

By submitting this consortium fee, the payee is recognized as co-commissioner of the concerto-in-progress by Alex Burtzos (composer). Please read the Statement of Commission below and submit payment ONLY if you agree with its terms.

STATEMENT of COMMISSION

CONSORTIUM MEMBERS commission COMPOSER and COMPOSER agrees to write an original concerto/work for CONSORTIUM MEMBERS, of approximately (length) 20 minutes duration, scored for solo piano with standard American wind ensemble.

1. 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.

2. COMPOSER shall be listed as Alex Burtzos. Appropriate copyright and performing rights license information shall also appear. The scores and other performance material delivered to CONSORTIUM MEMBERS, and on all published editions of the score shall include, the following inscription:

Commissioned by the University of Central Florida Bands, Scott Lubaroff, Director of Bands and [number] consortium members: [listed alphabetically]

3. COMPOSER agrees to deliver the completed work to CONSORTIUM MEMBERS, as follows:

a) A pdf copy of performance materials will be sent separately to CONSORTIUM MEMBERS and will be delivered by COMPOSER via email no later than September 1, 2024. CONSORTIUM MEMBERS will be responsible for printing and binding of score and parts and will retain ownership of all copies.

b) COMPOSER agrees to periodically advise as to progress made toward its completion as requested.

4. 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. COMPOSER shall indemnify, save and hold harmless CONSORTIUM MEMBERS 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.

5. The obligations of CONSORTIUM MEMBERS and/or COMPOSER are subject to conditions beyond the reasonable control such as illness, accidents, family tragedy, or failure of instrument or equipment. If COMPOSER or CONSORTIUM MEMBERS shall be forced to cancel the work as a result of any of the above events, CONSORTIUM MEMBERS shall be responsible only for any out-of-pocket expenses incurred by COMPOSER directly associated with this engagement. In the event a CONSORTIUM MEMBER elects to not fulfill this contract, that CONSORTIUM MEMBER forfeits any payments.

6. THE UNIVERSITY OF CENTRAL FLORIDA BANDS shall have the following rights with respect to the commissioned work:

a) The right of first (premiere) performance of the WORK until May 1, 2025 after which period, CONSORTIUM MEMBERS shall be free to perform the WORK.

b) The right of first refusal with respect to the making of the first commercial production of the work, on a record label acceptable to COMPOSER, for a period of 18 months following the completion of the work. After this period, the COMPOSER has the right to record the commissioned work elsewhere.

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) All rights granted to CONSORTIUM MEMBERS articulated in Item #7, below.

7. CONSORTIUM MEMBERS shall have the following rights with respect to performance of the commissioned work:

a) The exclusive right to perform the work including giving the premiere (regional premiere) of the work for a period of 1 year following delivery of the score and following the UNIVERSITY OF CENTRAL FLORIDA BANDS' right of performance, as described above. CONSORTIUM MEMBERS shall notify COMPOSER of all performances and provide two (2) copies of the concert program to COMPOSER within 10 working days of their 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.

c) The right to produce the work for personal uses by CONSORTIUM MEMBERS, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.

8. All rights in the commissioned work not granted to THE UNIVERSITY OF CENTRAL FLORIDA BANDS or CONSORTIUM MEMBERS are reserved to COMPOSER. THE UNIVERSITY OF CENTRAL FLORIDA BANDS and CONSORTIUM MEMBERS acknowledge the COMPOSER retains ownership of the commissioned work. COMPOSER is not an employee of the CONSORTIUM MEMBERS, and all parties agree that the resulting commission is not a "work for hire," as defined under current copyright law.

12. COMPOSER warrants that nothing contained herein contravenes any pre-existing agreement with publisher or any other party and does not infringe upon the intellectual property or other rights of any other party. COMPOSER agrees that any subsequent agreement with publisher shall be subject to the rights granted to THE UNIVERSITY OF CENTRAL FLORIDA BANDS and/or CONSORTIUM MEMBERS hereunder.