

## 2023-2024 Composer Commissioning Contract

This contract is by and between The Fort Worth Chorale, Schola Cantorum of Texas, Inc. (“FWC”) and \_\_\_\_\_ (“Composer”) (the “Contract”). In exchange of good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereby agree as follows:

1. Composer shall create an original choral music piece suited to the needs of the middle school choir student and acceptable to FWC (the “Work”).
2. The Work shall meet the following requirements:
  - a. be developmentally appropriate as a teaching and performance piece for middle school choirs;
  - b. lyrics shall be subject to FWC’s prior approval and shall be either public domain or the Composer’s original work to which the Composer owns the copyright, and shall be socially relevant, age and educationally appropriate for Middle School students;
  - c. include two arrangements, one for soprano/alto and one for tenor/bass;
  - d. include two short videos: an “Announcement Video” with personal insights into the Work and the Composer’s reasons for participating in the Project, and a “Mini Clinic Video” on how to sing the Work and what the Work means to the Composer (collectively, the “Composer Videos”);
  - e. The Work shall include the following commission statement: “Commissioned by Fort Worth Chorale’s ‘Schola Cantorum Project’ in celebration of their 2022 Diamond Jubilee Anniversary, honoring Founding Director Bev Henson and his wife Evelyn” and a separate cover sheet that meets Schola Cantorum Project specifications.
3. This Contract incorporates by reference the Schola Cantorum Project Composer’s Timeline (the “Timeline”), as if fully set forth herein. This Contract shall govern in the event of ambiguity or conflicting terms.
4. The Composer shall deliver the Work to FWC in a format acceptable to FWC in accordance with the Timeline. Upon request by FWC, Composer agrees to allow FWC interim review(s) of the Work in progress.
5. FWC shall have the right to create audio rehearsal tracks from the Work, which shall include each voice part, a mix-down recording, and an accompaniment track (collectively, the “Rehearsal Tracks”). FWC shall deliver the Rehearsal Tracks to the Composer for review in accordance with the Timeline to ensure that FWC has properly captured the Composer’s intent in the Work. Within 5 days of receipt of the Rehearsal Tracks, the Composer shall provide feedback to FWC regarding that review. If the Composer does not provide such feedback to FWC within 5 days, Composer shall be deemed to have approved the Rehearsal Tracks.
6. Once FWC has accepted the Work, and the Composer Videos and Rehearsal Tracks are approved, FWC shall pay the Composer a commissioning fee of \$1000.00.
7. FWC shall have the exclusive right to make the Work, the Composer Videos, and the Rehearsal Tracks available to Title 1 (as defined in Public Law 114-95) middle schools (the “Schools) at no charge (the “Project”) for a period of one year from the date on which FWC accepts the Work (the “Window”). FWC shall also have the right to accept certain exceptions reviewed and agreed upon on a case by case basis with the Composer that fit the purpose of the Schola Cantorum Project mission.
8. FWC shall have the right to download, print, perform, record, and post on social media the Work in order to make audio/video recordings of the Work to promote and advertise the Project.

9. The Schools which have obtained the Work during the Window through the Project shall have the right to download, print, perform, record, and post on social media the Work at no charge, including, but not limited to, in competitions.
10. Composer agrees to not publish the Work or make it otherwise available during the Window.
11. After the Window closes, the Work and the Rehearsal Tracks shall no longer be available through the Project, and Composer shall have the right to publish and/or offer the Work to others outside the Project.
12. FWC shall maintain a list of Composers and the title of their Work on the Project and on the FWC website.
13. Composer hereby warrants to FWC (i) that the Work will be the original and professional creation of the Composer and will not infringe the copyright or rights of any third party; and (ii) that Composer has the authority to enter into this Contract and is not bound by any previous agreement relating to the Work which would adversely affect such Contract.
14. Composer agrees to indemnify FWC against any claim, loss, injury, or expense arising from or related to the Work or this Contract.
15. Copyright to the Work shall remain with the Composer.
16. Composer agrees that the Chorale may take, reproduce, alter, and/or use photographs, pictures, biography, videos, and other recordings (collectively, the "Media") of Composer for any lawful purpose. Composer hereby waives: the right to inspect or approve the Media; the right to royalties or other compensation arising from or related to the Media; and waives and releases all monetary or other claims arising from or related to any lawful use of the Media.
17. This Contract shall be governed by the laws of the State of Texas and any and all claims arising from or related to this Contract shall be brought within Tarrant County in the State of Texas.

This Contract is hereby executed by authorized representatives of both parties as of this date \_\_\_\_\_:

The Fort Worth Chorale, Schola Cantorum  
Of Texas, Inc.:

Composer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Address:  
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