

## Handbell Composition Commission Contract Terms & Conditions

This is an agreement between you, hereby known as the "requester", and Paul A. McKlveen, hereby known as the "composer", that you agree to pay the composer the total of \$nnn.nn for the creation of a new musical composition under the following stipulations:

1. To show his/her good faith of compensating the composer, the requester agrees to pay the composer a deposit of \$nn.nn, due immediately, and the balance of \$nnn.nn payable within thirty (30) days after the receipt of the manuscript(s).
2. Upon completion, the composer agrees to send one (1) free copy of the manuscript (or manuscripts in the event of the use of other instrumental parts) to the requester.
3. The composer agrees to return all monies paid if the composition is never completed.
4. In the event that the composition is not completed by the requested due date of yy/mm/dd, the requester agrees to pay the following modified balance, based on the late completion date, in lieu of the full balance:

1 - 7 days late:	\$nnn.nn (75%)
8 - 14 days late:	\$nnn.nn (50%)
> 14 days late:	\$nnn.nn (25%)
5. Both parties agree that the completion date is defined as the postmark date on the package containing the copy of the manuscript(s) which will be mailed to the requester.
6. The composer agrees to make every effort to adhere to the guidelines documented in the completed Handbell Composition Request Form, if returned by the requester. The composer reserves the right to deviate from the guidelines as he deems necessary.
7. The requester has the right to make copies of the manuscript(s) for his/her use, including the use by handbell choir(s) under the requester's direction or by the handbell choir for which he/she is a member.
8. The requester agrees not to sell, give or distribute any copies to any other persons without the consent of the composer.
9. The requester agrees that the composer will retain the copyright of the composition and that the composer has the right to seek publication of the composition.
10. If the composition is accepted for publication, the composer agrees to include the dedication line from the manuscript copy, if any, on the published composition.
11. If and when the composition is published, the requester agrees to destroy all but two copies of the manuscript. The composer agrees to send (1) free copy of the published composition to the requester.
12. The composer assumes all liabilities if it is determined that the composition infringes on the copyright of another work.