

**THE COMPOSER & LYRICIST
COLLECTIVE**

Music & Lyric Commissioning Contract

THIS CONTRACT is made thisth day of (DATE HERE)

BETWEEN

(PRODUCING COMPANY NAME)

(the Producer) of the one part

AND

(COMPOSER/LYRICIST NAME HERE)

(The Composer/Lyricist) of the other part, whereby it is agreed as follows:

1 ENGAGEMENT

The Producer hereby engages the Composer/Lyricist to compose music and lyrics (delete as necessary) for ('the Production'). The Composer/Lyricist agrees to carry out duties in connection therewith as defined in Clause 2 of this agreement.

Rehearsals (DATES HERE)

Tech (DATES HERE)

First Preview (DATE HERE)

Press Night (DATE HERE)

Final Performance (DATE HERE)

For the avoidance of doubt this agreement relates only to the run over the dates specified above. If the Producer intends to tour the production any additional attendance for such tour shall be contracted separately on such terms to be mutually agreed in good faith in line with standard industry terms.

2 COMPOSER'S SERVICES

The Composer/Lyricist will write music & lyrics for to the schedule outlined in clause 3 below. The Composer/Lyricist shall be present for..... at up to Opening.

We would also expect the Composer/Lyricist to take part in any related production activities, such as post show talks, fundraising and marketing events, dates of which are to be confirmed and mutually agreed.

The Composer/Lyricist agrees to allow the Producer to record and use the Production for promotional, educational and archive purposes only.

3 SCHEDULE – Key Dates:

TBC Confirmed as appropriate

4 REMUNERATION

In consideration of the services rendered by the Composer/Lyricist hereunder and in connection with this Production only, the Composer will receive the following remuneration:

A flat fee of £..... payable as follows:

One third on return of signed contract
One third on delivery of third draft of songs
One third on the first day of rehearsals

Upon receipt of invoice in each instance.

Additionally, the Composer/Lyricist shall receive a% royalty of all gross box office for performances under the period of contract. All royalties to be paid no later than **30 days** after the final performance of the contracted production.

5 EXPENSES

Travel:

Travel expenses to be confirmed reasonably with Producer based on amount of required presence and in good faith in line with industry standards.

Should the Composer/Lyricist wish to make additional visits to the Production which are not requested by the Producer, no additional expenses will be available.

Living and Accommodation:

The Producer will pay a lump sum of £..... for the rehearsal/tech period. Such sum to be payable upon invoice at the point of signing agreement.

6 CREDITS

The Composer/Lyricist will be accorded normal credit on all programmes, e-flyers, websites and brochures over which the Producer has control.

Music & Lyrics by Darren Clark

When biographies of the creative team (either all of them or in part) are included in the said programmes and or brochures then a biography supplied and approved by the Composer/Lyricist will always be included.

7 TICKETS

The Composer/Lyricist shall be provided with a ticket for each performance in the tech period up to Opening, an invitation to Opening night for two tickets and two complimentary tickets for any other single performance during the rest of the run.

8 COPYRIGHT

All rights in and to the music conceived by the Composer/Lyricist in the course of the rendition of their services hereunder shall be and will remain their sole and exclusive property; it being understood however that the Producer shall have a perpetual and irrevocable license to use such design in the Production.

Any use beyond the dates outlined in Clause 1 above **shall be subject to the agreement of the Composer/Lyricist**, such agreement not to be unreasonably withheld and for which the Composer/Lyricist shall receive full compensation on terms to be negotiated in good faith and in line with industry standards.

In the event that the production is presented either by the Producer or in a co-production involving different parties such production shall be subject to the agreement of the Composer/Lyricist, such agreement not to be unreasonably withheld.

In the event that the production is licensed by the Producer to a third party, such licence shall be subject to the agreement of the Composer/Lyricist, such agreement not to be unreasonably withheld.

In the event that the production is transferred or adapted to another medium (beyond the filming outlined in 2), the Producer will first seek the agreement of the Composer/Lyricist, such agreement not to be unreasonably withheld.

9 WARRANTIES

The Composer/Lyricist hereby warrants, undertakes and agrees that the Composer/Lyricist:

- a) is free to enter into this agreement and has not entered and will not enter into any arrangement that will conflict with it;
- b) shall render their services in willing co-operation with other parties in the manner required by the Producer and in accordance with the production schedule as is established by the Producer;
- c) shall not commit knowingly any act which might prejudice or damage the reputation of the Producer or inhibit the successful exploitation of this or any future production undertaken by the Producer;

10 INDEMNITY

The Composer/Lyricist hereby indemnifies and agrees to keep the Producer fully and effectually indemnified from and against any and all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal cost and expenses) and all liabilities suffered or incurred directly or indirectly by the Producer in consequence of any breach, non-performance or non-observance by the Composer/Lyricist of any of the agreements, conditions, obligations, representations, warranties and undertakings on the part of Composer/Lyricist contained in this agreement. The Composer/Lyricist hereby expressly acknowledges that this indemnity shall survive the completion of the Composer/Lyricist's services hereunder.

11 LIABILITY

The Producer shall not be liable for any loss of or damage to personal property of the Composer/Lyricist whether such loss or damage is caused by negligence or otherwise howsoever except to the extent that the Producer receives compensation from an insurance Company or other third party.

12 INSURANCE

The Producer guarantees to secure sufficient employer's liability insurance covering the Composer/Lyricist

The Composer/Lyricist shall arrange sufficient insurance for their own property.

13 SUSPENSION

Neither party shall be liable to the other in respect of anything which may constitute a breach of this agreement arising by force majeure, namely, circumstances beyond that party's control including but not limited to fire, flood, accident, sickness, sabotage, embargo, strike or lock out, war, acts of terrorism, riot or acts of local government and parliamentary

authority, or any other cause not reasonably within the control of the Producer or Composer/ Lyricist. Each of the parties agrees to give immediate and detailed notice to the other upon becoming aware of such an event.

14 CONFIDENTIALITY

The terms and agreements made in this contract are private and confidential and will not be discussed or disclosed to any outside source.

15 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

Please sign both copies of this Agreement at the bottom of this page where marked and return one copy to (PRODUCER) along with all invoices. **This will then form a contract binding on the parties herein** Signed:

.....

PRODUCER

For and on behalf of

Date:

The contents of this agreement are hereby accepted and agreed.

.....

(Your name here)
Composer/Lyricist

Dated