

Band Partnership Agreement Checklist

This is a checklist of key deal points and issues in a band partnership agreement. It is not exhaustive. It is not a substitute for legal advice. Every partnership is different in some way. Band partnership agreements are extremely important in clarifying issues and disputes that commonly arise in all bands. You should get competent and specialised legal advice on the subject matter and terms of any agreement before you sign anything. However, this checklist sets out the details and issues you should be on the look-out for.

1 Form of agreement

The partnership arrangement should be in the form of a deed (to ensure enforceability)

2 Band member details

Band Member's Names and addresses (service company?)

3 Legal structure

Partnership, or would a company be a better structure?

If partnership, then define purpose of partnership as accurately as possible.

4 Commencement date and term

How long will the defined term of the partnership be?

(e.g. 1-3 years, then continuing from month-to-month or year-to-year etc.)

5 Band name

a. Who will own band name?

b. Under what conditions can band name be used (only as a whole band?)

6 Finances and assets

a. Capital cash contribution (timing)?

b. Equipment and instruments (ownership, insurance and cost of repair)

i. Define whether value of equipment and instruments will be provided to the partnership as a loan or as a capital contribution

c. Group bank account (signatories to the account)

d. Expenses

e. Copyright ownership

i. Do members keep songwriting copyright separate from the partnership property?

f. Accurate records of ownership, capital contribution, loans.

7 Members

a. Commitments and contributions (recording, writing, performing, touring, business management, creative management, marketing, artwork, PR, etc)

b. Leaving members (notice to leave?) (consider rights to kick-out a band member)

c. New members (change of partnership structure)

d. Solo album arrangements?

e. Pre-existing commitments of band members?

f. Winding up procedure to protect/ enable ongoing band business.

8 Income splits

a. Recording, publishing, merchandise, performance, sponsorship, endorsement (payment in kind?)

b. Will composers in the band share their publishing income (as opposed to copyright) with non-composers? (accounting methods)

c. When are earnings split and paid?

d. Leaving members retain % of income for their contribution (how is this calculated and paid)?

e. What if band breaks-up?

9 Dispute provisions

10 How will a dispute between the parties be resolved?

For further information consult your local Industry Association, Arts Law, or a legal professional.