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Music Law: Managing a Band's Business

A band is a business the moment money, songs, or a name are involved — usually long before anyone in the band thinks of it that way. Four friends rehearse in a garage, write songs together, book a paid show, and split the cash in the driveway. It feels like friendship, not business. Then one member leaves, a song the band wrote together gets interest from someone with money, the venue says the contract named one person as responsible for damage, and suddenly questions nobody ever discussed — who owns the songs? Who keeps the name? Who was supposed to pay the drummer who filled in? — have real money and real hurt attached to them. Most band breakups that turn ugly do not turn ugly over music. They turn ugly over business that was never written down.

This lesson set teaches the business-law basics a band must handle, in plain language: band agreements, splitting money and songwriting credits, copyright in plain terms, contracts with venues and promoters, trademarks for a band name, and getting paid and keeping records. It is education, not advice for your specific situation. Laws differ by place, deals differ by facts, and some decisions — forming a company, registering rights, signing anything long or expensive — deserve a real lawyer who works in music. What this set does is teach you the vocabulary, the questions, and the habits, so that when you sit with a lawyer, a venue, or each other, you know what is actually being decided.

Who does this help? It helps new bands before their first paid show, working bands whose handshake arrangements have outgrown the money now moving, solo artists who hire backing musicians, songwriters who co-write, and the band member everyone quietly expects to "handle the business" without ever being given the tools. If your band has ever said "we'll sort it out later," this set is about what "it" actually is, and how much cheaper and kinder it is to sort out early, in writing, while everyone still likes each other.

Why it matters: writing things down is not distrust. It is the opposite. A short, clear agreement made in a friendly season protects the friendship in a hard season, because nobody has to argue about what was promised — it is on the page, in words everyone chose together. Bands that handle their business early keep making music longer.

What You Will Learn

- Why a band is a business partnership by default, and what a written band agreement should cover
- How to decide and record splits for performance money, recording money, and expenses
- How songwriting credits and publishing shares work, and why to write the split down when the song is written
- What copyright means in plain terms: what it protects, who owns it, and the difference between a song and a recording of it
- How to read a venue or promoter contract: pay, costs, cancellation, equipment, and who is responsible for what

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- What a trademark is, why a band name needs checking before money is spent on it, and what to ask about protecting it
- How to set up getting paid properly: names, invoices, tax paperwork basics, and one band account or ledger
- What records to keep, for how long, and the questions to bring to a music lawyer before signing anything important

Lesson 1 — Band Agreements: Deciding in Writing Before Money Arrives

When people earn money together without forming a company or signing an agreement, the law in many places treats them as a partnership by default — whether they ever used that word or not. A partnership by default comes with rules nobody in the band chose: profits may be treated as shared equally, every partner may be able to bind the group, and every partner can share responsibility for the group's debts. Those default rules might match what your band wants. They often do not. A lead singer who wrote every song, a drummer who joined last month, and a bassist who owns the van and the PA are rarely imagining equal shares of everything — but "rarely imagining" is not a plan. A band agreement replaces defaults and assumptions with decisions the band actually made.

A band agreement is a written document, signed by all members, that answers the questions a band will eventually face. It does not need to be long or full of legal language to be useful, though a lawyer's review makes it stronger. The core questions are these. **Money:** how is income split, and how are shared expenses paid? **Songs:** who is a songwriter on band songs, and how are credits decided? **Name:** who owns the band name, and what happens to it if someone leaves? **Decisions:** what can one member decide alone (accepting a small local show), and what needs a group vote (signing a recording deal, spending over a set amount, adding or removing a member)? **Leaving and joining:** what happens when a member quits or is asked to leave — do they keep a share of past recordings' income, do they take equipment they personally own, can they use the band name? **Equipment:** what is band property, bought with band money, versus personal property on loan to the band? **Ending:** if the band breaks up, how are assets, debts, recordings, and the name handled?

Timing is everything. Write the agreement when the band forms or before the first meaningful money arrives, whichever comes first. An agreement negotiated when there is nothing to fight about takes an afternoon. The same agreement negotiated after a song earns money takes lawyers. If your band has played together for years on handshakes, it is not too late — it is simply more urgent, and you should expect the conversation to need more care and possibly a lawyer's help to record what everyone believes was already agreed.

Keep the agreement alive. Review it when a member joins or leaves, when the band starts earning in a new way (first recordings, first merchandise, first licensing offer), and at least once a year. Store signed copies where every member can reach theirs, and keep a dated record of any changes, signed again. An unsigned draft in one member's drawer is a memory aid, not an

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agreement.

A final plain truth: an agreement cannot save a band whose members will not honor it, and no document replaces basic fairness. What it can do — and does, for working bands everywhere — is prevent the most common disaster: honest people with genuinely different memories of a conversation nobody wrote down.

The Steps

1. Schedule a business meeting separate from rehearsal, with the agreement as the only agenda item.
2. List every member, every role, and everything the band owns or uses together, including equipment bought with band money.
3. Work through the core questions one at a time — money, songs, name, decisions, leaving and joining, equipment, ending — and write down what the band actually decides.
4. Mark any question the band cannot answer confidently with "ask a lawyer," rather than guessing in the document.
5. Have a music lawyer review the draft if the band can afford it, especially the name, songs, and leaving-member sections.
6. Sign and date copies for every member, and store them where all members can access their own copy.
7. Set a review date: on any membership change, any new income type, and at least yearly.

A Worked Example

The Hollow Pines are a four-piece band in their second year, earning modest money from weekend shows. Their business lived in the singer's head: she booked shows, held the money in her personal account, and paid everyone "what seemed fair" after gas. Nobody thought she was dishonest. Everybody felt uneasy, and the unease was starting to leak into rehearsals. The band holds a business meeting with pizza and a notebook. They decide: performance money splits equally after a 10 percent band fund comes off the top for strings, fuel, and repairs; the singer, who does the booking work, gets an extra fixed booking fee the band sets together; songs are credited per the writing session notes they will now keep; the name belongs to the band as a group, and a leaving member does not take it; spending over a set amount needs three of four votes; equipment bought from the band fund is band property, listed in an inventory with photos. They write it in two plain pages, sign all four names, and each member photographs their copy. Three months later the bassist moves away. It is sad, and it is also simple: the inventory says which amp is his, the agreement says he keeps his share of income from recordings he played on, and the name stays with the band. The friendship survives the exit interview because there is barely an interview — the answers were already written.

Common Mistakes

- **Avoiding the agreement because "we trust each other."** Trust is why you can write it easily now. The agreement protects the trust, not replaces it.

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- **Copying a famous band's deal or a random template without understanding it.** Terms that fit another band's life can quietly harm yours. Use templates as checklists of questions, not as answers.
- **Deciding money but forgetting the name, equipment, and leaving rules.** Exits are where undocumented bands bleed. Cover the ending while everyone is friendly.
- **Letting one member hold all money in a personal account with no records.** Even with total trust, separate money and simple records protect that member most of all.
- **Signing and never reviewing.** A band that adds a member, a van, and a record deal has outgrown its first agreement. Review on every change.

Lesson 2 — Splitting Money and Songwriting Credits

Band money arguments almost never start with greed. They start with different invisible ledgers. One member counts the hours they spent booking. Another counts the songs they wrote. A third counts the van they provide free. Everyone feels underpaid because everyone is measuring different work. The cure is to decide, in advance and in writing, how each kind of money is split — because "band money" is actually several different kinds of money, and fair bands often split each kind differently.

Performance money is what the band is paid to play: show guarantees, door splits, festival fees. Many bands split performance money equally among the members who played, after shared expenses and a band fund contribution come off the top. Equal splits honor the truth that a show needs every player on stage. But decide the variations now: What does a fill-in musician get — a fixed fee, or a member share? What if a member misses a show? Does the member who books, drives, or provides the PA get a set extra, decided openly, instead of quiet resentment later?

Recording and song money is different. When a recording earns — streams, downloads, licensing for film or ads, radio — the money follows ownership: who owns the recording, and who wrote the song. This is where songwriting credits matter enormously. A songwriting credit names who wrote the song — the melody and lyrics, in plain terms — and the **publishing share** is how the song's writing income is divided among those writers, usually in percentages that must add to 100. If three members wrote a song together in a room, the split might be equal thirds. If one member brought a finished song the band merely arranged, the split might be entirely that member's. Both can be fair. What is never fair, and never safe, is deciding after the song earns.

So build the habit that working songwriters swear by: **write the split down when the song is written.** Keep a simple song log: title, date, who was in the room, who contributed what, agreed percentages, signed or initialed by the writers. Ten minutes at the end of a writing session prevents the most expensive arguments in music. Note also that arranging, playing brilliantly, or producing a recording does not automatically make someone a songwriter of the underlying song — those contributions are real, and bands can choose to share credit for them, but it is a choice to record, not an assumption to rely on. Decide how your band treats the member who

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suggests the bridge, the producer who reshapes the chorus, the drummer whose beat becomes the hook. There is no universal right answer. There is only your answer, written down while the session's memory is fresh.

Expenses need the same clarity. List what counts as a band expense (fuel to shows, rehearsal space, strings and sticks for band-owned gear, recording costs, artwork, promotion) and what is personal (a member's own instrument upgrades, their own travel choices). Decide the band fund percentage, who can spend from it up to what limit, and how spending is recorded and shown to everyone. Transparency is the whole game: any member should be able to ask "show me the band money" and be shown, quickly, without drama.

Taxes ride along with splits whether the band thinks about them or not. Money paid to the band is income; how it is reported depends on the band's legal setup and each member's situation. The lesson here is simple: splits written down, payments recorded, and a yearly conversation with a tax professional are what keep a fun problem — earning money — from becoming a frightening letter later.

The Steps

1. Name the kinds of money your band receives: performance, recordings, songwriting and publishing, merchandise, licensing, and any other.
2. Decide the split for each kind separately, including fill-in players, missed shows, and extra work like booking or driving.
3. Set the band fund: what percentage comes off the top, what it may pay for, spending limits, and who reports on it and how often.
4. Start a song log today. For every song: title, date, writers present, contributions, agreed percentage split adding to 100.
5. Go back through existing songs and record the splits everyone agrees on, marking any disputed song clearly for a mediated or lawyer-assisted conversation.
6. Record every payment in and out in one ledger that all members can see.
7. Put a yearly tax conversation with a professional on the band calendar.

A Worked Example

Northbound, a trio, writes a song called "Gas Station Roses" during a long rehearsal. The guitarist brought the verses, the singer wrote the chorus melody and all the lyrics in the room, and the bassist rebuilt the bridge and suggested the key change everyone agrees made the song. Under their new habit, they log it that night: guitarist 40 percent, singer 40 percent, bassist 20 percent — a split they choose because the bridge and key change are, to them, writing. All three initial the log. A year later a small licensing opportunity arrives for the song, worth real money. There is no meeting about fairness, no archaeology of memory, no friendship tax. The log speaks, the split is paid as recorded, and the band's only discussion is whether to accept the placement. Contrast their older song, written before the log, where two members remember the writing session differently. That one takes a long, careful conversation — helped by a mediator their lawyer suggests — and the band treats the pain of it as tuition: the log exists so they never

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pay that tuition again.

Common Mistakes

- **One split for every kind of money.** Performance, recordings, and songwriting reward different contributions. Bands that force one split onto all of them breed quiet resentment.
- **Deciding songwriting splits "when it matters."** When it matters is exactly when memories differ and money sharpens them. Decide at the writing session.
- **Percentages that do not add to 100.** It sounds too silly to happen. It happens constantly, and it stalls payments until fixed.
- **Invisible extra work.** Booking, driving, social media, and hauling are real labor. Pay them openly by agreement or rotate them — do not let them accumulate silently.
- **Treating the song log as paperwork for later.** Later is too late. The log is a two-minute habit at the end of the session, while the truth is still in the room.

Lesson 3 — Copyright in Plain Terms

Copyright is the area of music law that sounds most mysterious and is, at its core, a simple idea. Copyright is a set of legal rights that belong to the creator of an original work. It exists to answer one question: who gets to decide how this work is copied, shared, performed, and used — and who gets paid when it is? You do not need to memorize statutes to run a band well. You need a handful of plain concepts, held clearly, and the judgment to ask a lawyer when a real decision depends on the details.

First concept: there are two copyrights in every recorded song. One is the **song itself** — the composition: melody and lyrics, the thing you could sing with just a guitar. The other is the **recording** — the specific captured performance, often called the master: this band, this studio, this take. They can have different owners. A band may own its recordings while a songwriter (perhaps a member, perhaps an outside writer) owns the song. When a recording is streamed, both layers are involved, and money flows along both. Bands get into trouble when they say "we own the song" without knowing which layer they mean. Learn to ask, every time: are we talking about the composition or the recording?

Second concept: copyright generally begins at creation. In many places, an original song or recording is protected from the moment it is fixed in a tangible form — written down, recorded — without anyone filing anything. Registration with a copyright office is a separate step that can strengthen your position, provide a public record, and in some places affects what you can recover if someone infringes. Whether and when to register is a classic "ask a lawyer" question, especially once a song starts earning or traveling. What you should never believe is either myth: that mailing yourself a copy creates strong protection (the old "poor person's copyright" is not a substitute for registration), or that an unregistered work is free for anyone to take.

Third concept: ownership starts with the creators, and contracts move it. The people who write a song own it together, in the shares they agree (see Lesson 2's song log). A recording's ownership depends on who paid, who performed, and what was signed — which is why

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agreements with producers, engineers, session players, and labels matter so much. A producer agreement might give the producer a share of the recording, a fee, both, or neither beyond the fee. A session musician hired for a flat fee with a signed agreement is a clean arrangement; the same musician with no paperwork can become an ownership argument later. Before any recording session, the band should know, in writing: who will own the masters, what each contributor is paid or promised, and what credits will say.

Fourth concept: using other people's work needs permission. Cover songs have established routes for recording and performing them, with fees and rules that vary by use and place — a live cover in a licensed venue is a different situation from recording a cover for sale, which is different again from using someone else's recording sample in your track. Sampling without clearance is one of the most reliably expensive mistakes in music: a song can be pulled down or its income redirected after it succeeds. If your track contains any piece of someone else's recording or composition, stop and get proper advice and permission before release, not after.

Fifth concept: credit, paperwork, and collecting societies. Songwriters earn through collection systems that track performances and uses — which only pay correctly when the song is registered with correct writer names and splits. Sloppy credits are not a vanity issue; they are a payment issue. Keep writer legal names (not just stage names), splits, and contact details accurate everywhere: the song log, distributor metadata, and society registrations must match.

This lesson is a map, not the territory. Copyright rules differ between countries, and the facts of who did what in which session matter. The band that thrives is not the one that memorized the law — it is the one that kept clean logs, signed simple agreements with contributors, asked before using others' work, and brought a lawyer in early when a song began to matter.

The Steps

1. For each band song, list in the song log both layers: who owns the composition shares, and who owns (or will own) the recording.
2. Before recording, agree in writing with every producer, engineer, and session player: fee or share, ownership, and credit wording.
3. Keep writer legal names, splits, and contact details identical across the song log, distributor metadata, and any society registrations.
4. Flag any track that uses a sample, a cover, or outside writing, and get permission and advice before release.
5. Ask a music lawyer whether and when to register your key songs and recordings, especially once income starts.
6. Store session agreements, logs, and registration confirmations in the band's records folder, accessible to all members.
7. Teach every new member the two-copyrights idea in their first month, so the whole band speaks the same language.

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A Worked Example

The band June Hollow records an EP in a friend's home studio. The friend engineers and also plays keyboards on two tracks and co-writes one chorus. Because the band read their own notes first, the conversation happens before the sessions: the friend is paid a set fee for engineering, receives a stated small share and a credit for the one song he co-wrote (entered in the song log that day), and the band owns the masters, which the one-page signed agreement says plainly. Files, stems, and session notes are delivered to the band's drive, not left only on the friend's computer. A year later one track is picked up for a local advert. The buyer asks who owns the recording and the song, and June Hollow answers in one email with documents attached. The deal closes in days. A neighboring band, offered the same advert, spends those days arguing with a former producer about whether he "was always a part-owner." Clean paperwork did not just prevent a fight — it made the band look like professionals to a buyer, which is itself worth money.

Common Mistakes

- **Saying "we own it" without naming which copyright.** Composition and recording are different assets with different owners. Confusing them corrupts every deal built on top.
- **No paperwork with producers and session players.** Friendship plus memory is the standard recipe for ownership disputes. One signed page, made kindly and early, is the cure.
- **Sampling or covering first and asking later.** Permission after release is more expensive, sometimes impossible, and can end with the track removed.
- **Inconsistent credits across systems.** A split that says 40/40/20 in the log and "equal shares" at the distributor creates payment chaos that takes months to unwind.
- **Believing registration myths in either direction.** Neither a mailed envelope nor "it's online so it's free" reflects how protection actually works. Ask, then act.

Lesson 4 — Contracts With Venues, Promoters, and Others You Work With

Sooner or later someone hands your band a contract, or — more dangerously — nobody hands you anything and the show runs on a text message that says "Friday, 9pm, $400." Contracts are not about distrust either. A contract is a shared memory of a deal: who does what, who pays what, by when, and what happens if plans change. Your job is not to become a lawyer. Your job is to read slowly, understand the moving parts, ask about anything unclear before signing, and never sign what you do not understand on the theory that it is "probably standard."

Learn the moving parts of a live performance deal. **Pay:** Is it a fixed guarantee, a split of the door after costs, a percentage of ticket sales, or a combination? If it is a split, what costs come off first, who counts the money, and can a band member be present for the count or settlement? When is payment made — night of show, by transfer within a set number of days — and to whom? **Performance details:** date, venue, set length, load-in and soundcheck times, curfew, age restrictions, and whether the band may sell merchandise and on what terms (some venues take a percentage of merchandise sales; know before you price your shirts). **Costs and**

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equipment: who provides sound, lights, and backline equipment; who pays for what; what happens if provided equipment fails. **Cancellation:** what happens if the venue cancels, if the band cancels, if weather or emergency intervenes — is there a deposit, is any of it refundable, is there a reschedule duty? **Responsibility:** who is liable for damage, injury, or noise violations; does the contract ask the band to carry insurance; does it contain an indemnity clause — a promise to cover the other side's costs — that deserves a lawyer's eyes before signing? **Recording and promotion:** may the venue record or stream your set, and may the band record its own? Who promotes the show, and what exactly did each side promise to do?

The same reading skills apply beyond venues. Promoters, booking agents, managers, producers, photographers, and videographers all work better with written terms: scope, fee or percentage, how long the arrangement lasts, how either side ends it, who owns what is created, and what happens to money and materials at the end. Percentages demand special care: a manager's or agent's percentage of *what* — everything the band earns, or only what they helped earn, and for how long after the relationship ends? Those two sentences in a contract can be worth more than the fee itself. Anything long-term, exclusive, or involving rights to your songs or recordings belongs in front of a music lawyer before signing. That is not caution theater; it is the standard practice of bands that last.

Practical habits protect bands that cannot afford a lawyer for every show. Get deals in writing even when the writing is a confirming email: "Confirming Friday the 14th, two 45-minute sets, $400 guarantee paid night of show, venue provides sound, we sell our own merchandise at no venue cut." A clear email trail has settled many disputes. Keep a standard list of questions your band asks every venue. Designate who signs for the band, per your band agreement, and keep every signed document in the shared records. And practice the sentence that saves bands: "We are glad to be offered this — we need a couple of days to read it properly before we sign." Any partner worth working with respects that sentence. Pressure to sign immediately, unread, is information about the partner, not about your band.

The Steps

1. For every show, get the deal in writing — contract or confirming email — covering pay type and timing, set details, equipment, merchandise terms, and cancellation.
2. Read any contract slowly with a checklist: pay, costs off the top, settlement, performance details, cancellation, liability and insurance, recording rights, promotion duties.
3. Circle anything you do not understand and ask the other side to explain it in plain words, in writing, before signing.
4. Send anything exclusive, long-term, or touching song or recording rights to a music lawyer before signing — no exceptions for friendship or flattery.
5. Confirm who in the band is authorized to sign, per the band agreement, and file every signed document in the shared records the same week.
6. After each show, note what actually happened versus what was agreed, while it is fresh, in the show record.

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7. Use your standard venue questions list every time, even with venues you know — staff change, memories fade, paper remains.

A Worked Example

A promoter offers the band Cedarline a "great exposure slot" opening a touring act: no guarantee, "a percentage of the door," merchandise allowed. Reading with their checklist, the band asks three questions in writing. What costs come off the door before the split? Answer: room hire, sound engineer, and the headliner's guarantee — meaning the door could be fully consumed before Cedarline's percentage exists. May the venue take a merchandise cut? Answer: 20 percent, previously unmentioned. When is settlement paid? Answer: "within 30 days," to be collected in person. Cedarline does not rage or accuse; they counter calmly: a modest fixed guarantee plus the door percentage, no merchandise cut for support acts, settlement by transfer within seven days. The promoter agrees to the guarantee and seven-day settlement, holds the merchandise cut, and Cedarline prices their shirts knowing it. The show is a success, and settlement arrives on day six — matching the paper because the paper was made to match reality. The lesson is not that promoters are villains; this promoter negotiated fairly once asked. The lesson is that unasked questions are answered by default, and defaults rarely favor the band that did not read.

Common Mistakes

- **Playing on a text message and a handshake for paid work.** Memories of "what the $400 covered" diverge by the drive home. A confirming email takes four minutes.
- **Signing unread under time pressure.** Urgency is a tactic or a warning. Real partners allow reading time; your band's rule is days, not minutes, for anything new.
- **Ignoring the costs-off-the-top line in door splits.** A percentage of an undefined remainder can be a percentage of nothing. Define the remainder.
- **Missing merchandise, recording, and liability clauses.** The money clause gets read; the clause letting a venue sell a recording of your set, or making you liable for its broken PA, does not — until it matters.
- **Letting anyone in the band sign anything.** Unauthorized signatures create real obligations and real arguments. The agreement names the signer; the signer files the paper.

Lesson 5 — Band Names, Trademarks, Getting Paid, and Keeping Records

Three unglamorous systems decide whether a band's good years stay good: the name, the money pipeline, and the records. None of them is musical. All of them are the business.

The name. A band name is how the public finds you, and in business terms it functions as a brand. A **trademark**, in plain terms, is legal protection for a name, logo, or mark used to identify goods or services, so that others cannot use a confusingly similar mark in the same field. Before your band spends real money on the name — artwork, merchandise, a domain, a following — do the basic checks: search the name online, on music platforms, in business registries, and in

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trademark databases, and ask honestly whether another active act, especially in a similar genre or region, already uses it. Two bands with one name is not a quirky coincidence; it is confused fans, misdirected payments, takedown fights, and a possible forced rename at the exact moment the name becomes valuable. If your name is clear and the band is serious, ask a lawyer about registration and about who should hold the rights — usually aligned with the band agreement's rule that the name belongs to the band as a group, not to whichever member happened to register the social accounts. Secure the practical assets together: domain, social handles, and email, held with recovery access shared per your agreement, never solely in one member's personal accounts with no backup access.

Getting paid. Set up the pipeline before money flows. Decide the band's payment identity: whose name and tax details go on invoices and venue paperwork, or whether the band forms a business entity — a question with tax and liability consequences that belongs in a session with a lawyer or accountant, answered once, properly. Use simple invoices with the band name, date, show or work described, amount, and payment details. Know the paperwork payers will ask for (in the United States, for example, venues commonly request a tax form before paying, and report larger payments) and complete it accurately and promptly — more band payments are delayed by missing paperwork than by bad intent. Keep one band account or, at minimum, one clearly separated ledger, and pay members by a method that leaves a record, noting the split applied. "Cash in an envelope, amounts remembered" is how honest bands manufacture suspicion out of thin air.

Records. Keep a band records system with five folders, physical or digital: agreements (band agreement, contracts, contributor agreements), songs (song log, credits, registrations), money (ledger, invoices, receipts, settlement sheets, tax documents), shows (dates, venues, setlists, what was paid versus agreed), and assets (equipment inventory with photos and serial numbers, name and account access list). Retention rule of thumb: keep tax-related records for at least as long as your tax authority can ask about them — ask your accountant for the number for your place — and keep agreements, song logs, and ownership records permanently. Review the records together twice a year: money shown to all, inventory checked, access list updated when members change. That twice-yearly hour is the cheapest insurance a band can buy.

Bring the whole set together with a lawyer list — the questions this education has taught you to ask: Is our band agreement complete for our situation? Should we form an entity, and what kind? Are our song splits and registrations correct? Is our name clear, and should we register it? Do our standard contracts protect us? A single well-prepared hour with a music lawyer, documents in hand, answers more than a year of internet arguing — and costs less than one bad signature.

The Steps

1. Search your band name thoroughly — platforms, web, business and trademark listings — before spending on artwork, merchandise, or promotion, and repeat the check before any major investment.

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2. Record in the band agreement who owns the name and what happens to it when members change; ask a lawyer about trademark registration when the band turns serious.

3. Hold domain, social, and email access as band assets with shared recovery, listed in the records — never trapped in one person's accounts.

4. Decide the band's payment identity with professional advice, use written invoices, and complete payer tax paperwork promptly and accurately.

5. Run all band money through one account or one transparent ledger, paying members by recorded methods with the split noted each time.

6. Build the five record folders — agreements, songs, money, shows, assets — and store them where all members can reach them.

7. Hold a twice-yearly records review: money shown, inventory checked, access updated, lawyer questions collected.

A Worked Example

Two years in, the duo Harbor and Pine discovers another act with a nearly identical name releasing music in the same genre; streaming services have already merged their catalogs once, sending fans and a small payment to the wrong artist. The fix costs them a summer: a negotiated rename, new artwork, re-registered songs, and patient explanations to every venue. In their new system, the surviving practices are all in this lesson: the new name is searched properly first, including trademark listings, and a lawyer confirms the position and files what she advises; the name, domain, and handles are held as band assets with both members holding recovery access; an accountant helps them set up their payment identity so venue checks and tax forms finally match their invoices; and their five folders — the money one showing every split — are reviewed each January and July. When a former collaborator later claims he was promised a share of a song, the song log and his signed session agreement answer in an afternoon. Harbor and Pine's music did not change. Their business stopped being a source of emergencies, which is precisely the point: the band's energy went back to the songs.

Common Mistakes

- **Falling in love with a name before searching it.** The search is an afternoon. A forced rename after merchandise and a following exist is a season of pain.

- **Letting one member personally own all the accounts and the name.** If that member leaves, quits music, or loses access, the band can lose its own identity. Hold assets as a band.

- **Mixing band money with personal money.** Commingled money destroys trust, wrecks tax records, and makes every split arguable. Separate account or separated ledger, from the first payment.

- **Throwing away "small" paperwork.** The settlement sheet, the one-page session agreement, the song log line — small papers are the ones that settle big questions. File everything the same week.

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- **Treating professional advice as a luxury for famous bands.** One prepared hour with a music lawyer and one with an accountant cost less than most bands' annual string budget — and prevent the losses that end bands.

Try It — Your Band's One-Afternoon Business Setup

Set aside one afternoon, separate from rehearsal, with every member present and a shared folder open. Work in this order and do not aim for perfection — aim for written, agreed, and filed.

First, draft your band agreement using Lesson 1's core questions: money, songs, name, decisions, leaving and joining, equipment, ending. Write decisions in plain words. Mark anything uncertain with "ask a lawyer" and start a shared lawyer-questions list.

Second, build the song log. List every existing song with its writers and agreed percentage splits adding to 100. For any song where memories differ, write both versions, mark it disputed, and agree on the next step — a mediated conversation — rather than arguing it out today.

Third, do the name check from Lesson 5: search your band name across platforms, the web, and trademark listings, and write down what you find. List every band account, domain, and handle, who holds access, and add shared recovery where it is missing.

Fourth, set up the money pipeline: choose the ledger or account, create a simple invoice template, and enter the last three payments the band received, with splits shown, as the ledger's first entries.

Fifth, create the five record folders and file everything produced today. End by booking two dates: the lawyer or accountant session your questions list needs, and your first twice-yearly records review.

You will finish the afternoon with something most bands never build until a crisis builds it for them: a written, shared, filed version of how your band actually works.

Not legal advice. Check with a lawyer before signing. Fortress shares what I learned, not professional advice.

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