

BAND-GROUP PARTNERSHIP AGREEMENT

This Agreement is entered into on _____, 20__ in the state of _____ and is by and between the individuals hereinafter listed for the purposes of forming a partnership for the advancement of the career of _____. Such Partners, as listed below, shall be also referred to as original members.

Partners:

Name Address

Name Address

Name Address

Name Address

1. **NATURE OF PARTNERSHIP.**

The nature of the partnership is a musical group. The mission of the Partnership is to exploit such musical talents of each member as a group as to generate profits, and to positively promote the image, name, and likeness of the group.

2. **NAME AND LIKENESS.**

The name of the partnership will be _____ (*Name of Band*) hereinafter referred to as "Band". If a Partner, with the exception of _____ (name specific member) shall leave or be cause to leave the Band, Band, Band's name and its likenesses (including but not limited to logos) may survive such departure and continued to be used by a group comprised of _____ and at least one other of the original members.

3. **EARNINGS.**

All profits paid to Band as a result of performances, merchandise sales, CD sales, and other employment efforts shall be divided as follows:

_____ % to _____

_____ % to _____

_____ % to _____

_____ % to _____

Such profits derived from publishing, royalties, or other songwriting efforts from individuals shall not fall under this Agreement and shall remain the property of the individual publisher or copyright holder.

4. **CONTROL.**

Unless otherwise stated within this Agreement, all decisions will be made by majority vote. Any deadlocks will be broken by current manager. If no manager is present, then deadlock will be broken by _____. All Partners shall be bound by such results.

5. **CONTRIBUTIONS.**

Financial contributions to the partnership will be required of partnership members only after a unanimous vote is reached on both having the contribution and defining its specific amount.

6. **INCURRING EXPENSES.**

Each Partner shall be equally liable for expenses incurred by the Band if no such investor or financial agreement otherwise exists. Expenses greater than \$100 may not be incurred without approval of the majority of the Partners.

7. **PARTNER DISMISSAL.**

Partners may be dismissed from the band by group vote. Each Partner shall have one (1) equal vote. In such an occurrence, _____ shall have two (2) votes. In such decisions, majority shall rule. Any deadlocks shall be broken by band management.

8. **EMPLOYEES/NEW MEMBERS.**

Members shall be voted in by the majority. If appointed at the time, Band manager will break deadlocks. Members that fall under the category of this header, shall be compensated under a separate agreement as agreed upon by Original Members.

9. **AMMENDING THE PARTNERSHIP AGREEMENT.**

The terms of this Agreement may only be amended only by a group vote, with each original member having an equal vote and the majority rules. The group manager will break deadlocks. Such amendments must be in writing and signed by all partners.

10. **VOLUNTARY RESIGNATION.**

This is an "at will" agreement and therefore, a Partner is free to resign at any time with four (4) weeks written notice. Absent such written notice, resigned Partner may be held liable for any damages incurred by band resulting from improper resignation.

11. **DEATH OR DISABILTY.**

In the event of death or disablement of a Partner, such Partner shall be deemed “resigned.” Only those profits earned by the Partners work, but not yet received, shall be deemed payable to the Partner, their heirs, assigns, or estate.

12. **EX-PARTNERS.**

Following dismissal from the partnership, whether voluntary or involuntary, such dismissed Partners their continuing percentage referred to in Section 3 of this Agreement of revenue generated from activities of the partnership in which they participated prior to dismissal. Partner shall not be entitled to any other future revenues.

13. **DIVISION OF ASSETS.**

Unless specified otherwise in this Agreement, upon dismissal from the Band, whether voluntary or involuntary, Partner shall surrender and relinquish all rights to and benefits derived from both the tangible and intangible assets of the Partnership, including but not limited to, the name and likeness of Band as identified in Section 1 of this Agreement, equipment, supplies, vehicles, storages spaces, rehearsal areas, cash, recording agreements, other contracts, and benefits.

Upon involuntarily dismissal from the partnership, such dismissed Partner shall be entitled to their rightful percentage of the current value of the hard assets of the partnership. These hard assets include but are not limited to sound equipment, instruments, vehicles, and cash. The current value of these hard assets will be paid out by the partnership to the ex-member in lump sum at the time of dismissal, unless such lump sum payment financial distress for the partnership-- in which case, the partnership will pay out the current value of the tangible assets over the course of a reasonable period of time with interest on the unpaid balance included. This “reasonable period” will be determined at the time of the firing by balancing the needs of the fired member with the requirement that the partnership not fall into financial distress at any period in time due to the schedule of the pay-outs.

14. **UNDERSTANDING.**

All Partners, by signing this Agreement, agree they fully understand and accept the terms of this Agreement. All Partners, by signing this Agreement, agree to be bound by its terms and claim to be entering this Agreement voluntarily without duress or undue influence.

PARTNERSHIP AGREEMENT ENTERED INTO AND SIGNED:

NAME Date

NAME Date

