

PARTNERSHIP AGREEMENT

For establishing a business partnership between two or more partners

Contract No.: _____

This Partnership Agreement (the "Agreement") is made on ____ day of _____, 20____ (the "Effective Date"), by and among the partners identified below (each a "Partner" and collectively the "Partners").

PARTNER 1

| | |
|----------------------------------|--|
| Legal Name | |
| Address | |
| Tax ID / Reg. No. | |
| Authorized Representative | |
| Email | |
| Telephone | |

PARTNER 2

| | |
|----------------------------------|--|
| Legal Name | |
| Address | |
| Tax ID / Reg. No. | |
| Authorized Representative | |
| Email | |
| Telephone | |

Additional Partners (if any) shall be listed in Schedule A.

1. Formation and Name

The Partners hereby form a partnership under the name " _____ " (the "Partnership") under the laws of _____.

2. Purpose

The Partnership's purpose is:
_____.

3. Term

The Partnership commences on _____ and continues until dissolved in accordance with this Agreement.

4. Capital Contributions

Each Partner shall contribute the following capital to the Partnership:

| Partner | Contribution | Ownership % |
|-----------|--------------|-------------|
| Partner 1 | | |
| Partner 2 | | |
| Partner 3 | | |

5. Profits, Losses, and Distributions

Profits and losses shall be allocated to the Partners in proportion to their ownership percentages. Distributions shall be made _____ (e.g., quarterly) at the discretion of the Partners by majority/unanimous vote.

6. Management and Decision-Making

Day-to-day management shall be vested in _____. Major decisions — including admission of new partners, sale of substantially all assets, dissolution, and amendment of this Agreement — require _____ (e.g., unanimous / majority) consent of the Partners.

7. Banking and Records

All Partnership funds shall be deposited in accounts in the Partnership's name. Books and records shall be maintained at the Partnership's principal office and shall be available for inspection by any Partner upon reasonable notice.

8. Withdrawal and Transfer

A Partner may withdraw upon ____ (___) days' written notice to the other Partners. No Partner may transfer their interest without the prior written consent of the other Partners.

9. Dissolution

The Partnership shall be dissolved upon (a) unanimous agreement of the Partners, (b) sale of all or substantially all of the Partnership’s assets, or (c) a court order. Upon dissolution, assets shall be applied first to debts, then to return of capital, with the remainder distributed in accordance with ownership percentages.

10. Dispute Resolution and Governing Law

Disputes shall first be addressed through good-faith negotiation, and if unresolved within ____ (__) days, submitted to _____ (e.g., mediation / arbitration). This Agreement is governed by the laws of _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

| | | |
|--|--|--|
| <p>PARTNER 1</p> <hr/> <p>Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | | <p>PARTNER 2</p> <hr/> <p>Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|--|--|--|

— END OF AGREEMENT —

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