>, 2023. The COMMISSIONER will retain lifetime electronic rights to copies of the score for their own use.
  - b. COMPOSER agrees to periodically advise the COMMISSIONER to progress made towards its completion.
5. The COMMISSIONER agrees to give at least 1 performance of the commissioned work during the period of 1 year following the delivery of the score to the COMMISSIONER.

6. COMPOSER agrees to furnish an image and biography in electronic form when necessary.

### C. PAYMENT

1. A consideration of this agreement, the COMMISSIONER agrees to pay COMPOSER:
  - a. \$300 total (“THE FEE”). The COMMISSIONER agrees to pay this in stages as follows:
    - i. within 10 days of signing this agreement, the COMMISSIONER agrees to make a good faith payment of \$100.
    - ii. The COMMISSIONER agrees to pay out the remainder of the fee at the acquirement of funds through various methods including but not limited to the following:
      1. Grants, Private Donations, Consortium support, etc.
      2. Monthly payments determined between COMPOSER and COMMISSIONER after the delivery.
      3. After a total of \$300 is earned all additional monies thereafter will be divided 50% to the COMPOSER and 50% towards a joint recording project, managed by the COMMISSIONER.
  - b. If the COMMISSIONER so chooses, they may add at any time additional commissioners called (“CONSORTIUM MEMBERS”), who retain the rights of adding their name to the score on the program note page. In this instance, the CONSORTIUM MEMBER retains all rights as the COMMISSIONER.
    - i. CONSORTIUM MEMBERS will remit payment to the COMMISSIONER via check, Paypal, Venmo, etc.
    - ii. CONSORTIUM MEMBERS will receive an electronic PDF of the score.
2. It is agreed that COMPOSER is acting as an independent contractor and is exempt from Social Security, State and Federal unemployment insurance and State and Federal withholding requirements. The COMPOSER shall indemnify, save and

hold harmless the COMMISSIONER against any such claims and expenses that may arise from any unemployment issue, such as but not limited to tax withholding requirements relating to services rendered under this agreement.

#### D. NON-FULFILLMENT of TERMS

1. This agreement and the obligations of the COMMISSIONER and/or COMPOSER and any CONSORTIUM MEMBERS are subject to conditions beyond reasonable control such as illness, accidents, family tragedy, failure of instrument or equipment, fire, flood, riots, and/or unforeseen acts of nature.
  - a. If the COMPOSER or the COMMISSIONER shall be forced to cancel the work as a result of any of the above events, the COMMISSIONER is only responsible for the initial good faith payment of \$100. CONSORTIUM MEMBERS will be refunded \$100 each.
  - b. In the event the CONSORTIUM MEMBER elects to not fulfill this contract, the CONSORTIUM MEMBER forfeits any payment.

#### E. RIGHTS

1. The COMMISSIONER shall have the following rights with respect to the commissioned work:
  - a. The right to give the official world premiere at a college, university, or conservatory during the first year.
  - b. The right of first refusal with respect to making the first commercial production of the work, on a record label acceptable to the COMPOSER, for a period of 2 years following completion of the work. After this period, the COMPOSER has the right to record the commissioned work with an outside party.
  - c. The right to produce the work for non-commercial use, including online audio and video streaming, so long as a copy of the production is made available to the COMPOSER within 10 working days following the recording session or performance.
  - d. The COMMISSIONER also shares all rights granted to CONSORTIUM MEMBERS.

2. ~~CONSORTIUM MEMBERS shall have the following rights with respect to performance of the commissioned work:~~
  - a. ~~The right to perform the work including giving the regional premiere of the work for a period of 1 year following the initial premiere.~~  
~~CONSORTIUM MEMBERS shall notify the COMPOSER of all performances and provide a digital copy of the concert program to the COMPOSER within 10 working days following the performance.~~
  - b. ~~The right to produce the work for non-commercial use, including online audio and video streaming, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.~~
  - e. ~~The right to produce the work for personal use by CONSORTIUM MEMBERS, as long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.~~
3. The COMPOSER grants CONSORTIUM MEMBERS the right, to be exercised in sole discretion, to use and license others to use the COMPOSER's name, likeness, and biographical material in connection with the work and its production and presentation.
4. 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" agreement as defined under current copyright law.
5. The COMPOSER warrants that nothing contained herein contravenes any pre-existing agreement with publishers or any other party.

#### F. MODIFICATION OR AMENDMENTS

1. Any modifications or amendments must be made in the form of a written rider to this contract, countersigned and dated by both the COMPOSER and THE COMMISSIONER.

AGREED TO AND ACCEPTED

By COMPOSER

John Kosch      4-12-23  
John Kosch      Date

By COMMISSIONER:

Aaron Burr      5/4/2023  
Aaron Burr      Date

By CONSORTIUM MEMBER:

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

~~To become a CONSORTIUM MEMBER:~~

- ~~a) Pay the \$100 fee (a link with instructions can be found below).~~
- ~~b) Complete and sign this contract.~~
- ~~e) E-mail the completed contract to the COMPOSER at [johnkosch@johnkosch.com](mailto:johnkosch@johnkosch.com)~~

All instructions can be found at:  
[www.johnkosch.com/saxophone-electronics](http://www.johnkosch.com/saxophone-electronics)

## CONTRACT RIDER

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE CONTRACT, DATED MAY 17<sup>th</sup>, 2023 BETWEEN John Kosch (Hereinafter referred to as “COMPOSER”) AND Aaron Burr (Hereinafter referred to as “COMMISSIONER”)

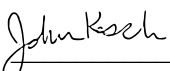
The following will replace section E paragraph 2 in the original contract:

2. CONSORTIUM MEMBERS shall receive the following:
  - a. For the price of \$25, CONSORTIUM MEMBERS receive copy of the score and electronics 1 year following the initial premiere.
  - b. For the price of \$50, CONSORTIUM MEMBERS receive the following:
    - i. A copy of the score and electronics.
    - ii. The right to perform the work including giving the regional premiere of the work for a period of 1 year following the initial premiere. CONSORTIUM MEMBERS shall notify the COMPOSER of all performances and provide a digital copy of the concert program to the COMPOSER within 10 working days following the performance.
  - c. For the price of \$100, CONSORTIUM MEMBERS receive the following:
    - i. A copy of the score and electronics.
    - ii. The right to perform the work including giving the regional premiere of the work for a period of 1 year following the initial premiere. CONSORTIUM MEMBERS shall notify the COMPOSER of all performances and provide a digital copy of the concert program to the COMPOSER within 10 working days following the performance.
    - iii. The right to making a commercial production of the work, on a record label acceptable to the COMPOSER, for a period of 2 years following the initial recording of the work. After this period, the COMPOSER has the right to record the commissioned work with an outside party.


- iv. The right to produce the work for non-commercial use, including online audio and video streaming, so long as a copy of the production is made available to the COMPOSER within 10 working days following the recording session or performance.
- d. For the price of \$150, CONSORTIUM MEMBERS receive the following:
  - i. A copy of the score and electronics.
  - ii. The right to perform the work including giving the regional premiere of the work for a period of 1 year following the initial premiere. CONSORTIUM MEMBERS shall notify the COMPOSER of all performances and provide a digital copy of the concert program to the COMPOSER within 10 working days following the performance.
  - iii. The right to making a commercial production of the work, on a record label acceptable to the COMPOSER, for a period of 2 years following the initial recording of the work. After this period, the COMPOSER has the right to record the commissioned work with an outside party.
  - iv. An hour-long virtual masterclass with the COMPOSER.

AGREED TO AND ACCEPTED

By COMPOSER

  
\_\_\_\_\_  
John Kosch      5/19/2023  
Date

By COMMISSIONER:

  
\_\_\_\_\_  
Aaron Burr      5/19/2023  
Date

By CONSORTIUM MEMBER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

To become a CONSORTIUM MEMBER:

- a) Pay the \$25–\$150 fee (a link with instructions can be found below).
- b) Complete and sign this contract and rider.
- c) E-mail the completed contract and rider to the COMPOSER at [johnkosch@johnkosch.com](mailto:johnkosch@johnkosch.com)

All instructions can be found at:

[www.johnkosch.com/saxophone-electronics](http://www.johnkosch.com/saxophone-electronics)