

# PARTNERSHIP AGREEMENT

This Partnership Agreement is made on [DATE] between [PARTNER 1 NAME], of [ADDRESS], and [PARTNER 2 NAME], of [ADDRESS] (together the "Partners"), who agree to carry on business in partnership under the name [BUSINESS NAME].

**The Parties agree as follows:**

## 1. Business and Purpose

The partnership's business is [DESCRIBE BUSINESS], operating from [PRINCIPAL PLACE OF BUSINESS].

## 2. Capital Contributions

Partner 1 contributes [AMOUNT / ASSETS]; Partner 2 contributes [AMOUNT / ASSETS]. Additional contributions require unanimous agreement.

## 3. Profit and Loss

Profits and losses shall be shared [PERCENTAGE SPLIT — e.g. 50/50] after payment of expenses and any agreed salaries.

## 4. Roles and Duties

Partner 1 is responsible for [AREAS]; Partner 2 is responsible for [AREAS]. Each Partner shall devote [FULL TIME / specified time] to the business.

## 5. Decision-Making

Day-to-day decisions may be made by either Partner. Major decisions — borrowing above [AMOUNT], hiring, contracts above [AMOUNT], admitting partners — require unanimous consent.

## 6. Drawings and Salaries

Each Partner may draw up to [AMOUNT] per month against their profit share. [Salaries, if any: SPECIFY.]

## 7. Banking and Records

Partnership funds shall be kept in an account in the partnership's name. Proper books shall be maintained and be open to each Partner.

## 8. New Partners and Exit

A Partner may exit with [NUMBER] months' written notice. The remaining Partner(s) have first option to buy the exiting Partner's share at a value determined by [VALUATION METHOD].

## 9. Death or Incapacity

On a Partner's death or permanent incapacity, their share passes per this clause: [SPECIFY — buyout by remaining partner, transfer to heirs, etc.].

## 10. Dispute Resolution

Disputes shall first be addressed through good-faith negotiation, then mediation, before any court proceedings.

## 11. Dissolution

On dissolution, assets shall be applied first to debts, then returned as capital, with any surplus shared per the profit ratio.

**12. Governing Law**

This Agreement is governed by the laws of [JURISDICTION].

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

PARTNER 1

PARTNER 2

WITNESS

Signature:

Signature:

Signature:

\_\_\_\_\_  
Name: [Name]

\_\_\_\_\_  
Name: [Name]

\_\_\_\_\_  
Name: [Name]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_