

HAMMERTONMUSIC.COM

This document represents the building blocks of Agreements to be drawn up between my Clients and me (Arranger). Some sections may not apply to some jobs, and would therefore be omitted. Please note that an Agreement built from these elements only covers the writing of the arrangement.

ARRANGER AND WORK-FOR-HIRE AGREEMENT

THIS AGREEMENT is made on [date], by and between Robert G. Hammerton (“Arranger”) and the client named below (“Client”).

Client's Name: [name]

Client's Address: [address]

Client's e-mail address: [eMail address]

[1] Client hereby engages Arranger to create [#] musical arrangement[s], as follows:

Song title: [title]

Description of arrangement: [description]

[2] Client and Arranger have consulted on the nature of the arrangement[s] and have agreed that the above Description[s] is an [are] accurate and sufficient description[s] of Client's requirements. Client has delivered to Arranger an audio file (Reference Audio) [or other reference] of each song for which an arrangement is to be created.

[3] The arrangement will be delivered as score and parts, on paper and/or in .pdf format, per Client's wishes.

[4] Arranger will complete a draft version of the arrangement, make an audio demo and send an mp3 file of the demo, by e-mail, to Client by [an agreed-upon date].

[5] If Client, after reviewing the demo, desires any changes in the arrangement, Arranger will make them and deliver a second draft incorporating the changes within [#] days of Client specifying such changes.

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[6] If Client approves the first or second draft, Arranger will complete the arrangement and deliver the [audio files, or PDF files of parts, or whatever is agreed upon] within [#] days of Client's approval of the draft. If Arranger mails the media incorporating the files by registered mail to Client at the above address at least three days before the due date, the finished arrangement shall be deemed to be delivered on time.

[7] Fee: Client will pay Arranger a fee of [\$] for his services, as follows:

[\$] upon signing this agreement.

[\$] on approval of the Draft.

[\$] on delivery of the finished arrangement. [Usually one-third of the total each, but this is entirely negotiable.]

[\$], applied for printed arrangements and mailing services where necessary.

Payment shall be made by personal check or money order to Robert G. Hammerton (9 Saint Elmo Road, Worcester, MA 01602).

[8] The parties acknowledge that creating a musical arrangement involves judgement and taste; that the above Description[s] is [are] not and cannot be exact; that Client's request for changes in the arrangement must likewise be inexact; and that there is a possibility that the Demo or the final product will not be satisfactory to Client, even though it conforms substantially to the Description. In view of these facts, the parties agree that:

[8a] Client's initial payment is not refundable, unless Arranger fails to complete the Demo by the specified time, or the Demo does not conform substantially to the Description above.

[8b] Arranger may decline Client's requests to make changes to the arrangement if he believes they are not reasonable. In that event, Client may refuse to approve the Demo and not pay the remainder of the fee, but the first part of the fee will not be refunded.

[8c] The second part of the fee is not refundable unless Arranger fails to complete the final product within the specified time.

[8d] Client may refuse to accept the final product for any reason, and not pay the final part of the fee, but in that event all arrangements and sound recordings created by Arranger under this agreement shall remain the property of Arranger and Client shall have no right to use them in any way without Arranger's consent.

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The next paragraph is the most important for you. It says that if you pay for it, you own the copyright, just as if you had created it. That is not automatically the case. For more on Work- for Hire, see en.wikipedia.org/wiki/Work_for_hire.

[9] All the arrangements and the sound recordings produced under this agreement are “Works Made for Hire” under the Copyright Act. Once Client has paid Arranger the entire fee, the copyright in the arrangement and in the sound recordings will belong solely to Client.

Agreed upon and accepted this day by:

_____	Client (please print)	_____	Arranger
_____	Date	_____	Date
_____	Signature	_____	Signature

Please print this document, sign, and return to Arranger by US Mail as soon as possible.
(mailing address: Robert G. Hammerton, 9 Saint Elmo Road, Worcester, MA 01602)

ARRANGER AND WORK-FOR-HIRE AGREEMENT TERMS AND CONDITIONS

(modeled upon the UK Musicians Union Fee Guideline document)

All copyist/arranger commissions carried out by [me] are undertaken upon the following terms and conditions. Any reference in correspondence to my standard terms and conditions refers to the following:

[1] Prior to undertaking the commission, we shall agree upon a fee (“the Agreed Fee”) and the uses to which the commissioned work may be put (“the Agreed Use(s”).

[2] Further uses beyond the Agreed Uses are precluded without Arranger's further written consent and my agreement on further-use fees.

[3] Client undertakes to pay the Agreed Fee within 28 days of delivery of the parts or arrangement (as applicable).

[4] The parts or arrangement commissioned shall be delivered in printed or manuscript form only. Save as otherwise agreed in writing, Client shall not be entitled to any computer or other file on delivery.

[5] In the event of the Client requiring further work (whether copying, adaptation or otherwise), Arranger shall have the first option to undertake such further work at a further fee to be agreed.

[6] Where the commission is an arrangement, Arranger retains the copyright in the arrangement commissioned and hereby asserts his right to be identified as author thereof. Arranger hereby grants the Client a license of the arrangement for the Agreed Use only. Client undertakes to ensure that credit is given as follows:

Music arrangement/orchestration: _____ as appropriate to the format:

[i] on screen for broadcast or theatrical work;

[ii] on product packaging for all commercially distributed work, and

[iii] on program/publicity material, or in public-address announcements, for live engagements

Where the commission is for music preparation, Client undertakes to use all reasonable endeavors to ensure that credit is given as follows:

Music preparation: _____ as appropriate to the format:

[i] on screen for broadcast or theatrical work;

[ii] on product packaging for all commercially distributed work, and

[iii] on program/publicity material for live engagements

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[8] Client undertakes to obtain all licenses and consents necessary for Arranger to fulfill the commission and fully indemnifies Arranger in respect of any claims.

[9] Client shall have the property in the manuscript of the arrangement and/or manuscript of the parts for the uses agreed. Subject to the reasonable requirements of the Client, Arranger shall have access of the copied parts and/or manuscript for reference or copying.