BAND PARTNERSHIP AGREEMENT

This Band Partnership Agreement (this "Agreement") takes effect on _____. It is made by the musicians who sign it (each a "Member"), who perform together as _____ (the "Band"), based in _____.

1. THE BAND

The Band is (check one): [ ] a general partnership formed by the Members under the law of the State of _____; [ ] a general partnership until the Members form a limited liability company by _____, when they will sign an operating agreement carrying over these terms and move the Band's name, equipment, recordings and accounts into it; [ ] an informal band with no business entity (if the Band carries on a business for profit, the law may treat the Members as partners whatever they intend).

Under partnership law, partners are generally liable jointly and severally for the partnership's debts. Among themselves, the Members bear Band debts and losses in proportion to their Income Shares.

2. MEMBERS AND INCOME SHARES

1. Name: _____. Role: _____. Income Share: _____%.

2. Name: _____. Role: _____. Income Share: _____%.

3. Name: _____. Role: _____. Income Share: _____%.

4. Name: _____. Role: _____. Income Share: _____%.

5. Name: _____. Role: _____. Income Share: _____%.

The Income Shares add up to 100%. The Members will sign an updated list whenever a Member joins or leaves or a share changes.

3. INCOME, EXPENSES AND PAYOUTS

Band Income is all money received for the Band's work, such as show fees, merchandise, recordings, streams, licensing and sponsorships. It does not include songwriting and publishing income or a Member's outside work.

Band Income pays the Band's expenses first, then keeps a reserve of $_____. What is left (Net Income) is paid to the Members by Income Share (check one): [ ] within 7 days after each show; [ ] monthly; [ ] quarterly.

Band money is kept in an account in the Band's name. Payments may be made by (check one): [ ] any Member; [ ] two Members together; [ ] only the treasurer, _____. No single expense over $_____ without a Majority Vote. Every Member may inspect the Band's records.

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4. DECISIONS

Votes are counted (check one): [ ] one vote per Member; [ ] weighted by Income Share. Ordinary business is decided by Majority Vote.

These need every Member's written approval: changing this Agreement or any Income Share, adding a Member, dissolving the Band, and _____.

5. EQUIPMENT

Equipment bought with Band money belongs to the Band. Equipment a Member brings or buys with the Member's own money stays that Member's.

Item: _____. Owned by: _____.

Item: _____. Owned by: _____.

6. BAND NAME, SONGS AND RECORDINGS

The Band Name, logo, website and social media accounts belong to the Band. A Member who leaves gives up the name, and the remaining Members keep it. If the Band breaks up (check one): [ ] no one may use the name without every former Member's written consent; [ ] more than half of the former Members who keep performing together may keep it.

Songs (check one): [ ] belong to their writers in the shares they agree in a signed split sheet; [ ] are shared equally by all Members. Songwriting and publishing income is not Band Income. Song: _____. Writers and shares: _____.

Band Recordings belong to the Band. A Member who leaves (check one): [ ] keeps an Income Share of net income from recordings made while a Member; [ ] gives up further recording income.

7. LEAVING, REMOVAL AND NEW MEMBERS

A Member may leave on _____ days' written notice and will play shows already booked. A Member may be removed by the vote of (check one): [ ] all the other Members; [ ] a majority of the other Members.

A Leaving Member receives the Member's share of Net Income earned through the leaving date and (check one): [ ] an Income Share of Band cash plus the value of Band equipment, less debts; [ ] an Income Share of Band cash, less debts; [ ] nothing more. The Band Name and recordings are not part of a buyout.

A new Member joins only with every Member's approval and a signed joinder setting the new Member's Income Share.

8. DISSOLUTION, DISPUTES AND GENERAL TERMS

The Band dissolves by agreement of all Members, when only one Member remains and does not continue the Band, or by court order. Debts are paid first, then Member loans, and the rest is shared by Income Share.

Disputes go first to good-faith discussion, then mediation, then (check one): [ ] court; [ ] binding arbitration.

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The law of the State of _____ governs this Agreement. It is the entire agreement, can be changed only in a writing signed by all Members, and may be signed in counterparts and electronically. Additional terms: _____

SIGNATURES

Member

Signature: _____ Date: _____

Printed Name: _____

Member

Signature: _____ Date: _____

Printed Name: _____

Member

Signature: _____ Date: _____

Printed Name: _____

Member

Signature: _____ Date: _____

Printed Name: _____

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