

## Commissioning Agreement

Agreement made on August 7, 2012, by and between Evansville Chapter of the American Guild of Organists, c/o Robert Nicholls, located at First Presbyterian Church, 609 SE Second Street, Evansville, Indiana 47713-1107 ("Commissioner") and William Bolcom, located at 3080 Whitmore Lake Road, Ann Arbor, Michigan 48105 ("Composer").

1. Commissioner hereby commissions Composer to write an original musical work (the "Work") whose World Premiere is scheduled for April 19, 2015 at First Presbyterian Church in Evansville, Indiana. This work will be approximately 15 minutes in length and will be scored for organ and brass quintet, to be performed by Douglas Reed and the Canadian Brass ("Artists"). The organ part to the Work must be playable on a two manual organ with 58 manual keys (C-a3) and 30 pedal keys (C-f1) with an admission of adaptability to larger instruments.

2. The materials will be provided according to the following schedule:

|                                 |                  |
|---------------------------------|------------------|
| Manuscript score by             | November 1, 2014 |
| Engraved organ part by          | January 15, 2015 |
| Engraved brass quintet parts by | February 1, 2015 |

3. The fee for this commission will be \$15,000.00. There will be an additional amount not to exceed \$2,250.00 payable as the copying costs. Fee will be payable as follows:

\$5,000.00 to Composer upon receipt of an executed copy of this agreement;

\$3,000.00 to composer on June 30 2013

\$3,000.00 to composer on June 30 2014

\$4,000.00 to Composer on November 1, 2014, as per completion and submission of the Manuscript score.

Copying costs will be payable in full to Publisher or Composer upon Commissioner's receipt of appropriate documentation evidencing such costs.

4. Artists will have exclusive performing rights [or right of first refusal] for one year from the World Premiere scheduled date, or through April 19, 2016. Normal BMI fees will apply for all performances during the exclusivity period.

5. Artists will have exclusive commercial recording rights for a period of two years from the World Premiere scheduled date, or through April 19, 2017. Normal commercial recording shall be published only with the Composer's approval and with payment of statutory rates.

6. Artists may retain one set of performing materials for their archive.

7. Commissioner shall provide Composer with the Inscription to appear on the title page or on the first page of music of the original score and any subsequently printed scores. Commissioner shall provide the premiere date, location and performers to be added to the Inscription.

8. Commissioner agrees to pay for Composer's travel expenses (economy class airfare, if needed) as well as hotel room expenses for the World Premiere. Composer will discuss his travel plans with Commissioner in advance of securing such arrangements. Commissioner also agrees to provide 4 complimentary tickets to the World Premiere.

9. Commissioner may use Composer's name, likeness, and biographical data as pre-approved by Composer in connection with the advertisement and promotion of any performances of the Work. Commissioner will use its best efforts to mention the Work and Composer's name in all publicity material and advertisement in respect of any performance of the Work.

10. Commissioner is granted the right to record the Work for archival purposes and/or for live or delayed broadcast in all markets up to two years from the world premiere, provided that such radio broadcasts are of a live performance subject to standard BMI license. Recordings may not be used for any other purpose without the prior consent of Composer. Composer shall be given a compact disc copy of the archival recording.

11. If for any reason Composer fails to fulfill the terms of this Commission Agreement, Commissioner shall have the right to terminate this Agreement by delivering prompt written notice to Composer. Upon receipt of such notice, Composer shall return to Commissioner monies paid to him for the commission, and shall not be liable to Commissioner beyond the return of such payments.

12. All rights in and to the Work not expressly granted to Commissioner herein are reserved by Composer and Publisher.

This agreement constitutes the full and complete understanding between the parties hereto and can only be amended by written instrument executed by parties hereto.

Confirmed and agreed:

Commissioner:

By: \_\_\_\_\_  
Robert Nicholls

Date \_\_\_\_\_

Composer:

By: \_\_\_\_\_  
William Bolcom

Date \_\_\_\_\_