

Band Partnership Agreement

Introduction

This Band Partnership Agreement (the "Agreement") is made by and between _____ (collectively referred to as "Band," individually referred to as "Band Partners"). This agreement will be effective as of the date of the last signature below (the "Effective Date"). The Band Partners agree as follows:

The Band Partnership

The Band Partners establish themselves as a general partnership (the "Band Partnership") to be known as _____ under the laws of _____ for the purposes of musical and related entertainment activities. The Band Partnership will commence on the Effective Date and will continue until it is ended according to this Agreement. The principal place of business of the Band Partnership will be at _____ or at any other place the Band Partners determine.

Band Partner Services

In order to fulfill the Band Partnership purposes, each Band Partner will contribute musical entertainment services to the Band Partnership. Such contributions will include, but not be limited to, services:

- as a recording artist with respect to sound recordings
- as a musical performer in all media and on the live stage, and
- related to merchandising rights solely with respect to activities as a member of the Band.

Nonband Partnership Activities

Each Band Partner is permitted to engage in one or more businesses, including other musical entertainment efforts, but only to the extent that such activities do not directly interfere with the business and obligations of the Band Partnership. Neither the Band Partnership nor any other Band Partner will have any right to any income or profit derived by a Band Partner from any nonband Partnership business activity permitted under this paragraph.

Name and Logo

The Band Partnership will do business under the name _____ (the "Band Name") as an assumed name and as its trademark and service mark.

[Check if applicable and fill in.]

☐ The Band also uses the following logo (the "Band Logo") as a trademark and service mark: *[Insert logo.]*



[] The Band also owns and uses the following domain name: _____.

Each Band Partner acknowledges that the Band Name as well as any Domain Name and Logo the Band may have are *[select one]*:

[] the exclusive property of the Partnership and not owned by any individual member, and, unless otherwise authorized in writing, departing Band Partners will have no interest whatsoever in the Band Name, Domain Name, and Logo, apart from the limited right to be known as an ex-member of the Band. If the Partnership dissolves, no individual member will have a right to use the Band Name, Domain Name, and Logo, apart from the limited right to be known as an ex-member of the Band.

[] the exclusive property of the Partnership and not owned by any individual member, except that if _____ and _____ cease to be members of the Partnership, the Partnership will cease use of the Band Name, Domain Name, and Logo (including "formerly [band name]" or similar references) in connection with any offering of entertainment services. Departing Band Partners will have no interest whatsoever in the Band Name, Domain Name, and Logo, apart from the limited right to be known as a former member of the Band. In the event that the Partnership dissolves, no individual member will have a right to use the Band Name, Domain Name, and Logo, apart from the limited right to be known as an ex-member of the Band.

[] not assets of the Band Partnership, but rather are the sole and exclusive property of _____ [name of person who owns Band Name, Domain Name, and Logo] and, unless otherwise authorized in writing, will remain that person's sole and exclusive property during and after the term of this Agreement. The other Band Partners will have no interest whatsoever in the Band Name, Domain Name, and Logo, apart from the limited right to be known as former members of the Band.

Warranties

Each Band Partner warrants that the Band Partner:

- is free to enter into this Agreement
- is under no restriction that will interfere with this Agreement
- has not done nor will do any act or thing that might hurt the Band Partnership
- will not sell or transfer any interest in the Band Partnership without the prior written consent of the other Band Partners, and
- will refrain from activities that could prohibit the Band Partner from performing.

Each Band Partner indemnifies each other Band Partner from all claims that may arise from any breach of these warranties.

Profits and Losses



Unless agreed otherwise in writing by the Band Partners, the Band Partners will share equally in all of the Net Profits, losses, rights, and obligations of the Band Partnership. "Net Profits" will mean all payments that are paid to the Band Partnership or to any Band Partner as a result of Band Partnership activities, after deducting Band Partnership expenses (that is, reasonable salaries, rent, promotional costs, travel costs, office expenditures, telephone costs, and accounting and legal fees). The Net Profits will be distributed in cash to the Band Partners.

Ownership of Recorded Compositions

The Band Partners [*choose one*: will/will not] create a publishing entity (the "Band Partnership Publishing Company") that will own all rights to "Recorded Compositions."

Recorded Compositions are songs:

- recorded by the Band
- released for sale on sound recordings under the Band Name, and
- that were written or cowritten in whole or in part by one or more Band Partners.

Each Band Partner agrees to assign any ownership interest in each Recorded Composition to the Band Partnership Publishing Company and to sign any documents necessary to show the transfer of ownership to the Band Partnership Publishing Company.

Division of Publishing Revenue

Revenue from the Band Partnership Publishing Company, if such publishing company has been created, will be distributed as follows:

- [] All music publishing income derived from Recorded Compositions, including both writer's and publisher's shares, will be divided equally among the Band Partners.
- [] The Band Partners will share equally in the publishing income from all Recorded Compositions. The writers of each Recorded Composition will receive an equal pro rata share of the songwriters' income with respect to each Recorded Composition. By way of example, if two Band Partners write a Recorded Composition, each will share equally in the songwriters' income from that song. The publishing income from that song will be distributed equally to all Band Partners.
- [] All revenue derived from Recorded Compositions will be pooled (whether it is characterized as publishing or songwriter revenue). Each Band Partner will receive one credit for performing on each Recorded Composition. The writers of each Recorded Composition will receive one credit for writing each Recorded Composition. Each Band Partner's total number of credits equals the numerator (top number of a fraction). The total number of credits equals the denominator or bottom number of a fraction. Each Band Partner then receives this fraction of the song income. By way of example, if all

four Band Partners perform on a song and one Band Partner has written that song, the songwriter Band Partner would receive two-fifths of the revenue and the other three band members would each receive one-fifth of the revenue.

Publishing Administration

The Band Partnership Publishing Company, if such company has been created, will have the worldwide, exclusive right to:

- administer and control the copyright ownership to the Recorded Compositions
- designate all persons to administer the copyrights to the Recorded Compositions, and
- enter into agreements to copublish, subpublish, or otherwise deal with the copyrights in the Recorded Compositions.

In the event that one of the Band Partners leaves the Band Partnership (a "Leaving Member"), the control of the jointly owned copyrights will vest exclusively in the remaining Band Partners for the term of this Band Partnership.

The Leaving Member's interest in the Band Partnership Publishing Company will extend only to those Recorded Compositions which were commercially released for sale during the Leaving Member's period as a Band Partner ("Leaving Member Recorded Compositions"). The Leaving Member will receive semiannual accountings and payments with respect to any income due on Leaving Member Recorded Compositions.

Meetings and Voting

Each Band Partner has the right to participate in the business of the Band Partnership. Meetings of the Band Partners can be called by any member of the Band Partnership on reasonable notice.

[Check either "unanimous vote" or "majority vote" for each issue]

	Unanimous Vote	Majority Vote
Expelling a Band Partner (vote does not include party to be expelled; otherwise unanimous)	[]	[]
Admission of a new Band Partner	[]	[]
Entering into any agreement that binds the Band Partnership for more than one year	[]	[]
Additional capital contributions by any Band Partner	[]	[]
Receipt of any bonus or goods or other assets of the Band Partnership in excess of that received by any other Band Partner	[]	[]
Any expenditure in excess of \$ _____	[]	[]
Incurring any major obligation such as borrowing or lending money	[]	[]

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Selling, leasing, or transferring any Band Partnership property	<input type="checkbox"/>	<input type="checkbox"/>
Entering into any contract that takes less than a year to complete	<input type="checkbox"/>	<input type="checkbox"/>
Check-signing rights	<input type="checkbox"/>	<input type="checkbox"/>
Amendment of this Agreement	<input type="checkbox"/>	<input type="checkbox"/>
Dissolving the Band Partnership	<input type="checkbox"/>	<input type="checkbox"/>

[Check and fill in blanks if applicable]

☐ In matters that require a majority vote, _____ shall be entitled to extra voting power, in the amount of _____ votes for every other Band Partner's single vote.

☐ In the event that a majority cannot be achieved, the decision of _____ will prevail.

Books of Account and Records

The books of the Band Partnership and all other documents relating to the business of the Band Partnership will be maintained at its principal place of business and be available for inspection at reasonable times by any Band Partner (or any designated representative of any Band Partner). The fiscal year of the Band Partnership ends on December 31. The Band Partnership will provide an accounting statement to each Band Partner twice a year, at the end of June and December.

Ending the Partnership

This Agreement and the Band Partnership will not terminate if a Band Partner leaves the Partnership. If a member leaves, the Band Partnership will remain in full force among the remaining members.

This Agreement will terminate, and the Band Partnership will end, on the first to occur of the following events:

- the written agreement of the Band Partners to end the Band Partnership, or
- by operation of law, except as otherwise provided in this Agreement.

[Check and fill in blank if applicable.]

☐ If _____ leaves the Band Partnership, the Band Partnership shall end.

The addition of a new Band Partner shall not end the Partnership, and it shall remain in full force among the remaining Band Partners.

Distribution of Band Assets After Termination

Income and Debts. After termination of the Band Partnership, any income that is owed to the Band Partnership will be collected and used first to pay off debts to people outside the Band (creditors), and any remaining money will be used to pay debts (loans in excess of capital contributions) to Band Partners. If money remains after paying off these

debts to Band Partners, it will be distributed equally to the Band Partners.

Band Property. Any property owned or controlled by the Band Partnership (for example, musical equipment) will not be sold but will be evaluated, by an accountant if necessary. The property will then be distributed, as nearly as possible, in equal shares among the Band Partners.

Royalties and Future Income. If, at the time of termination, the Band is entitled to royalties or owns property that is generating income or royalties, the Band Partnership will vote to either establish an administrative trust or designate an individual (for example, an accountant) to collect and distribute the royalties on an ongoing basis to the Band Partners according to their respective interests.

Addition of a Band Partner

Each new Band Partner must agree to be bound by all of the provisions in this Agreement. A new Band Partner has no rights to the Band Partnership property or assets existing at the time of admission to the Band Partnership ("Existing Property") or in any of the proceeds derived from the Existing Property (for example, revenue or royalties generated by recorded compositions, sound recordings, or other materials created prior to the new Band Partner's admission).

Leaving Members

A Band Partner may leave the Band Partnership (a "Leaving Member") voluntarily (by resignation) or involuntarily (by reason of death, disability, or being expelled). A Band Partner who resigns must give thirty (30) days' prior written notice. The Band Partnership will provide thirty (30) days' written notice if it expels a Partner. The Band has, at its option, the right to immediately exclude any expelled partners from live or recorded performances during this 30-day notice period. A Leaving Member is entitled to:

- the Leaving Member's proportionate share of the net worth of the Band Partnership as of the date of disassociation.
- the Leaving Member's share of any royalties, commissions, or licensing fees earned from sound recordings that include the Leaving Member's performance. These payments will be made when actually received by the Band Partnership and after subtracting a proportionate deduction of expenses. The Leaving Member's record royalties will be paid only after the record company has recouped the band's recording costs for the respective recording.

An expelled Partner will be entitled to receive the value of his or her interest in the partnership according to the provisions of this Agreement.

[Check and fill in blank if applicable.]

A Band Partner may be expelled from the Partnership if:



- ☐ the Band Partner seeks protection under the federal bankruptcy code
- ☐ the Band Partner makes an assignment for the benefit of creditors, or
- ☐ _____.

Determination of Net Worth

If the Leaving Member and the Band Partnership cannot agree on the net worth of the Band Partnership, then it will be determined by a mutually agreed-on accountant. The net worth will be determined as of the date thirty (30) days after receiving written notice of leaving, whether voluntary or involuntary. The Leaving Member's share will be paid in installments starting one month after determining the net worth, and the share payments will include interest at the prime interest rate. The share will be payable under one of the following methods:

- If the share is less than \$10,000, it will be paid in 12 monthly installments.
- If the share is more than \$10,000 but less than \$25,000, it will be paid in 24 monthly installments.
- If the share is more than \$25,000, it will be paid in 36 monthly installments.

Notices

All accountings and notices required under this Agreement will be given in writing by personal delivery, mail, or fax at the addresses of the Band Partners set forth below (or at any other addresses designated by a Band Partner).

Band Partnership Bank Account

A Band Partnership bank account may be opened by the Band Partners.

_____ has the right to sign any checks drawn on the Band Partnership bank account, endorse checks for deposit, or make any withdrawals from the Band Partnership bank account.

Mediation and Arbitration

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-on mediator in _____. Any costs and fees other than attorneys' fees will be shared equally by the parties. If it is impossible to arrive at a mutually satisfactory solution within a reasonable time, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis pursuant to:

[Check one]

- ☐ the Commercial Arbitration Rules of the American Arbitration Association, or
- ☐ the rules of _____.

Any decision or award as a result of any arbitration proceeding will include the assessment



of costs, expenses, and reasonable attorneys' fees and a written determination by the arbitrators. Absent an agreement to the contrary, any such arbitration will be conducted by an arbitrator experienced in music industry law. An award of arbitration is final and binding on the Band Partners and may be confirmed in a court of competent jurisdiction. The prevailing party has the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this agreement.

General Clauses

This Agreement may not be amended except in a writing signed by all Band Partners. No waiver by any Band Partner of any right under this Agreement will be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted to best carry out the intent of the parties. This Agreement is governed by and interpreted in accordance with the laws of _____. The provisions of this Agreement are binding on the successors and assigns of the Band Partners. In the event of any dispute arising from or related to this Agreement, the prevailing party is entitled to attorneys' fees.

Signatures

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND HAVE BEEN ADVISED OF MY RIGHT TO SEEK INDEPENDENT LEGAL REPRESENTATION REGARDING THIS AGREEMENT.

Band Member Signature

Address: _____

Date: _____

Soc. Sec. #: _____

Band Member Signature

Address: _____

Date: _____

Soc. Sec. #: _____

