

Agreement

(Composer) , residing at (address)

hereinafter referred to as “Composer”

and

Edition a Piacere – a trade name of Sanverm IPS (KvK 70246572), taking residence at Händelstraat 16, 6815 CW Arnhem, The Netherlands, represented by Sander Vermeulen and Herman Meijer

hereinafter referred to as “Edition a Piacere”

taking into account that:

- Composer would like to publish some of his works at Edition a Piacere
- Edition a Piacere would like to publish some of the works of the Composer

have agreed as follows

Article 1 Subject of the agreement

1. The Composer has created works of music, specified in Enclosure 1 (the “Works”), which Edition a Piacere intends to publish, market and sell through the website <https://www.edition-a-piacere.com> (the “Website”) in one or more Publications.
2. The Composer hereby grants Edition a Piacere an exclusive right of publication of the Works, which Edition a Piacere hereby accepts.
3. The intention of publication and the granted and accepted exclusive right of publication are all subject to the provisions of this agreement.

Article 2 Responsibilities of Edition a Piacere

1. Edition a Piacere will create sheet music of the Works from the Composer (the “Publication(s)”) with the purpose to present, market and sell the Publication through the Website and/or through other means.
2. Edition a Piacere will only take Works into consideration that are supplied in the formats mentioned in Article 3 under 1.
3. Edition a Piacere may refuse to publish Works at any time and without stating a reason.
4. Accepted Works will be edited, resized, corrected, applied layout to and the readability will be enhanced to make them suitable for publication as sheet music.
5. Edition a Piacere will create a cover for the Publication, unless the Composer supplies his/her own design.
6. After creation of the Publication, Edition a Piacere sends the Composer a physical draft of the Publication for review.
7. When the corrections by the Composer have been received by Edition a Piacere, the corrections will be processed and the Works become available as a Publication on the Website.

8. The responsibilities of Edition a Piacere in this agreement go no further than the actions described in this article.

Article 3 Responsibilities of the Composer

1. The Composer will supply the Works as a digital MusicXML-file, a digital MuseScore-file or as a digital PDF-file. The Composer may also supply his/her own cover design, but this is not required. See Enclosure 2 for the exact preferred specifications of the files to be supplied for the different formats.
2. The Composer will make sure that the supplied files contain the Works as intended, without error.
3. When responding to the request by Edition a Piacere to correct a draft publication, the Composer guarantees that all corrections have been made and he/she will not hold Edition a Piacere responsible for any possible errors that were not corrected by the Composer.
4. The Composer is free to publish any of his other works at a different publisher at any time, but such action will not come into competition with Edition a Piacere in any way. Specifically, during the duration of this agreement, Composer will not publish the Works at a different publisher.

Article 4 Intellectual property

1. The Composer remains in full ownership of his/her copyright to the Works.
2. Edition a Piacere owns the full copyright to the created Publication(s).
3. Following the provisions of Article 1, Edition a Piacere is granted an exclusive right of publication of the Works, which implies that the Composer can no longer publish the Works him/herself or have the Works published by someone else in whatever form.

Article 5 Costs & Remuneration

1. Costs for editing the Works into the Publication as well as the costs for creating the draft Publication will be borne by Edition a Piacere.
2. The proceeds of the first 10 sold items per Publication will be for Edition a Piacere.
3. Starting from the 11th print of each Publication, a remuneration of 50% of the profit will be paid to the Composer. The profit is defined as the selling price minus the costs for production.
4. The Composer can also refrain from his/her remuneration and support Edition a Piacere in the costs for maintaining the organization and website.

Article 6 Pricing and payment of remuneration

1. Pricing of the Publication will be the sole responsibility of Edition a Piacere.
2. Composer may request that a higher price for the Publication is used than the price suggested by Edition a Piacere.
3. Payment of a remuneration will be done on a monthly basis if the monthly amount exceeds 50 euro. If the remuneration for a month is below 50 euro, payment will be made per quarter.
4. Composer supplies the correct payment data to Edition a Piacere after the condition of Article 5 under 3 comes into effect.

Article 7 Termination of the agreement

1. Both Parties can terminate this agreement at any time.
2. After termination Edition a Piacere is allowed to sell any remaining stock of the Publication. The Composer may also choose to purchase this remaining stock from Edition a Piacere at cost price.
3. When there is no stock left of the Publication, the Publication will be removed from the Website and any other places related to Edition a Piacere as far as reasonably possible.
4. Should the Composer, or any third party on behalf of the Composer, after termination of the agreement be interested to receive the digital file that was used for the Publication, a price will be made that reflects the efforts and investments of Edition a Piacere to create that file.

Article 8 Other provisions

1. Any changes to this agreement or Enclosure 1 can only be made in writing and by mutual acceptance of the Parties.
2. This agreement is subject to Dutch law. Any issues on the existence, execution, interpretation and termination of this agreement will be brought before the applicable Dutch court of law.

This agreement is made in 2 copies, of which each of the undersigned have received one; for the confirmation of accepting and understanding this agreement, each page of this agreement is initialled and signed below at (plaats), on (datum):

For Edition a Piacere:

.....

the Composer:

.....

Enclosure 1

List of works

1. Work title 1
2. ...

Enclosure 2

Specifications of the files

MuseScore

The preferred method of sending us your work is by using the MuseScore-file format, preferably made with the most recent version of MuseScore. MuseScore is a free music notation program with a lot of options. You can search for it on Google and download it for free, with unlimited use.

When creating your score in MuseScore, please start with setting your page size to 21,6 cm by 30,3 cm, this will make the formatting the score easier for us. When your score is done, please send us the save-file and we will make it ready for publication.

MusicXML

All major music notation programs are able to export scores to the MusicXML-format. This format is suitable to share scores between notation programs. Usually, we will still have a lot of work to do to finalize these xml-files, but we do except them if you are not able to use one of the other options.

PDF

It is possible to send us a PDF-file, although this is not preferred. We are not able to change the pdf, so it has to be ready as it is. This means that the pdf should:

- have a page size of 21,6 cm by 30,3 cm
- have “Edition a Piacere” written as a sole centred footer below the pages containing the music
- have page numbers placed bottom left on a left page and bottom right on a right page, starting on the second page of the music and the count should include two pages for the title page (plus pages for the preface if you want to include one), which all will be put before the music. The title page will always be the first page and it always will be a right page. You can choose to create the title page and preface yourself or have us create them. Please contact us for specifics when you choose to create the title page and preface yourself.

Please note that the layout of the music can not be changed by us if you prefer to send us a pdf. We reserve the right to refuse pdf files when they are not in line with our quality standards for publication.

Cover design

If you want to send us a cover design, please do so in a pdf-format. The preferred dimensions depend on the amount of pages your score will contain. Please contact us for more information if you want to add your own cover.