

(Abbreviated) Band Partnership Agreement

Band Partners

Names of band members ("Band Partners"): _____.

Partnership Name

The Band Partners establish themselves as a general partnership (the "Band Partnership") known as the _____.

Band Name

The Band Partnership will do business under the name _____ (the "Band Name"). Each Band Partner acknowledges that *[check appropriate box]*:

- ☐ Band Partners who leave the band will have no interest in the Band Name.
- ☐ No individual member will have a right to use the Band name in the event the band breaks up.
- ☐ The Band Name is the exclusive property of _____.

Profits and Losses

The Band Partners will share equally in 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 (for example, reasonable salaries, rent, promotional costs, travel costs, office expenditures, telephone costs, and accounting and legal fees), these payments will be distributed in cash to the Band Partners.

Partnership Voting

| <i>[Check either "unanimous vote" or "majority vote" for each issue]</i> | <i>Unanimous Vote</i> | <i>Majority Vote</i> |
|---|---------------------------|--------------------------|
| Expelling a Band Partner (vote does not include party to be expelled; otherwise unanimous) | <input type="checkbox"/> | <input type="checkbox"/> |
| Admission of a new Band Partner | <input type="checkbox"/> | <input type="checkbox"/> |
| Entering into any agreement that binds the Band Partnership for more than one year | <input type="checkbox"/> | <input type="checkbox"/> |
| Dissolving the Band Partnership | <input type="checkbox"/> | <input type="checkbox"/> |

Tie-Breaker *[optional]*

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

Addition of a Band Partner

Each new Band Partner must agree to be bound by all of the provisions in this Agreement.

The addition of a new Band Partner will not end the Partnership, which will remain in full force.

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 Leaving Member is entitled to a proportionate share of the net worth of the Band Partnership as of the date of leaving, and to the Leaving Member's share of any future royalties or 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. If a member leaves, the Band Partnership will remain in full force among the remaining members.

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 attorney fees will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis under the Commercial Arbitration Rules of the American Arbitration Association, or the rules of _____.

Amendments

This Agreement may not be amended except in a writing signed by all Band Partners.

Band Member Signature: _____

Address: _____

Date: _____

Soc. Sec. #: _____

Band Member Signature: _____

Address: _____

Date: _____

Soc. Sec. #: _____