

**BAND PARTNERSHIP AGREEMENT**  
**(SAMPLE TEMPLATE)**

THIS BAND PARTNERSHIP AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the following individuals, referred to herein as the “Band Members”:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

**1. Nature of Business.** The partners listed above hereby agree that they shall be considered partners in business for the following purpose: \_\_\_\_\_ [If a general band agreement, state ‘music composition, performance, recording and distribution’; if the agreement is for a single purpose such as to record one particular CD or soundtrack, you can state that here]

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**2. Name.** The partnership shall be conducted under the name of \_\_\_\_\_ [BAND NAME] \_\_\_\_\_ and shall maintain offices at [ADDRESS – YOU WILL NEED AN ADDRESS FOR BUSINESS PURPOSES; THIS CAN BE THE HOME ADDRESS OF ANY OF THE BAND MEMBERS].

Name ownership: The name of the band shall be deemed to be owned by:

\_\_This partnership; upon the withdrawal of any one band member from this partnership, no one shall be authorized to utilize the band name in any way include performing or recording.

OR

\_\_The majority of the band members who formed the initial members of this partnership, who may continue to use the band name including for performing or recording after any individual or minority number of band members have withdrawn from the partnership.

OR

\_\_The majority of the band members as this partnership is constituted at the time any individual or minority number of band members withdraw; such then-existing majority may continue to use the band name including for performing or recording after any individual or minority number of band members have withdrawn from the partnership.

OR

\_\_(NAME), who shall have the exclusive and continuing right to utilize the name including for performing and recording, alone or with any other person or persons, irrespective of whether this partnership continues or any band member withdraws from this partnership.

**[NOTE: You may wish to consult an attorney regarding trademark law before you decide on a name or make decisions about name ownership; discuss with the attorney whether or not it makes sense to register your band name as a trademark. You should also consult your state “DBA”/trade name registry to make sure the name you select is available, and register that name.]**

**3. Day-To-Day Operation.** The partners shall provide their full-time services and best efforts on behalf of the partnership. No partner shall receive a salary for services rendered to the partnership. Each partner shall have equal rights to manage and control the partnership and its business. Should there be differences between the partners concerning ordinary business matters, a decision shall be made by **[unanimous vote. OR, if your band prefers you can state by majority vote, or by whatever other decision-making method you prefer.]**

The partners will elect one of the partners to conduct the day-to-day business of the partnership (making bank deposits, writing checks); however, no partner shall be able to bind the partnership by act or contract to any liability exceeding \$ \_\_\_\_\_ without the prior written consent of each partner.

### **3.A. Booking Decisions:**

Booking decisions shall be made as follows:

[Here you should set out your band’s booking process. Is one member to act as the booking agent? Will you hire a booking agency? Should all band members try to book the band? Does the band need to vote on whether or not to accept gig offers, or can one band member commit the band to that performance? Will you keep a black-out dates calendar so that the booking partner or agent

knows which dates to avoid in booking gigs? Will the whole band perform every gig, or can subsets of the band take gigs in the band's name (members performing as a duo or trio at low-paid or small gigs)? Is there a minimum fee you'll accept to perform? Are there certain types of venues you'll avoid?]

### **3.B. Management of Intellectual Property:**

Intellectual property of the band shall be managed as follows:

\_\_\_ Copyright including all reproduction and recording rights to all musical compositions including music and lyrics as well as sound recordings and related video recordings created by any band member or band members during the life of this partnership shall be owned by the partnership, and copyright registrations shall be in the name of the partnership. Songwriting credit shall be to this Partnership.

OR

\_\_\_ Copyright including all reproduction and recording rights to all musical compositions including music and lyrics as well as sound recordings and related video recordings created by any band member or band members during the life of this partnership shall be owned by the individual band members who contributed to the composition of such music and writing of such lyrics; copyright registrations shall be in the name of that individual band member or band members, and such rights shall continue in accordance with US Copyright Law irrespective of whether this partnership dissolves. Songwriting credit shall be to the respective band member or member(s).

OR

\_\_\_ Ownership of each original song developed by any band member or members for performance or recording by this partnership shall be agreed upon by unanimous vote of all band members prior to the performance or recording of any such song.

OR

[SET OUT YOUR OWN AGREED-UPON METHOD FOR DETERMINATING WHO OWNS MUSIC WRITTEN BY THE BAND OR ITS MEMBERS, AND HOW SONGWRITING CREDITS AND COPYRIGHT REGISTRATION WILL BE DECIDED.]

### **3.C. Recording Decisions.**

[SET OUT HERE HOW THE BAND WILL DECIDE WHETHER, WHEN, AND WHAT SONGS TO RECORD AND RELEASE.]

**[NOTE: YOU MAY WISH TO CONSULT WITH AN ATTORNEY REGARDING COPYRIGHT LAW PRIOR TO MAKING FINAL DECISIONS ABOUT INTELLECTUAL PROPERTY OWNERSHIP FOR YOUR BAND.]**

**4. Capital Contribution.** The capital contribution of each partner to the partnership shall consist of the following property, services, or cash which each partner agrees to contribute:

Name Of Partner:  
Capital Contribution :  
Agreed-Upon Cash % Share:

Name Of Partner:  
Capital Contribution :  
Agreed-Upon Cash % Share:

Name Of Partner:  
Capital Contribution :  
Agreed-Upon Cash % Share:

Name Of Partner:  
Capital Contribution :  
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Capital Contribution :  
Agreed-Upon Cash % Share:

**[NOTE: EACH BAND IS IN A UNIQUE POSITION REGARDING CAPITAL RESOURCES AS WELL AS DISTRIBUTION OF PERCENTAGE OF PROCEEDS. YOUNG START-UP BANDS, OR BANDS OLDER PEOPLE WITH DAY JOBS FORM AS A HOBBY, MAY BEGIN WITH NO CAPITAL, IN WHICH CASE EACH MEMBER'S CAPITAL CONTRIBUTION MAY BE \$1 PLUS SKILL, TALENT AND EXPERTISE. OTHER BANDS HAVE ONE MEMBER PROVIDING A SIGNIFICANT AMOUNT OF FUNDING, EITHER THROUGH PERSONAL RESOURCES OR SUPPORT OF FAMILY OR OTHER BACKERS. IN OTHER PROFESSIONAL MUSIC ENSEMBLES, EACH MEMBER CONTRIBUTES START-UP MONEY FOR EQUIPMENT AND MARKETING COSTS JUST AS ONE WOULD WHEN OPENING A STORE OR A CONSULTING FIRM. IT IS IMPORTANT TO TALK ABOUT THIS UP FRONT, AND NOT GET INTO A SITUATION WHERE ONE BAND MEMBER IS ALWAYS PAYING THE**

**EXPENSES BY DEFAULT OR BY A POSSIBLY MISGUIDED PERCEPTION THAT THEY HAVE GREATER RESOURCES.]**

The partnership shall maintain a capital account record for each partner; should any partner's capital account fall below the agreed to amount, then that partner shall (1) have his share of partnership profits then due and payable applied instead to his capital account; and (2) pay any deficiency to the partnership if his share of partnership profits is not yet due and payable or, if it is, his share is insufficient to cancel the deficiency.

**4.A. Partnership Assets.**

**[YOU WILL NEED TO DECIDE HOW BAND ASSETS LIKE A WEBSITE, YOUTUBE CHANNEL, ACCOUNTS AT STREAMING AND HOSTING SERVICES LIKE SOUNDCLOUD OR BANDCAMP, SUBSCRIPTIONS TO COMPOSITION AND EDITING SOFTWARE, ARE ACQUIRED AND PAID FOR, WHO CAN ACCESS THEM, AND WHO OWNS THEM. YOU CAN PAY FOR THEM OUT OF GIG AND SALES MONEY IN THE BAND BANK ACCOUNT, OR MEMBERS CAN MAKE CAPITAL CONTRIBUTIONS TO FUND AT LEAST THE START-UP OF THESE ASSETS.]**

**5. Profits and Losses.** The profits and losses of the partnership shall be divided by the partners according to a mutually agreeable schedule and at the end of each calendar year according to the proportions listed above.

**5.A. Band Fund; Expenses.**

The partnership shall maintain a bank account into which all proceeds including royalties, performance fees, licenses, and proceeds from sale of merchandise shall be deposited ("the band fund").

Partnership expenses shall be paid from the band fund prior to payment of any individual expenses or profit distribution. Unless precluded by the necessity to pay partnership expenses, ten percent (10%) of all partnership proceeds shall remain in the band fund undistributed as savings for travel, recording, and other anticipated future partnership expenses. The band may, by unanimous vote of its members, increase this percentage of set aside for future expenses.

After payment of partnership expenses and setting aside 10% of proceeds for future expenses, band members may, to the extent fund allow and with approval of a majority of the band members, receive reimbursement from the partnership of reasonable expenses related to band business (for example, gas money, replaceable equipment for collective use bought out-of-pocket, hotel bills).

With prior approval of a majority of the band members, any band member who has expended disproportionate amounts of time conducting band business – for example, booking, maintaining the website, arranging studio time – may also be stipended for that time in an amount so approved.

After dispersal of expenses and stipends as described in this section, remaining profits shall be dispersed in the percentage shares described above.

**6. Term/Termination of Agreement.** The term of this Agreement shall be for a period of \_\_\_\_ years, unless the partners mutually agree in writing to a shorter period. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share.

**7. Disputes.** This Partnership Agreement shall be governed by the laws of the State of \_\_\_\_\_. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

**8. Withdrawal/Death of Partner/Partner Termination.** In the event a partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name.

A withdrawing partner shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire. No partner shall transfer interest in the partnership to any other party without the written consent of the remaining partner(s).

The remaining partner(s) shall pay the withdrawing or retiring partner, or to the legal representative of the deceased or disabled partner:

- (a) the sum of the dollar value of his or her capital account,
- (b) any unpaid loans due him or her,
- (c) his or her proportionate share of accrued net profits remaining undistributed in his capital account, if any, and
- (d) a sum to be voted unanimously by the remaining partners representing his or her contribution to the intellectual property and value of the partnership.

No value for good will shall be included in determining the value of the partner's interest.

A band member who withdraws, retires, is terminated, or dies, relinquishes all right and interest in any and all assets and property, including all intellectual property of the partnership, excluding only such intellectual property as, pursuant to this Agreement, is owned individually by that band member.

A band member who withdraws, retires, is terminated, or dies shall not interfere with, dissuade or disparage the partnership comprised of the remaining members including any new members, and shall not interfere with, dissuade or disparage the partnership's performances or production and distribution of intellectual property.

A band member's status as a partner in this partnership may be terminated by unanimous vote of all remaining band members, for good cause stated, such good cause to include, but not be limited to: unlawful or dangerous behaviour, theft or misappropriation of band funds or property including the band

name, disparagement of the band, interference or disparagement of band business, performance or intellectual property, and public circumstances that tarnish the professional reputation of the band.

**9. Addition of Partners.** New partners may be added to this partnership by unanimous vote of all then-existing band members, with the consent of the new partner indicated by signing of a facsimile of this partnership agreement. The then-existing band members, in voting to add a new partner, shall denote the capital contribution of the new member, and may limit the percentage of share of the new member for such period of time, or under such terms indefinitely, as may be appropriate based upon the relative shared experience and contribution to band assets including intellectual property of the then-existing band members.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

\_\_\_\_\_  
Name:  
Partner

\_\_\_\_\_  
Name:  
Partner

\_\_\_\_\_  
Name:  
Partner

\_\_\_\_\_  
Name:  
Partner

\_\_\_\_\_  
Name:  
Partner

