**Band Partnership Agreement**

This Band Partnership Agreement (“Agreement”) is made this [*insert date*] (“Effective Date”), by and between:

[Partner 1] of [address]

[Partner 2] of [address]

[Partner 3] of [address]

[Partner 4] of [address]

(collectively referred to as "Band," individually referred to as "Partners").

1. **Band Partnership Name.** The Partners shall establish themselves as a general partnership (the "Band Partnership") known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ governed under the laws of [*insert state name*]. The Band Partnership Name is trade name belonging to the partnership, and no Partners shall be entitled to use the name individually without the express, written consent of the Band Partnership. The individual Partners shall have no right to use the Band Partnership Name after the termination of the partnership unless otherwise agreed to in writing by all Partners.
2. **Place of Business:** The principal office and place of business of the Band Partnership shall be located at such place as the Partners may from time to time designate.
3. **Term:** The Band Partnership will commence on the Effective Date and will continue until it is ended according to this Agreement.
4. **Band Name.** The Band Partnership will do business under the name \_\_\_\_\_\_\_ \_\_ \_\_\_ \_\_\_ (the "Band Name"). The Band Name belongs to the partnership, and Partners shall not be permitted to use the name independently without the written consent of the Band Partnership. The Band owns the following Band domain name: \_\_\_\_ \_\_\_
5. **Ownership.** Each Partner acknowledges that the Band Name, Band domain name and logo are the exclusive property of the Band Partnership and not owned by any Partner. Unless authorized in writing, departing Band Partners will have no interest whatsoever in the Band Name, domain name, and logo, apart from the right to be known as an ex-member of the Band. If the Partnership dissolves, no Partner will have the right to use the Band Name, Domain Name, and Logo.
6. **Purpose.** The purpose of the Partnership is for the Partners to engage in entertainment, amusement, music, recording and publishing. In order to fulfill the Band Partnership purposes, each Band Partner will contribute musical entertainment services to the Band Partnership. The Partners shall render their services in the entertainment field on an exclusive basis to the Partnership during the Term of this Agreement. Each partner agrees to devote his entire time and attention to the affairs of the partnership and to fully perform any and all activities unanimously agreed upon by the Band.
7. **Warranties.** Each Band Partner warrants that each Band Partner is free to enter into this Agreement, is under no restriction that will interfere with this Agreement, will not do anything 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 Partners, and will refrain from activities that could prohibit The Band from fulfilling its purposes.
8. **Indemnification.** Each Partner indemnifies the other Partners from all claims, demands, and actions from any breach of this agreement.
9. **Profits and Losses.** Unless agreed upon otherwise in writing by the Partners, the Partners will share equally in all payments that are paid to the Band Partnership or to any Partner as a result of Band Partnership activities, after deducting Band Partnership expenses (rent, touring costs, etc.) Payments will include all income, commissions, royalties, bonuses. Should any Partner bear an unequal share of financial obligations of the Partnership, such Partner will be entitled to a reimbursement from the other Partners.
10. **Ownership of Compositions.** The Band Partnership will create a 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 co written in whole or in part by one or more 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. Revenue from the Band Partnership Publishing Company will be will be distributed equally among the band members.
11. **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.
12. **New Members.** A new Partner may be admitted into the Band Partnership with the unanimous written consent of the Partners. Each new Partner agrees to all of the provisions in this agreement. A new Band Partner has no rights to the Band Partnership property, assets, or revenue created previous to new Band Partner’s admission.
13. **Leaving Member.** A Partner may be expelled out of the Band Partnership with the unanimous written consent of the other Partners. A Partner may leave the Band Partnership voluntarily (by resignation) or involuntarily (by reason of death, disability, or being expelled). This Partner is entitled to a proportionate share of the net worth of the Band Partnership as of the date of leaving, any share of royalties, commissions, or licensing fees earned from sound recordings that include the Leaving Member's performance The Leaving Member's interests in the Band Partnership Publishing Company will only extend to those Recorded Compositions which the Leaving Member was directly a part of. The Leaving Member will receive semiannual payments with respect to any income gained on said recordings.
14. **Unanimous Consent.**
15. Addition of Band Partners.
16. Expelling Band Partners.
17. Making amendments on this agreement.
18. Any expenditures in excess of $\_\_\_ \_\_\_\_.
19. Borrowing money in the Band Partnership’s name.
20. Selling, leasing, or transferring any Band Partnership property.
21. Entering into agreement that binds the Band Partnership for more than one year.
22. Check-signing rights.
23. Dissolving the Band Partnership.
24. **Majority Voting.** Any matters that require a majority vote shall be listed here and a 2/3 affirmative vote will be required to adopt any Partnership decision.

a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Meetings of partners.** Upon reasonable notice, a majority of the Partners may, from time to time, elect to call a meeting of the Partners at any reasonable time at the Partnership’s principal place of business. In such event, any and all expenses incurred by the Partners in attending such meeting shall be borne solely by each said Partner unless a majority of the Partners agree otherwise.
2. **Books 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. The fiscal year of the Partnership shall be determined by the Partners after consultation with the Partnership’s accountants.
3. **Bank Accounts**.A Band Partnership bank account may be opened by the Band Partners. A unanimously selected individual or individuals 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.
4. **Dissolution of Band Partnership.** This Agreement shall terminate, and the Partnership shall be dissolved, upon the written agreement of all of the Partners to dissolve the Partnership or by operation of law.
5. Upon termination of the Partnership, the Partnership’s income and assets shall be collected and liquidated and used to pay off debts of the Partnership to those outside of the partnership. The debts of individual Partners will be paid off after this. Any monies remaining shall be divided equally amongst the Band Partners.
6. The Band Partnership will designate an individual (for example, an accountant) to collect and distribute future royalties and distribute them to the Partners.
7. **Miscellaneous.**
   1. **Notices.** All accountings and notices required to be given by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at the respective addresses of the Partners set forth above, or at such other addresses as may be designated in writing by registered mail by any Partner. Notice given by mail or by telegram shall be deemed given on the date of mailing thereof or on the date of delivery of such telegram to a telegraph office, charges prepaid.
   2. **Successors and Assigns.** Subject to the restrictions on assignments set forth in this Agreement, the provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Partnership.
   3. **Severability.** If any term, provision, covenant or condition of this Agreement is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
   4. **Entire Agreement.** This Agreement contains the entire agreement between the Partners and shall act to supersede all prior oral and written agreements, understanding, commitments and practices between the Partners, collateral or otherwise, including all prior employment agreements, whether or not fully performed by the Partners before the date of this Agreement. It is expressly acknowledged that this Agreement supercedes any other prior agreements between the Partners, whether oral or written, which are from this date forward null, void and of no effect. No amendments to this Agreement may be made except by a writing signed by both of the Partners.
   5. **Gender.** Wherever required in this Agreement, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter.
8. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert name of state], without regard to that State’s choice of law provisions. In the event of any action, arbitration, suit or proceeding arising from or under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs of said action, suit, arbitration or proceeding. Each Partner acknowledges that he has consulted with legal counsel of his choice with respect to the contents of this Agreement prior to execution hereof, and has been advised by such counsel with respect to the meaning and consequences hereof. This Agreement cannot be changed, rescinded or terminated except by a writing signed by each of the Partners. The titles of the clauses of this Agreement are for convenience only, and shall not in any way affect the interpretation of any clauses of this Agreement or of the Agreement itself.
9. **Mediation; Arbitration.** If a disagreement arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator. Any costs and fees other than attorney fees will be shared equally by the parties. If it proves impossible to arrive at a equally acceptable resolution, 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.

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Partner 1 Signature/Date Partner 2 Signature/Date

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Partner 3 Signature/Date Partner 4Signature/Date