

Contract for Participation in a Consortium Commission of a Musical Work

TESSERACT

**Oakdale Road Music
1963 Winamac DR
Fort Collins, CO 80524**

All participating conductors must agree to and abide by the following conditions in order to participate in the consortium commission of “TESSERACT” for concert band (herein referred to as the work) by James M. David, DBA Oakdale Road Music (herein referred to as the composer).

1. The composer retains all intellectual property rights for the work. This includes publishing and recording rights and any associated royalties.
2. Participating conductors must pay a commission fee of \$150 due on January 31, 2023. Different payment schedules may be arranged with the composer on request.
3. The composer must deliver a bound copy of the score and a complete set of parts in PDF format no later than January 1, 2023 or all fees paid will be returned to the conductor and/or institution.
4. The composer will provide written, oral, or video commentary and feedback for each consortium premiere performance via email correspondence, video conference, or telephone calls. Video conferences or telephone calls shall not exceed one hour in duration in total.
5. Participating conductors and the ensembles under their direction will have exclusive performance rights in the United States and abroad from December 1, 2022 to December 1, 2023.
6. Photocopying or electronic reproduction of the parts is limited to ensembles currently under the direction of participating conductors. Only the necessary number of parts for the performance of the work can be made. Additional bound scores are available on request from the composer for an additional fee of \$50 per score.
7. Distribution of the score and parts to any individual, ensemble, or institution other than the conductor and institution given below is strictly prohibited.
8. Participating conductors may use the work for honor bands, clinics, and similar events. All copies of the score and parts for the work used for such events must be destroyed after the performance or retained by the participating conductor.
9. Any recording made of the work cannot be distributed commercially by the participating conductor, any associated personnel, or any other party without express written consent of the composer. Distribution of recordings for educational purposes or on social media is allowed.

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10. Any physical or digital copies of the score and parts belong to the institution that currently employs each of the participating conductors as of the date given below.

Failure of participating conductors to comply with any of the above conditions will terminate participation in the consortium commission which entails the following: 1) all performance rights will be revoked; 2) the score and any electronically reproduced or photocopied parts will be returned immediately to the composer; and 3) the composer will retain the commission fee.

Failure of the composer to comply with any of the above will result in refunding of any payments already made by participating conductors.

I hereby affirm that I will comply with all of the conditions listed above (numbered 1-12).

Signed, _____, on this date, _____ / _____ / 2022.
(signature) (month) (day)

Conductor's Name: _____
Associated Institution: _____
Mailing Address: _____

Signed, _____, on this date, July 8, 2022.
(signature)

Dr. James M. David, Composer
d/b/a Oakdale Road Music