

1 **AGREEMENT**

2 Jointly by and between the Atlanta Brass Society, Inc., a Georgia non-profit corporation (hereinafter referred to as
3 “Agent”) and Don “Orfeo” Rechtman (hereinafter referred to as “Composer”), and _____
4 (hereinafter referred to as “Patron”), in which the above parties agree to the following:

5 **I. PURPOSE OF THIS AGREEMENT**

6 Composer shall orchestrate the work he performed June 6, 2004 entitled “Peace Sonata” per the stipulations
7 described in §II below, in consideration of \$400.00 given by Patron to Composer by way of Agent per the
8 stipulations described in §VI below.

9 **II. RESPONSIBILITIES OF COMPOSER**

10 Composer shall execute the following responsibilities:

- 11 1. Composer shall compose, edit, orchestrate, and complete within 6 (six) months of the execution of this
12 Agreement a performance-ready manuscript (hereinafter referred to as the “Manuscript”) for full orchestra,
13 based upon Composer’s original music performed June 6, 2004. The completed three-movement work will be
14 entitled “Peace Symphony.”
- 15 2. A dedication page shall be included as a permanent part of the Manuscript, and shall include the dedication
16 provided by Patron.
- 17 3. Composer shall prepare at least 1 (one) one-hour meeting per month for Patron and Agent in which a review of
18 progress is presented and questions relating to the project are answered.
- 19 4. During the term of execution of this Agreement, Composer shall make himself available at no cost other than
20 transportation and materials to Agent and to the DeKalb County public school systems and other public school
21 systems per his election, for at least one day per month to present music-related programs to the students and/or
22 teachers.
- 23 5. Composer shall respect Patron’s wish for anonymity, provided such request is made in writing prior to the
24 signing of this Agreement.
- 25 6. Composer agrees to recognize Agent at its option as a formal sponsor of events related to the project described
herein, and to include Agent’s name on related literature, including, but not limited to, invitations, posters, press

1 releases, and public service announcements. At said events Agent shall be permitted to establish a membership
2 booth that is appropriately situated and tastefully presented in order to distribute Agent information.

- 3 7. Composer agrees to obtain any and all necessary Tax I.D. Numbers, workmen's compensation insurance, and
4 payment of any and all withholding, FICA, FUTA and any other taxes of any nature whatsoever, and to be
5 solely responsible for engaging the services of any people necessary for the above described project, including
6 employees, independent contractors and consultants.

7 **III. RESPONSIBILITIES OF AGENT**

8 Agent shall execute the following responsibilities:

- 9 1. Agent shall manage the following financial matters directly related to the execution of this Agreement: a)
10 establishment of an interest-bearing escrow account; b) receipt and processing of moneys received from Patron
11 in accordance with §VI, ¶1; c) disbursement of moneys to Composer per §X.
- 12 2. Agent shall respect Patron's wish for anonymity, provided such request is made in writing prior to the signing
13 of this Agreement.

14 **IV. RIGHTS OF AGENT**

15 Agent's rights shall include but not be limited to the following:

- 16 8. Composer and Patron agree to indemnify Agent and hold it and its officers, directors and members harmless
17 from any liability whatsoever resulting from any claims, injuries, damages, or contractual liability of any nature
18 whatsoever resulting from or attendant to the above described project. Specifically, but without limitation, said
19 indemnification and hold harmless shall include but not be limited to any personal injuries, liability for sales or
20 property taxes, licensing fees, rents, and lease expenses.
- 21 9. Agent denies any liability for the collection of any sales tax from or by any participant in any events related to
22 the above described project, and Composer and Patron agree to be responsible for any reporting requirements
23 that may be necessary from the city, county and State of Georgia and other states' fiscal requirements.
- 24 10. Agent shall have the right to review for accuracy all of the books and balance sheets for the above-described
25 project.

1 11. Agent shall have the right to retain up to 15% (fifteen percent) of the moneys received from Patron, not to
2 exceed \$2,500.00, to cover administrative costs for managing this project.

3 **V. RIGHTS OF COMPOSER**

4 Composer's rights shall include but not be limited to the following:

- 5 1. Composer shall have the right to refuse any dedication, provided that he do so within 10 (ten) calendar days of
6 receipt of the dedication if the dedication was submitted in accordance with §VI, ¶2, below. If the dedication
7 was not submitted in accordance with §VI, ¶2, Composer shall have unlimited time in which to either accept or
8 reject (in writing) the dedication.
- 9 2. Composer shall maintain and control any and all copyright and performance rights to any documents that might
10 arise out of this Agreement, including but not limited to the manuscript, meeting notes, Amendments to this
11 Agreement, presentation materials, and published patron's lists in the manuscript.
- 12 3. During the term of execution of this Agreement, Composer shall have the right to supplement personal income
13 through public and private performance, publishing and marketing music, preparing and marketing recordings,
14 or any other music-related function including providing public and/or private music instruction.
- 15 4. Patron agrees to indemnify Composer and hold him harmless from any liability whatsoever resulting from but
16 not limited to any personal injuries resulting from the above-described project.

17 **VI. RESPONSIBILITIES OF PATRON**

18 Patron shall execute the following responsibilities:

- 19 1. Patron shall give Agent \$20,000.00 by check or money order, said moneys to be deposited by Agent into an
20 escrow account. The check or money order shall be made payable to the order of "Don Rechtman and Atlanta
21 Brass Society, Inc."
- 22 2. A. The following dedication, provided it complies with §V, ¶1, shall be included on the dedication page of the
23 Manuscript: _____
24 _____
25 _____

1 OR (strike thru unused option)

2 B. A dedication, which is to be submitted to Composer by Patron by _____ (date), shall be included on
3 the dedication page of the Manuscript, provided it complies with §V, ¶1.

4 **VII. RIGHTS OF PATRON**

5 Patron shall have the following rights:

- 6 1. Upon completion of the Manuscript, Patron shall receive an autographed copy of a score of the completed
7 Manuscript, which includes the dedication page.
- 8 2. Patron shall receive at least two weeks' notice prior to any review meetings established by Composer, and shall
9 have the right to participate in such meetings, but is under no obligation to do so.
- 10 3. If per §V, ¶1 Composer refuses acceptance of Patron's dedication, Patron has the option to render this
11 individual Agreement null and void and receive full refund of any moneys paid less any non-refundable service
12 fees incurred outside of Agent and Composer's control.
- 13 4. At any time prior to completion of the Manuscript by Composer, Patron may request changes in the Dedication;
14 however, Composer has final authority regarding acceptance of any such changes. Refusal of changes by
15 Composer shall not be construed as sufficient reason to render this Agreement null and void.
- 16 5. Patron shall have anonymity, provided such request is made in writing prior to the signing of this Agreement.

17 **VIII. TERMS OF EXECUTION OF THIS AGREEMENT**

- 18 1. Upon receipt of this Agreement and money, Composer shall have 14 (fourteen) calendar days in which to
19 initiate the project, at which time he shall have 6 (six) calendar months in which to complete the Manuscript;
20 this does not, however, preclude Composer from starting earlier or finishing earlier, but moneys paid to
21 Composer by Agent shall never less follow the schedule described in §X below.

22 **X. DISBURSEMENT OF MONEYS**

- 23 1. Any and all moneys received by Agent from Patron which are directly related to this project shall be placed in
24 an interest-bearing escrow account managed by Atlanta Brass Society, Inc., 953 Rosedale Road, N.E., Atlanta,
25 GA 303036 404-875-8822.

- 1 2. During the term of this project, Agent shall issue to Composer one or more checks of the escrow money to
2 cover his living and personal expenses. Upon completion of the term of this project, any additional escrow
3 moneys not having yet been issued but which have been accrued in the escrow account through interest or other
4 means shall be issued to Composer. During the term of this project, to cover Composer's living and personal
5 expenses, Agent shall pay Composer \$3,000.00 (three thousand dollars) of the escrow money, said payment
6 beginning with the commencement of the project as described in §IX, ¶2. In the event the project starts mid-
7 month, moneys withdrawn shall be prorated for the remaining portion of the first month. Agent shall pay
8 \$3,000.00 (three thousand dollars) to Composer at the beginning of each subsequent month for the next five
9 payments, and one additional payment of \$3,000.00 (three thousand dollars) less the prorated amount of the first
10 payment if the project began mid-month. Upon completion of the term of this project, any additional escrow
11 moneys not having yet been issued but which have been accrued in the escrow account through interest or other
12 means shall be retained by and become the property of Composer.
- 13 3. In the event the project is defaulted, the balance in escrow including interest shall be given to Patron.

14 **XI. SEVERABILITY**

15 The unenforceability of any provision or provisions of this Agreement shall not affect the enforceability of any other
16 provision or provisions.

17 **XII. ENTIRE AGREEMENT**

18 This Agreement constitutes the entire Agreement by and between Composer, Agent and Patron, and may not be
19 altered or amended except by mutual written agreement signed by all parties, including but not limited to requests
20 for anonymity as provided in §VII, ¶6.

21 **XIII. NOTICE**

- 22 1. All notices of monthly progress meetings as provided by §II, ¶3 of this Agreement shall be in writing and shall
23 be delivered to Patron personally and/or sent by first class mail, postage prepaid to Patron, and/or email per
24 Patron's request.

1 2. All other notices provided by this Agreement shall be in writing and shall be delivered to Agent personally, or
2 sent by first class mail, postage prepaid to Agent, who shall notify the appropriate party or parties within 14
3 (fourteen) business days of said notices.

4 Dated this ____ day of _____, 2005

5 By: _____

6 Michael Moore,
7 Executive Director
8 Atlanta Brass Society, Inc.
9 *A 501 (c)(3) corporation*
10 953 Rosedale Road, N.E.
11 Atlanta, GA 30306
12 404-875-8822 (voice and fax)
13 Orfeo@AtlantaBrass.com
14 www.AtlantaBrass.com

15 By: _____

16 Don Rechtman,
17 Composer
18 3864 Woodridge Way
19 Tucker, GA 30084
20 770-934-2380
21 OrfeoMusic@Bigfoot.com
22 www.OrfeoMusic.org

23 By: _____

24 Patron (contact information below)
25