

PARTNERSHIP AGREEMENT

This PARTNERSHIP AGREEMENT (the AGREEMENT) is made and entered on [DATE], by and between [SENDER.FirstName] [SENDER.LastName], on behalf of [SENDER.Company], [SENDER ADDRESS] and [SIGNER.FirstName] [SIGNER.LastName], on behalf of [SIGNER.Company], [SIGNER ADDRESS].

Hereafter, both of the above PARTIES shall be referred to collectively as the PARTNERS, for the purposes of the AGREEMENT.

SECTION I: Functions of the PARTNERSHIP

In accordance with the terms, conditions, and covenants of this AGREEMENT, the PARTNERS shall:

1. Form a general partnership (the PARTNERSHIP) for the purpose of, in accordance with the LAWS of [STATE].
2. The PARTNERSHIP shall operate under the name of [BUSINESS NAME].
3. The PARTNERSHIP shall begin on the EFFECTIVE DATE of [EFFECTIVE DATE].
4. The PARTNERSHIP shall last for a TERM of [DURATION].
5. The purpose of the PARTNERSHIP shall be to oversee, manage, and otherwise facilitate the following business functions:

[LIST BUSINESS ACTIVITIES]

1. All decisions shall be made by the PARTNERS who control a MAJORITY of the CAPITAL of the COMPANY, except as otherwise deemed appropriate by the PARTNERS.
2. Meetings between the PARTNERS shall be held at regular intervals of [NUMBER OF DAYS], for the duration of the PARTNERSHIP AGREEMENT.

SECTION II: Capital

1. The initial CAPITAL contribution from the FIRST PARTY shall total: [CAPITAL CONTRIBUTION BY SENDER]
2. The initial CAPITAL contribution from the SECOND PARTY shall total: [CAPITAL CONTRIBUTION BY SIGNER]
3. The PARTNERS shall deposit the funds into a SPECIAL BANK ACCOUNT at [BANK],

of [CITY].

4. Profit/loss resulting from the functions of the PARTNERSHIP shall be deposited/withdrawn from the SPECIAL BANK ACCOUNT.
5. Each PARTNER shall provide a BANK ACCOUNT for their own contributions, which profit/loss shall transact to/from at [NUMBER OF DAY INTERVALS] intervals, in proportion to the value of their respective contributions.
6. The balance of the SPECIAL BANK ACCOUNT shall constitute the CASH-ON-HAND of the PARTNERSHIP, for all purposes including, but not limited to, taxation and valuation.

SECTION III: Management

1. The PARTNERS designate [NAME] as the EXECUTIVE responsible for the day-to-day operation of the PARTNERSHIP.
2. The EXECUTIVE shall see to the maintenance of records and books, consisting of all account balances, assets, liabilities, and all other revenue information pertaining to the PARTNERSHIP.
3. The PARTNERS reserve the right to inspect, audit, or otherwise request access to the records and books of the PARTNERSHIP, at any time. It is the responsibility of the EXECUTIVE to make the records available on demand, at the will of the PARTNERS.

SECTION IV: Annual Audit

1. The PARTNERS shall conduct a complete and thorough AUDIT of all accounts, records, and books of the PARTNERSHIP on a yearly basis.
2. The annual accounting of the PARTNERSHIP shall occur within the first meeting of each calendar year, at a time determined by the PARTNERS.
3. All financial records shall be reviewed a minimum of semi-annually, and at the request of the PARTNERS, throughout the year.

SECTION V: Compensation

The PARTNERS shall be compensated only as follows:

[DESCRIBE COMPENSATION TERMS]

SECTION VI: Adding Partners

Additional PARTNERS may be added at any time, upon the unanimous written agreement of the existing PARTNERS, so long as the total number of PARTNERS does not exceed [NUMBER OF PARTNERS NOT TO EXCEED].

SECTION VII: Transfers to a Trust

Any PARTNER may, upon giving written notice to the other PARTNERS, transfer interest in the PARTNERSHIP to a living TRUST, of which the transferring PARTNER is the grantor and sole trustee.

SECTION VIII: Partner Removal

1. A PARTNER may be removed, as deemed necessary, only by a majority vote of those PARTNERS with a controlling share of the CAPITAL of the PARTNERSHIP.
2. Any such PARTNER shall be notified in writing of their removal.
3. Any PARTNER removed from the PARTNERSHIP shall be paid for all contributions, minus any liabilities incurred, and plus any gains or interest he/she is entitled to, immediately upon removal from the PARTNERSHIP.

SECTION IX: Partner Withdrawal

1. Any PARTNER may withdraw, in part or in full, from the PARTNERSHIP at any time.
2. Notification of withdrawal must be made in writing.
3. Funds shall be withdrawn from the SPECIAL BANK ACCOUNT of the PARTNERSHIP, shall be based on the most recent valuation of the PARTNERSHIP at the time, and shall be transferred to the withdrawing PARTNER's bank account of record.
4. The PARTNERSHIP shall continue to function as a taxable entity so long as enough CAPITAL remains to do so, regardless of the withdrawals of individual PARTNERS.

SECTION X: Termination

1. The PARTNERSHIP may be terminated by the mutual agreement of the PARTNERS

whose capital represents a majority stake in the PARTNERSHIP.

2. Prior to termination of the PARTNERSHIP, all PARTNERS are to be advised, in writing, that termination is being considered, no fewer than [NUMBER DAYS PRIOR TO TERMINATION] days before the termination may transpire.
3. Upon the decision to terminate the PARTNERSHIP, all PARTNERS shall be notified by the EXECUTIVE, immediately.
4. All assets shall be distributed accordingly to all PARTNERS upon the termination of the PARTNERSHIP. Re-payment shall correspond to the percent contributed by each respective PARTNER, except as outlined elsewhere, as applicable.
5. Payments shall be made to the bank accounts of record for each PARTNER, upon dissolution of the PARTNERSHIP.

SECTION XI: Death of a Partner

1. Upon notification of the death of any PARTNER, the notice shall be treated as full withdrawal from the partnership.
2. At such a time, all contributions and all other funds owed to the PARTNER shall be transferred to the designee, agent, or trust of the deceased PARTNER's choosing.

SECTION XII: Payment

1. All withdrawals may be made in cash or securities, or some combination thereof, at the discretion of the drawer.
2. In cash transfers, the drawer (or his/her designate entity) is entitled to an amount equal to the lesser of [PERCENT] of the value of the capital account being withdrawn from, or the value of the capital account being withdrawn, less any costs incurred in the transaction of cash or securities.
3. For securities withdrawals, a third-party BROKER shall be used. The drawer is liable for brokerage fees resulting from the withdrawal.

SECTION XIII: Forbidden Acts

For the TERM of this PARTNERSHIP AGREEMENT, no PARTNER may:

- Obligate or bind the PARTNERSHIP to any function other than those outlined in the AGREEMENT above.

- Transfer, sell, or loan against his/her stake in the PARTNERSHIP, unless approved by a majority of all other PARTNERS, by simple vote.
- Use the PARTNERSHIP name, likeness, or logo for any purpose outside those related to this AGREEMENT.
- Be found guilty of any unlawful act that will damage the PARTNERSHIP in any matter, including public image, reputation, or professional standing.
- Engage in any conduct that might interfere with the business of the PARTNERSHIP.

This PARTNERSHIP AGREEMENT shall be binding upon the signatures of the PARTNERS.

[SENDER.Company]

[SENDER.FirstName] [SENDER.LastName]
[SENDER TITLE]

[SIGNER.Company]

[SIGNER.FirstName] [SIGNER.LastName]
[SIGNER TITLE]

[WITNESS 1.FirstName] [WITNESS 1.LastName]

[WITNESS 2.FirstName] [WITNESS 2.LastName]