

BUSINESS PARTNERSHIP AGREEMENT

Location: _____ Date: _____

Parties:

This Business Partnership Agreement (“Agreement”) is made by and between:

Partner 1 Name: _____

Address: _____

Contact Information: _____

Partner 2 Name: _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS, the Partners desire to establish a partnership pursuant to the laws of the United States for the purpose of conducting the business described herein; and WHEREAS, the Partners intend to set forth the terms and conditions governing their partnership relationship;

1. Formation and Name

The Partners hereby form a partnership (“Partnership”) pursuant to the laws of the United States. The Partnership shall operate under the name _____ (the “Partnership Name”).

2. Purpose

The purpose of the Partnership is to engage in the business of _____ and any other lawful business activities agreed upon by the Partners.

3. Principal Place of Business

The principal office and place of business of the Partnership shall be at _____, or such other place as the Partners may designate.

4. Term

The Partnership shall commence on the date of execution of this Agreement and shall continue until terminated as provided herein.

5. Capital Contributions

Each Partner shall make an initial capital contribution as follows: - Partner 1: _____ - Partner 2: _____ Additional contributions may be made as agreed in writing by all Partners.

6. Profit, Loss, and Distributions

The net profits and losses of the Partnership shall be allocated and distributed among the Partners in proportion to their respective capital contributions unless otherwise agreed in writing.

7. Management and Authority

All Partners shall have equal rights in the management and conduct of the Partnership business. Decisions shall be made by majority vote unless otherwise specified.

8. Duties and Obligations

Each Partner agrees to devote such time and effort as is reasonably necessary for the operation of the Partnership and shall perform their duties in good faith and with due diligence.

9. Banking and Records

Partnership funds shall be deposited in the Partnership's bank account. Complete and accurate books, records, and accounts shall be kept and be available for inspection by any Partner at reasonable times.

10. Withdrawal and Addition of Partners

No Partner may withdraw or add new Partners without the unanimous written consent of all existing Partners.

11. Transfer of Interest

No Partner may transfer or assign their interest in the Partnership without the prior written consent of the other Partners, except to existing Partners or as permitted by this Agreement.

12. Dissolution

The Partnership shall be dissolved upon the occurrence of any of the following: mutual agreement, death or incapacity of a Partner, or as otherwise provided by law or this Agreement.

13. Distribution of Assets Upon Dissolution

Upon dissolution, the Partnership's assets shall be liquidated, liabilities paid, and remaining assets distributed according to the Partners' capital accounts and ownership percentages.

14. Confidentiality

The Partners agree to keep confidential any proprietary or sensitive information of the Partnership and shall not disclose such information except as required by law or agreed upon by the Partners.

15. Dispute Resolution

Any dispute arising out of or relating to this Agreement or the Partnership shall be resolved first by good faith negotiation. If unresolved, the dispute shall be submitted to mediation, and if mediation fails, to binding arbitration in accordance with the rules of the American Arbitration Association.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law provisions.

17. Indemnification

The Partnership shall indemnify and hold harmless each Partner from any liabilities incurred in the ordinary course of business except in cases of gross negligence or willful misconduct.

18. Notices

All notices required or permitted under this Agreement shall be given in writing and shall be deemed delivered when sent by hand, certified mail, overnight courier, or electronic mail to the addresses set forth herein or as updated in writing.

19. Entire Agreement

This Agreement constitutes the entire agreement among the Partners concerning the Partnership and supersedes all prior

agreements, understandings, and representations.

20. Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing signed by all Partners.

21. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

22. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

23. Signatures

The Partners have executed this Agreement as of the date first written above, intending to be legally bound thereby.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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