

RENTAL & PERFORMANCE/LICENSE AGREEMENT

This Agreement is by and between *Tim Jansa Music Publishing*, hereinafter known as *TJMP*, and

hereinafter referred to as The Organization, for the rental of performance materials, hereinafter referred to as The Materials:

Composer: Jansa, Tim (b. 1974)
Title: **Concierto Ibérico** (Concerto for Euphonium and **Orchestra** **Band**)
Performance Date: (please check which apply)
Venue(s)/Ensemble(s):
Instrumentation: 3,3,3,2/4,3,3,1/timp/hrp/perc (4)/1,1,1,1
Rental Fee: **\$375.00** parts rental (delivery online in digital/PDF form)
Additional Fees: \$65.00 Conductor's Score (ledger size, 11"x17", spiral bound)
(check which apply) \$10.00 S&H for Conductor's Score

Performing Rights Society Affiliation: ASCAP — *send 1 copy of all performance programs to:*
ASCAP, Concert Music, 1 Lincoln Plaza, New York, NY 10023

TERMS AND CONDITIONS

1. The Materials supplied herewith are rented for live performances only and may not be used for radio or television broadcast, commercial recording, transcription, or any other use whatsoever without express advance written permission. Additional rental fees are payable for such uses and will be quoted upon request. This rental agreement is NOT a mechanical license, and this agreement grants absolutely no rights to record this work for any public distribution whatsoever.
2. Public performance rights are available through ASCAP. It is the responsibility of the Organization to obtain any necessary performance license(s) from ASCAP. Public performance without a performance license is an infringement of copyright, even if rental fees have been paid.
3. No arrangements, transcription or alterations of the work for which these Materials are rented may be made without TJMP's express advance written permission.
4. The Organization is granted permission to make any necessary photocopies of the master set of parts, provided to the Organization in digital form (as PDF files). However, none of the duplicate copies may be retained by the Organization following the performance. All photocopies must be destroyed following the final performance.

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5. Copies of the rented Materials are and at all times shall remain *TJMP's* property, and may not be sold, loaned, or otherwise distributed or transferred to any other party by any means for any purpose whatsoever.
6. Organization will remit payment for all additional fees due under this agreement. The Organization shall furthermore provide *TJMP* with three (3) copies of the program, and one (1) copy of any archival recordings (audio and/or video) made. Archival recording remitted to *TJMP* must be duplicated in the same medium as the recording master.

Please sign and return by fax to (404) 413-5982, retaining a copy as your confirmation. The invoice will be sent separately.

Agreed to and accepted by:

Name:

Title:

Organization :

Date:

Signature: _____