



Original Composition Form

This Agreement is made and entered on this _____ day of _____, _____,
(day) (month) (year)

by and among _____ (hereinafter the "Organization"),
(Ensemble name)

_____ (hereinafter the "Composer"),
(Composer Name)

Represented by _____
(Publisher - if applicable)

having the address _____
(Composer's or Publisher Address, City, State, Zip)

and Georgia Indoor Percussion Association (hereinafter "GIPA"). This Agreement governs the relationship of the Organization, the Composer and GIPA with respect to the development and use of the following original work of Composer:

" _____ " (hereinafter the "Work").
(Title of Original Work, including ALL movements)

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. Composer represents and warrants to Organization and GIPA as follows: (a) it is the sole owner of the Work, and owns the Work free and clear of all encumbrances and/ or rights of third parties; (b) it has the right to grant the rights being granted hereunder; and (c) the Work does not infringe upon the intellectual property rights of any third party.

2. Composer hereby grants to Organization (and its employees, agents, representatives and contractors) the perpetual, fully paid up (upon payment of the fees specified herein, or waiver of such fees by Composer) license to publicly perform, modify, create derivative works of, record, use in all media including video and audio, and otherwise exploit the Work. To the extent the Organization creates a derivative work based upon the Work, such derivative work shall be jointly owned by Composer and Organization. Each party agrees to execute such documents as reasonably necessary to vest joint

ownership in the derivative work in Composer and Organization. Composer hereby waives any royalty participation in any audio or video product of the derivative work based on the Work that is produced by the Organization.

3. Composer and Organization hereby indemnify and hold harmless GIPA, its directors, officers and representatives, from and against any losses whatsoever arising from GIPA's use of the Work or any derivative work thereof in accordance with this Agreement.

Organization

Ensemble Name: _____

Class: _____

Director's Name: _____

Director's Signature: _____

Date: _____

Composer Name: _____

Signature: _____

Date: _____