

## HOT TIPS FOR RAISING AND SPENDING MONEY, PART 2

### HOW TO COMMISSION MUSIC

Let me start with full disclosure: I am wearing two hats as I put together this document. I am a published composer myself, and I want to see composers fairly and properly compensated for their creativity. On the other hand, I care about AGO conventions balancing their budgets.

After many years serving the Committee on Conventions, I am belatedly coming to the conclusion that those who commission new music for conventions often do not know what they are doing. This is hardly their fault, because they have never been through this process before. However, it follows, unfortunately, that they are probably about to negotiate one or more bad contracts. But let me also say that I have contacted several conventions asking to present a workshop on this subject, and nobody has ever cared to accept that offer: this process is well off the radar screen for those who run conventions.

The time has come to shine a spotlight on this subject. I shall assume this document is being read by an organist of some musical capability but not necessarily much business experience, who has been asked to chair the “New Music” committee for his or her AGO convention, either at the national or regional level. The principles are the same.

When you contract with a composer to write a new piece of music, you are negotiating a business transaction in a marketplace. Your goal should be to conclude a deal that is fair to both parties, and to document what you have agreed properly, making arrangements to pay the fee when promised and, further, planning to engage an artist of appropriate ability to premiere the work.

So how do you set about this process? Let’s start with an example. If you e-mail Mr. Johann S. Bach with the message, “We would like to commission a Prelude and Fugue for our convention. What is your fee?” you can expect he will quote a high figure. And if you then reply, “Okay, we have that in our budget,” your bad deal is locked in place. So how would an informed buyer go about this process? First, an understanding of some basic details is essential.

The fee for a commissioned work of music is determined by the length of the piece. A composer, when asked for his or her fee to write new music, will respond by quoting a price per minute. But this is a highly variable number. It depends on the scope of the work. Any composer will quote a higher fee per minute for an orchestral score than for a solo work for organ. Then it depends on the reputation of the composer. J.S. Bach deserves, and would get, a much higher rate per minute than J.S. Dixon composing for the same ensemble. It can also be influenced by how busy a composer is at the time. The

price for a string quartet might drop from \$500 per minute to \$400 per minute if the composer has no backlog, but it might not - it all depends how badly the composer wants the job. But you can guarantee that if the composer is very busy, you'll be quoted a high price... and if you accept, that deal will get done and that piece will get written.

Some composers will quote a fee per minute and then impose a minimum, say \$2,000 or \$3,000. That's up to the composer to request and the person commissioning the piece to accept, reject or counter. I have had a composer of some reputation tell me, "Well, I never write anything for less than \$2,000" and this was certainly true in my case, because he didn't write anything for me at all!

As with all purchases, if you have your heart set on something, you will probably not negotiate well in getting it - but if you have the money, and that's what you want, and you get it, then presumably everybody is satisfied. On the other hand, if you are trying to balance a budget, you might take a more pragmatic approach. The following are all worth doing.

First, consider several composers and do some comparative shopping. Be prepared to shift from your preferred composer to your second or third choice, who might be far cheaper and yet achieve exactly the same ends.

Second, know what you want, and ask for specific pricing. You could make the following inquiry:

"Our AGO convention is preparing to commission some new music, and we are gathering information. We intend to commission a piece for portatif organ and bagpipes of 3 minutes duration based on an American shape note hymn of the composer's choosing. Would you please advise whether you have the experience and desire to undertake such a project, and what your fee might be, either quoted per minute or as a flat fee for this project? Please also advise what lead-time you would require for such a project. Thank you in anticipation, etc. etc."

If you asked three composers, you would get three very different replies.

Third, do not be afraid to negotiate. Suppose you really do want this piece for organ and bagpipes to be composed by Mr. Bach, but his fee is \$2,000 compared with \$1,200 and \$1,000 from the other composers. You can ask him if he would accept the commission for, say, \$1,250 plus complimentary registration to the convention, so that he can be present at the premiere and be appropriately recognized. It seems completely obvious, but this is usually overlooked in negotiations: composers love being present when their music is premiered. They will accept less cash for this, making it easier for you to balance your budget, but making them VERY happy. Everybody wins. (Then please be gracious in contacting the composers you do not engage.)

Now here are some other things to think about.

- A) Please understand from the outset that your convention will be paying for this piece, but the composer retains the copyright. I know this sounds strange, or even unfair, but that is the way it is. The reason is that, if the composer has the opportunity to have the piece published, the publisher will require transfer of the rights, which the composer can't do if he sold them to you. Well, okay, if you are Prince you might have the clout not to transfer the rights to a publisher, but you are too late to commission Prince, and he wouldn't give YOU the rights any more than to a publisher. You would, presumably, be thrilled to see this piece - that you brought into being - published and available to all. The composer will work to that same end, I assure you, but needs to retain the copyright.
- B) Make sure you clearly define the parameters of your piece from the very beginning, including the length, the ensemble to be used and guidelines on what you want for the general structure. If any part of the commission includes making new arrangements of existing melodies or setting existing texts to music, I strongly advise that you insist the composer only use materials in the public domain. Usually, anything published before 1923 is safe, but this is a tremendously complex and time consuming area of law. My general rule is: the older, the better. You might have your heart set on a suite of variations for organ on *It's A Small World After All*, but do you really want to negotiate a fee with the Walt Disney Company just for making the arrangement and then pay performance fees to ASCAP every time this work is used? If you can achieve a similar goal with a suite of variations on *Pachelbel's Canon*, you immediately eliminate a whole area of administration, contracts, reporting and expense. I repeat: for your health and sanity, stay in the public domain when creating new works around published materials.
- C) Please think carefully about the artist you wish to premiere the piece, and discuss the commission with the artist or his/her management. The artist will probably require a specific time period in which to learn the piece. This might be several months. If you are hoping to have a busy composer write the piece and he/she has a backlog of 6 months and can only deliver the piece in 8 months at the earliest, you might just have eliminated one composer for purely logistical reasons. But logistical reasons count just as much as financial reasons.
- D) Most top concert artists will reserve the right in their contracts to refuse to play a new work at their discretion, so they can escape from having to attempt something that is unplayable. It's clear to me that there must be some major horror stories about organists being expected to premiere total nonsense. You might want to steer clear of composers who are either very inexperienced writing for organ or seem to live on the lunatic fringe. And if you are negotiating with Max Reger, try to cap the number of notes per page... your artist will thank you for that.

E) Recording should always be discussed well in advance with the artist. The top artists do not want a recording made on a bad day to get circulated and destroy years of hard work, even though it seems these same top artists never have a bad day. My suggestion is to include permission to make an archival recording in the contract with the artist. It is much easier to get permission for an archival recording - artists are more relaxed about that, and if it is good they can always give permission to use it later, which they can't do if nobody made a recording in the first place. I was involved with an archival recording that ended up in Michael Barone's hands and that he wished to broadcast on Pipe Dreams, so he called me about it. "What about the artist?" I asked. "This was only an archival recording!" "I'll take care of that," replied Michael, and he did. He called up the artist for a quick chat, and the artist gave approval. The important point was that, in retrospect, all agreed that it was a fine recording of a fine piece, so why not make it available to the Pipe Dreams audience? But the artist had final say on that.

F) Try to anticipate what uses you might find for your commissioned works, and provide for that in the contract you sign with the composer. For my convention in 2009, we were given a large grant specifically to fund new commissions. We commissioned six pieces and promised the donor that we would prepare a special book of all commissions to give to those who attended the convention. Every contract with every composer specified that we had the right to include the new work in this special book. After the convention, one composer had his piece (a really fine piece, by the way) picked up by a publisher, who contacted me quite upset that the piece had been distributed at the convention. I forwarded a copy of the contract, and that was the end of that.

G) Payment: Expect to pay a deposit when signing the contract, with the balance due upon delivery of the finished manuscript. This will be (or certainly SHOULD be) long before your convention, so plan ahead with the treasurer to make sure funds will be available. Negotiate something that works with your cash flow projection. The composer wants the job, and if you agree a fee, the incentive is sky-high not to shoot the deal down over the amount of the deposit. You should specify how the manuscript should be delivered - electronically by pdf works well.

H) Satisfaction: If you can't get no satisfaction, you do not get your money back. That's one of the things about commissioning new music. You are obliged to accept what your chosen composer delivers. With my composer's hat on, I should say that I am always concerned that the piece has a favorable reception. I have never been asked to re-write anything, although I probably would give that a shot if necessary... but it is not required of me.

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