

Commission terms

Shiloh Bauer, composer

Before a note is written

Scoring starts at the spotting session: composer, director and editor watch the cut together and agree where music goes, where it stops, and what each cue is doing. The session produces the cue list the score is written to.

She joins spotting sessions and dubs remotely. Attending in person is by arrangement and quoted separately; quotes assume no travel.

She treats temp score as direction, not as a target. Where a temp track has set an expectation the score could only meet by copying it, she says so at spotting.

What is delivered

Each cue comes as a stereo full mix and as stems split by section: choir, strings, brass, guitars, bass, drums and any solo lines the cue carries, or to a split the production specifies.

Every stem runs the full length of its cue from a common start, so the stems drop onto the timeline without alignment work, and played together they reproduce the full mix.

Files are 24-bit WAV at 48 kHz, or at a rate the production specifies, each named to its cue number.

Cue sheet and societies

The production prepares a cue sheet from the finished film, listing every cue with its timings as used, its writers and their shares, and files it with PRS for Music, either directly or through the broadcaster or distributor. She supplies the cue titles and writer details and receives a copy. PRS pays her performance royalties from it.

She is a writer member of PRS for Music, which collects the performance royalties on her compositions: in the UK directly, and abroad through its affiliated societies.

Rights

Shiloh Bauer is the author and first owner of copyright in the compositions, and first owner of the master rights in the recordings she produces. Commissioning the music does not transfer ownership; only a written assignment does.

The production receives a licence, not an assignment: a synchronisation licence in the compositions and a master use licence in the recordings. The licence is perpetual and worldwide and covers the film, its trailers and its marketing in all media, so the production never has to come back for another window, territory or platform. It covers editing the music to fit the picture and the mix.

A buyout, which assigns copyright to the production, is available and priced separately, because it takes the music out of her catalogue permanently. No commission is a work made for hire, and she does not sign terms that say otherwise.

She keeps the writer's share of performance royalties in every case, including under a buyout, and collects it through the societies rather than from the production.

A soundtrack release is a separate agreement.

Credit

The credit describes the music she supplied. She and the production agree its wording for each film. It never claims music she did not write.

“Music by” claims all of the music in the film, whether written for it or licensed from her catalogue, so it fits only a film that uses no one else’s music.

“Original Music by” claims only the music she wrote for the film, whether score, pieces or songs. Licensed music, hers included, is credited separately.

“Score by”, “Score Composed by”, “Original Score by” and “Original Score Composed by” all claim the same thing: the score she was commissioned to write for the film. The production chooses which of the four to use.

Whatever the wording, the credit names her as Shiloh Bauer on a single card: in the main titles where the film has them, and otherwise in the end titles. It appears in the billing block and in paid advertising wherever the other heads of department are credited, at the same size, in a short form she chooses when the wording is agreed.

Fees and payment

A quote sets one fee for the whole score. A quote is either a fee for her work alone or a package that also covers players, studio time and rentals, and it says which.

Payment falls in three stages: on signature, when she starts producing the recordings, and on delivery of the final materials. She invoices each stage when it falls due, and each invoice is payable within 30 days of its date.

Fees exclude VAT, which is added where it applies.

Turnaround and revisions

The quote sets the turnaround, from the length of the cue list and the state of the picture. Scoring can work to a locked cut or alongside an edit that is still moving. The delivery date moves by the length of any delay the production causes her.

Each quote states how many rounds of revisions every cue includes.

A change to picture is a conform, not a revision: she recuts the cues to the new timings and the stems come back aligned. Conforms are part of the work. A recut that needs new music rather than new timings gets its own quote.

Warranty

The music is her original work and, apart from commercial sample libraries, contains nothing licensed from anyone else. It infringes no one else’s rights, and she holds every right needed to license it, including the consent of anyone who performs on the recordings.

The sample libraries she uses are licensed for use in commercial music, film included, and need no credit or payment of their own.

Governing law

The law of England and Wales governs these terms and any commission made on them.