



## 2012 Fannin Musical Productions Writing Agreement

School \_\_\_\_\_

**Please check any services you will need for Spring/Summer 2012**

\_\_\_\_\_ Buy an original Marching Band Show (Previously written shows) \_\_\_\_\_

\_\_\_\_\_ Commission New Music Composition \_\_\_\_\_ (title)

\_\_\_\_\_ Commission New Music Arranging

\_\_\_\_\_ Music Consultant (tweak other arrangers existing work)

\_\_\_\_\_ Drill Writing

\_\_\_\_\_ Drill Consultant (tweak other drill writers existing work)

\_\_\_\_\_ Show Consultant (help with design----no writing)

\_\_\_\_\_ Other (Please explain)

Project Start Date \_\_\_\_\_ Project Completion Date \_\_\_\_\_

\_\_\_\_\_ *Approximate Cost*

### **Please initial the following statements**

\_\_\_\_\_ Fannin Musical Productions LLC provides a “work for hire service”. All copyrighted material not controlled by Fannin Musical Productions LLC require additional permissions. All rearrangement permissions, performance royalties, synchronization permission, mechanical rights, and right to broadcast are all the responsibly of the school.

\_\_\_\_\_ Purchase of an original show controlled by Fannin Musical Productions LLC includes permission to rearrange, and all rights needed to video tape and post videos online.

\_\_\_\_\_ Materials created by Fannin Musical Productions LLC are for my school’s use only. I agree to not share any work provided by Fannin Musical Productions LLC with any other schools or individuals without proper permissions. Original compositions are for use for the 2012 Marching Season only. All files should be trashed in November of 2012.

\_\_\_\_\_ Payment is expected within 30 days of completion of services. If this is not possible, please give an approximate payment date ( I am flexible). \_\_\_\_\_

(Alternate Payment Date-if needed)

\_\_\_\_\_ Once work is authorized and started, payment is required.

\_\_\_\_\_ Once you have reserved a previously written show with this contract, the agreement is binding.

\_\_\_\_\_ I have read and agree to all policies listed on page two and page three of this agreement.

Band Director Signature \_\_\_\_\_

Principal/Band Booster President Signature \_\_\_\_\_

(Person who approves payment)

Print Name \_\_\_\_\_

Date \_\_\_\_\_

# 2012 Fannin Musical Productions Writing Agreement

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### General Policies

Once work is started, payment is expected. Clients should try to provide as much information as possible (in writing) concerning specific writing needs.

### Previously Written Show Policies

This contract reserves previously written shows for your band. The first band from a region to fax or email this form will be given the right to perform this show. ***Once you have reserved a previously written show with this contract, the agreement is binding.***

Free rewrites are done on a limited basis.

Previously written shows ***pricing includes up to three hours of customizing:***

#### **CUSTOMIZING INCLUDES:**

- Changing solos
- Reducing the number of parts
- Simplifying or “beefing“ up any parts
- Cuts
- New phrases added
- Creation of new parts-scores-mp3’s.

Additional rewrites are done @ \$100 per hour (rarely needed)

You will be notified before we start to charge you additional fees

Fannin Musical Production LLC will have the final determination of when additional rewrite charges start

Finale files and .xml Files are available for your use. All files must be destroyed November of 2012. You may not share music files with anyone outside your staff. Sharing files outside your staff will be considered a copyright violation.

**Regional Exclusivity** is dependent on clients giving us correct information regarding the shows they will attend. We try to draw a 100 mile circle around you, and have you be the only band @ any festival you attend playing the show you have purchased. We cannot be held responsible for incorrect or incomplete information. Please provide a list of potential shows you will attend in 2012. Kentucky clients will be provided the same protections except for state finals (Exclusivity within your class and competitive region).

### Music Composition Policies

Music clients should provide a detailed description of your band:

- Instrumentation
- Strength's and weaknesses
- Possible soloists

Additional fees will be charged for scores/recordings Fannin Musical Production LLC purchases for your project.

Free rewrites will be done in the following cases:

- Incorrect harmonies or melodies
- Limited re-scoring to meet drill needs
- Small tweaks to fit your taste

## **2012 Fannin Musical Productions Writing Agreement**

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Additional rewrites are done @ \$100 per hour

You will be notified before we start to charge you additional fees

Fannin Musical Production LLC will have the final determination of when additional rewrite charges start

Clients should notify Fannin Musical Production LLC if they want to approve/work through several drafts of a project (this may cost more depending on what we are talking about). Finale files and .xml files are available for your use. All files must be destroyed November of 2012. You may not share music files with anyone outside your staff. Sharing files outside your staff will be considered a copyright violation.

### **Music Arranging Policies**

**Work cannot start until copyright permission is granted**

Music clients should provide a detailed description of your band:

Instrumentation

Strength's and weaknesses

Possible soloists

Music clients should provide lead sheets/scores/recordings

Additional fees will be charged for scores/recordings Fannin Musical Production LLC purchases for your project

Lifting(by ear) of music is \$350 per minute.

Free rewrites will be done in the following cases:

Incorrect harmonies or melodies

Limited re-scoring to meet drill needs

Small tweaks

Clients should notify Fannin Musical Production LLC if they want to approve/work through several drafts of a project (this may cost more depending on what we are talking about). Finale files and .xml files are available for your use. All files must be destroyed November of 2012. You may not share music files with anyone outside your staff. Sharing files outside your staff will be considered a copyright violation.

### **Drill Policies**

**Drill numbers (numbers of students) must be sent in writing (email)**

Free rewrites will be done in the following cases:

Drill that students crash into each other

Incorrect count structures written by Fannin Musical Production LLC.

Small tweaks