

# **CONSORTIUM COMMISSION AGREEMENT:**

## **CRITICAL MASS for Clarinet Choir**

This document shall serve as a contract between JESSICA RUDMAN (hereafter referred to as COMPOSER) and a consortium of clarinetists. The CONSORTIUM will consist of LAURA GRANTIER (hereafter referred to as LEAD COMMISSIONER) and additional clarinetists (hereafter referred to as CONSORTIUM MEMBERS), who are individually contracted with separate but identical executions of this agreement.

### **1. SERVICES**

The Composer shall compose and deliver an approximately 8-9 minute piece (the “Work”) for clarinet choir. The specific instrumentation will be Eb clarinet, Bb clarinet 1-3, Eb Alto Clarinet, Bb Bass Clarinet 1-3, Eb Contra Alto Clarinet, and Bb Contrabass Clarinet. The piece will be written for advanced students and above.

### **2. DELIVERY**

The COMPOSER will supply all CONSORTIUM MEMBERS with performance materials (full score and all parts) in PDF format and delivered by email within 2 weeks of the CONSORTIUM MEMBER completing both the 1<sup>st</sup> and 2<sup>nd</sup> installments of the commission fee.

The COMPOSER will also provide a Zoom coaching or consultation with each CONSORTIUM MEMBER/their ensemble of up to 30 minutes and/or email feedback on rehearsal recording(s) as desired by that CONSORTIUM MEMBER and as scheduling allows.

### **3. COMMISSION FEE**

Each individual CONSORTIUM MEMBER will pay COMPOSER a total of **\$400** which includes all costs for writing and engraving the Work.

### **4. PAYMENT SCHEDULE**

CONSORTIUM members may pay in two installments:

- 1: **\$200** by Aug. 15, 2025
- 2: **\$200** by Oct. 15, 2025

If a CONSORTIUM MEMBER needs an invoice to process payment, please send all pertinent details to the COMPOSER at [jessica@jessicarudman.com](mailto:jessica@jessicarudman.com).

For both payment installments, CONSORTIUM MEMBERS can pay by one of the following methods:

- \* The Composer’s E-store ([www.jessicarudman.com](http://www.jessicarudman.com))
- \* Paypal or Venmo to [jessicacomposer@gmail.com](mailto:jessicacomposer@gmail.com)

If a contracted CONSORTIUM MEMBER is unable to make the second payment:

- (1) The first payment of \$200 will be forfeited.
- (2) The performance materials will not be sent to the CONSORTIUM MEMBER.

## **5. EXCLUSIVE PERFORMANCE RIGHTS**

LEAD COMMISSIONER has exclusive world premiere performance rights through July 31, 2025. LEAD COMMISSIONER is to label her first performance the “Premiere” on the concert program and in all advertising.

CONSORTIUM MEMBERS have exclusive performance rights through **January 1, 2027**. CONSORTIUM MEMBERS are to label their first performance as “Consortium Premiere” on the concert program and in all advertising.

## **6. PERFORMANCE NOTIFICATION AND USE OF RECORDINGS**

CONSORTIUM MEMBERS are to notify the COMPOSER of all scheduled performances. They agree provide COMPOSER with a digital recording of the premiere performance or a performance-quality rehearsal within two months of the premiere, along with a PDF of the concert program sent to [jessica@jessicarudman.com](mailto:jessica@jessicarudman.com). Recordings and PDFs of the concert programs for any subsequent performances should also be submitted to that email address.

The LEAD COMMISSIONER and CONSORTIUM MEMBERS give the composer the right to use any performance or studio recordings for promotional and educational purposes.

## **7. EXCLUSIVE COMMERCIAL RECORDING PROVISION**

The COMPOSER grants to the LEAD COMMISSIONER the exclusive right to commercially release a recording of the Work until **Sept. 1, 2027**.

Any CONSORTIUM MEMBER may contact the COMPOSER at [jessica@jessicarudman.com](mailto:jessica@jessicarudman.com) to obtain a mechanical license to record. For any such license, the CONSORTIUM MEMBER agrees to pay the COMPOSER appropriate mechanical rights fees as determined by the established rates of the Harry Fox Agency.

## **8. NON-DELIVERY PROVISION**

The COMPOSER shall use all reasonable effort to have the Work completed and delivered by **Nov. 1, 2025**; otherwise, the commission may be withdrawn after due consultation with the COMPOSER, and any part of the commission fee that has been paid shall be reimbursed by the COMPOSER. However, with the written consent of the LEAD COMMISSIONER, a new delivery date may be set.

## **9. COPYRIGHT AND LICENSED PDFS**

The COMPOSER owns the copyright of the piece. All rights to the Work described herein not granted herein to the CONSORTIUM members are reserved by the COMPOSER.

CONSORTIUM MEMBERS own their licensed PDFs for exclusive use by themselves and the ensemble(s) to which they belong or are coaching at the time of joining the consortium. This

license is non-transferrable, and CONSORTIUM MEMBERS cannot loan, sell, share, or rent their copies to others. Failure to comply is in direct violation of this agreement and is unauthorized.

## 10. DEDICATION

The score and parts will bear in the front matter the names and affiliations of all CONSORTIUM MEMBERS in alphabetical order by last name. This list will also be maintained on the composer's website.

## 11. WARRANTIES AND REPRESENTATIONS

The composer hereby makes customary representations and warranties as to the originality of the score, that the Score violates no rights of any third party, that there will be no liens or encumbrances on the score.

Signatures below constitute approval and acceptance of this agreement by all parties.

APPROVED AND ACCEPTED:



\_\_\_\_\_  
Jessica Rudman, Composer

Dated: 6/21/25



\_\_\_\_\_  
Laura Grantier, Lead Commissioner

Dated: 6/21/2025

\_\_\_\_\_  
Consortium Member Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Consortium Member

\_\_\_\_\_  
Email Address of Consortium Member

\_\_\_\_\_  
Current Affiliation of Consortium Member