

RESTAURANT PARTNERSHIP AGREEMENT

Location: _____ Date: _____

Partner Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Partnership Information:

Name of Restaurant: _____

Type of Cuisine: _____

Business Address: _____

Capital Contributions and Ownership:

Capital Contribution by Partner 1: _____ USD

Capital Contribution by Partner 2: _____ USD

Ownership Percentage Partner 1: _____ %

Ownership Percentage Partner 2: _____ %

Purpose and Scope of Partnership:

The Partners hereby form a partnership (the “Partnership”) according to the terms of this Agreement for the purpose of owning, operating, and managing the restaurant described above. The Partnership shall engage in all lawful activities related thereto as agreed by the Partners.

Management and Operation:

The Partners shall have equal rights in the management and control of the Partnership unless otherwise agreed in writing. Decisions shall be made by majority vote unless stated differently. Each Partner shall devote such time and effort as reasonably necessary for the operation and success of the Partnership.

Capital Contributions and Additional Funding:

Each Partner’s initial capital contribution is as specified above. Any additional contributions shall be made only with the consent of all Partners. The Partners shall keep accurate books of account reflecting capital contributions and withdrawals.

Profits, Losses, and Distributions:

Profits and losses of the Partnership shall be allocated to the Partners in proportion to their ownership percentages. Distributions of available cash shall be made at such times and in such amounts as agreed by the Partners.

Books, Records, and Accounting:

The Partnership shall maintain complete and accurate books and records of its operations. Each Partner shall have access to such books and records at reasonable times.

Bank Accounts and Expenses:

All Partnership funds shall be deposited in Partnership bank accounts. Partnership expenses shall be paid from such accounts. No Partner shall have authority to bind the Partnership by any contract or engagement without prior consent, except as provided herein.

Term and Termination:

The Partnership shall continue until terminated by mutual agreement of the Partners or as otherwise provided in this Agreement. Upon termination, the Partnership's assets shall be liquidated and distributed in accordance with Partners' ownership interests after payment of Partnership liabilities.

Withdrawal and Buyout:

Any Partner may withdraw from the Partnership by providing written notice to the other Partner(s). Upon withdrawal, the Partnership shall have the option to buy out the withdrawing Partner's interest according to a fair market value or such valuation method as agreed upon. Terms of payment shall be negotiated in good faith.

Confidentiality:

Each Partner agrees to keep confidential all proprietary and sensitive information of the Partnership and the other Partner(s), except as required by law or mutually agreed otherwise.

Dispute Resolution:

Any disputes arising under this Agreement shall first be attempted to be resolved through good faith negotiation. If unresolved, disputes shall be resolved by binding arbitration under the rules of the American Arbitration Association in the state where the Partnership operates.

Governing Law:

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

Amendments:

No amendment, modification, or waiver of this Agreement shall be valid unless in writing and signed by all Partners.

Entire Agreement:

This Agreement constitutes the entire understanding and agreement among the Partners relating to the Partnership and supersedes all prior agreements and understandings, whether oral or written.

Counterparts and Execution:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and PDF copies shall be deemed valid and binding.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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