

BAND PARTNERSHIP AGREEMENT

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This Band Partnership Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and among the following individuals (each a "**Member**" and together the "**Members**"), who perform together as the musical group known as [BAND NAME] (the "**Band**");

- [MEMBER 1 LEGAL NAME], residing at [ADDRESS]; - [MEMBER 2 LEGAL NAME], residing at [ADDRESS];
- [MEMBER 3 LEGAL NAME], residing at [ADDRESS]; and - [ADD ADDITIONAL MEMBERS AS NEEDED].

Recitals. The Members perform, record, and conduct business together as the Band and wish to set out how they will share income, make decisions, own the Band's name and creative work, and handle a Member's departure. The Members intend this Agreement to govern their relationship as [a general partnership / a member-managed limited liability company, if formed]. In consideration of the mutual promises below, the Members agree as follows.

1. Formation and Purpose

1.1 Formation. The Members form a [general partnership / other entity, if applicable] under the laws of the State of [STATE] to carry on the business of the Band. If the Members later form an entity such as an LLC, this Agreement will be read together with that entity's governing documents, which control on any conflict.

1.2 Purpose. The Band's purpose is to write, rehearse, record, perform, and commercially exploit music and related merchandise and content, and to conduct any lawful activity related to the Band's career.

1.3 Name. The Band will operate under the name [BAND NAME] and any variations or logos the Members adopt (collectively, the "**Band Name**").

1.4 Term. The Band continues until dissolved under Section 9. This Agreement applies for as long as two or more Members continue the Band.

2. Capital, Income, and Expenses

2.1 Band income. "**Band Income**" means all gross revenue earned by or on behalf of the Band, including performance fees, merchandise sales, sponsorships, and the Band's share of recording and touring income, but excluding income that belongs to an individual Member under Section 4 or 5.

2.2 Splits. After payment of Band Expenses, Band Income is divided among the Members in the following shares: [e.g. equally / Member 1: __%, Member 2: __%, etc. — must total 100%].

2.3 Band expenses. "**Band Expenses**" means the Band's reasonable, documented business costs (such as rehearsal space, equipment, travel, promotion, commissions to managers and agents, and professional fees). Band Expenses are paid from Band Income before any distribution.

2.4 Capital contributions. Each Member's initial contribution (cash or equipment) is listed on [SCHEDULE A / below]. Personally owned instruments and gear remain the property of the contributing Member unless

transferred to the Band in writing.

2.5 **Band account.** The Members will maintain a [bank account / accounting system] for the Band. Withdrawals over [AMOUNT] require the approval of [a majority / [NUMBER]] Members.

3. Decision-Making

3.1 **Ordinary decisions.** Day-to-day decisions are made by [a majority of the Members / a designated Member or manager].

3.2 **Major decisions.** The following require the approval of [all / a [NUMBER]/[NUMBER] supermajority of] Members: signing a recording, publishing, management, or agency agreement; admitting or removing a Member; selling or licensing the Band Name; taking on debt over [AMOUNT]; and dissolving the Band.

3.3 **Deadlock.** If the Members cannot agree on a major decision, they will first attempt mediation under Section 10 before pursuing any other remedy.

3.4 **Meetings and records.** The Members will meet as needed and keep reasonable records of decisions involving Band Income, contracts, and membership changes.

4. Songwriting and Publishing

4.1 **Songwriting credit.** Songwriting and publishing rights belong to the Members who actually wrote a given song, in the shares they agree on a per-song basis (a "split sheet"). Songwriting income is separate from Band Income and is not shared equally unless the writers agree.

4.2 **Default split.** If the writers of a song do not record a split sheet, the song's writing credit is presumed shared [equally among the contributing writers / as the Members otherwise agree], subject to correction by a later signed split sheet.

4.3 **Use by the Band.** Each songwriting Member grants the Band a non-exclusive license to perform and record that Member's songs as part of the Band's catalog for as long as the Member remains in the Band, on terms the Members agree.

5. Master Recordings and Merchandise

5.1 **Ownership of Band recordings.** Master recordings created by the Band during membership are owned by the Members collectively in proportion to their splits under Section 2.2, unless a recording agreement with a third party provides otherwise.

5.2 **Merchandise and content.** Merchandise, logos, photographs, and content created for the Band are Band property, and income from them is Band Income.

5.3 **Licensing of Band assets.** Licensing the Band Name, master recordings, or logos to a third party is a major decision under Section 3.2.

6. The Band Name

6.1 **Joint ownership.** The Band Name is owned jointly by the Members who are members as of the Effective Date and any later-admitted Members, in equal shares, regardless of income splits, unless the Members agree otherwise in writing.

6.2 **Use after departure.** A Member who leaves the Band may not use the Band Name to perform or record without the written consent of the remaining Members. The remaining Members may continue to use the Band

Name if at least **[NUMBER, e.g. 2 / a majority of the original]** Members remain.

6.3 **Dissolution of the Band Name.** If the Band fully dissolves, use of the Band Name after dissolution requires the consent of **[all former Members / a majority]**, or the Band Name will be retired.

7. Membership Changes

7.1 **Admitting a Member.** A new Member may be admitted only by the approval required for a major decision and by signing a joinder to this Agreement. The new Member's income split and rights are set at admission.

7.2 **Departure.** A Member may leave the Band on **[NUMBER]** days' written notice. On departure, the leaving Member is entitled to their accrued share of Band Income through the departure date and their proportionate interest in jointly owned master recordings, but loses the right to future Band Income and to use the Band Name except as provided in Section 6.

7.3 **Removal.** A Member may be removed for **[material breach, repeated failure to perform, or conduct that materially harms the Band]** by the approval required for a major decision (excluding the affected Member from the vote).

7.4 **Buyout of departing share (optional).** **[OPTIONAL: The remaining Members may purchase a departing or removed Member's interest in the Band Name and future catalog for [AMOUNT or a formula], payable over [NUMBER] months.]**

8. Representations and Conduct

8.1 **Good faith.** Each Member will act in good faith and in the best interest of the Band and will not take Band opportunities for personal gain without disclosure and approval.

8.2 **Outside activity.** A Member may pursue solo or side projects, provided they do not use the Band Name or Band assets without approval and do not materially interfere with the Member's Band obligations.

8.3 **Authority to bind.** No Member may sign a contract binding the Band, incur Band debt over **[AMOUNT]**, or pledge Band assets without the approval required under Section 3.

9. Dissolution

9.1 **Events of dissolution.** The Band dissolves on the approval required for a major decision, when fewer than two Members remain, or by operation of law.

9.2 **Winding up.** On dissolution, the Members will pay Band Expenses and debts, then distribute remaining Band assets and Income according to the splits in Section 2.2. Jointly owned recordings and the Band Name are handled under Sections 5 and 6.

9.3 **Continuing income.** Income earned after dissolution from recordings and works created before dissolution continues to be divided according to the applicable splits and split sheets.

10. Dispute Resolution and General Provisions

10.1 **Good-faith resolution.** Before filing suit, the Members will attempt in good faith to resolve any dispute through discussion and then **[mediation in [COUNTY, STATE]]** within **[NUMBER]** days of written notice of the dispute.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Members submit to the exclusive jurisdiction of the state and federal

courts located in [COUNTY, STATE].

10.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.4 **Entire agreement; amendment.** This Agreement is the entire agreement among the Members on its subject and supersedes prior discussions. It may be amended only by a writing signed by all then-current Members.

10.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Member's failure to enforce a provision is not a waiver.

10.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the Effective Date.

MEMBER 1

Signature: _____

Printed name: [NAME]

Title: [N/A]

Date: _____

MEMBER 2

Signature: _____

Printed name: [NAME]

Title: [N/A]

Date: _____

MEMBER 3

Signature: _____

Printed name: [NAME]

Title: [N/A]

Date: _____

MEMBER 4

Signature: _____

Printed name: [NAME]

Title: [N/A]

Date: _____

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