

REQUEST FOR PERMISSION TO ARRANGE

Date

Publisher :

Address:

Attention:

Re: Arrangement Agreement

Dear Sir or Madam:

This letter sets forth the terms upon which \_\_\_\_\_ (the "Publishers") shall commission \_\_\_\_\_ (the "Arranger") (the Publisher and the Arranger shall collectively be referred to herein as the "parties") to create an arrangement of \_\_\_\_\_ [composition title] by \_\_\_\_\_ [composer] (the "Arrangement").

1. Ownership of Arrangement. The parties specifically acknowledges that the Arrangement, at all stages of development, shall be considered a work made for hire, as contemplated and defined in section 101 of the United States Copyright Act as in effect on the date of this letter agreement, and as may be amended from time to time hereafter, as a specially ordered and commissioned work prepared for publication as a secondary adjunct to a work by another author.

To the extent, if at all, that the Arrangement is determined not to be a work made for hire, the Arranger, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, sets over, transfers and conveys to the Publisher all right, title and interest the Arranger may have had, now has or hereafter may have in and to the Arrangement, including without limitation any and all copyrights and copyright rights therein arising under the laws of each territory of the universe, to have and to hold absolutely for the full term of each and every such right including any renewal, reversion, extension, restoration or revival now existing or hereafter created or discovered.

2. Description of Arrangement: The Arrangement shall be for \_\_\_\_\_ [type of arrangement] in \_\_\_\_\_ [number of instrumental and/or vocal parts].

3. License to Reproduce. Provided that the Arrangement is used only in connection with a performance by \_\_\_\_\_ (the "Institution") on \_\_\_\_\_ [date] and that such performance is done without any purpose of direct or indirect commercial advantage, that Arranger and/or the Institution shall be permitted to produce no more than \_\_\_ copies of the Arrangement. In consideration for the foregoing grant, the Arranger shall pay the Publisher US\$ \_\_\_\_\_, contemporaneous with the complete execution of this letter agreement.

4. Reservations of Rights. All rights in and to the Arrangement, except as specifically granted to the Arranger herein, are hereby reserved by the Publisher for the Publisher's use. The Arranger specifically acknowledges that no right to record or reproduce additional copies is granted by the Publisher herein. Any such further reproduction, recording and/or distribution of the Arrangement shall be by a separate permission upon the Arranger's written request, and at the discretion of the Publisher. The Arranger shall not further distribute, sell, loan, lease and/or rent the copies of the Arrangement made pursuant to this letter agreement to any third party for any purpose whatsoever.

5. Credit. Each copy of the Arrangement shall bear on the title page or at the head of the first page the following inscription:

This arrangement was prepared by permission of \_\_\_\_\_ [the Publisher], copyright owner.

Each page of the Arrangement shall bear the following copyright notice:

© 20XX [Publisher], All rights reserved.

6. Gratis Copies of the Arrangement. The Arranger shall provide the Publisher with three (3) gratis copies of the Arrangements within \_\_\_\_ days following Arranger's completion of the Arrangement.

7. Arranger's Representatives and Warranties.

Composer hereby represents and warrants that:

a. Neither the Arrangement nor any part thereof will violate or infringe the copyright or literary, music, personal, private, civil or property right of any third party; and

b. Nothing contained in this Agreement contravenes any pre-existing agreement which Arranger may have with a any third party.

8. This letter agreement constitutes the entire understanding of the signatories concerning its subject matter, shall not be amended except in a writing signed by all of the signatories hereto, and shall be interpreted according to the internal laws of the State of New York.

If the foregoing correctly sets forth the parties' understanding, please confirm such by signing all copies where indicated. This document may be executed in counterparts which taken together shall constitute a single instrument. Please return one fully executed copy and the permission fee to the above address.

Sincerely yours,

\_\_\_\_\_  
Arranger

\_\_\_\_\_  
Date

Accepted and Agreed to:  
Publisher

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

PERMISSION DENIED BY PUBLISHER BECAUSE:

- \_\_\_ The Arrangement is available for sale.
- \_\_\_ The Arrangement is in the process of publication for sale.
- \_\_\_ May not be arranged due to contractual commitments.
- \_\_\_ Other: \_\_\_\_\_.

