

# Partnership Agreement

This partnership agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ in \_\_\_\_\_ original copies, by and between

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

*(add more if required)*

(the "Partners").

## 1. PARTNERSHIP NAME AND BUSINESS

**1.1 Nature of Business:** The Business Partners listed above agree that they shall be considered partners in business for the following purpose:

\_\_\_\_\_

**1.2 Name:** The Business Partners listed above agree that the Business shall be conducted in the following name:

\_\_\_\_\_

**1.3 Official Address:** The Business Partners listed above agree that the Business shall maintain its official address at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 2. TERM

2.1 The Business Partnership begins on \_\_\_\_\_ and continues until terminated in accordance with this agreement.

## 3. PARTNERSHIP CONTRIBUTION

3.1 The capital contribution of each of the partners listed above shall consist of the following:

(1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. PROFIT AND LOSS ALLOCATION**

4.1 The Business Partners will share the profits and losses of the Business Partnership as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. ADDITIONAL PARTNERS**

5.1 No person may be introduced as a Business Partner and no other business may be carried on by the Partnership without the consent in writing of all the Business Partners.

**6. BANKING ARRANGEMENTS AND FINANCIAL TERMS**

6.1 The Business Partners shall maintain a bank account in the name of the Business Partnership as stated above on which cheques may be drawn only on the signature of at least \_\_\_\_\_ of the Partners.

6.2 The Business Partners shall at all times maintain full and proper accounts of the Business Partnerships accessible to each of the Partners at any time on reasonable notice.

**7. MANAGEMENT OF PARTNERSHIP BUSINESS**

7.1 Each Business Partner may take part in the management of the Business Partnership.

7.2 Any difference arising in the ordinary course of carrying on the Business Partnership shall be decided by the Business Partners having a majority of the Partnership Shares.

**8. DEPARTURE OF BUSINESS PARTNER**

8.1 In the event that a Business Partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name.

8.2 A withdrawing Business Partner shall be obligated to give at least sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to sell his/her interest in the Business Partnership.

8.3 No Business Partner shall transfer shares in the Business Partnership to any other party without the written consent of the remaining Business Partner(s).

8.4 The remaining Business Partner(s) shall pay the withdrawing or retiring Business Partner, or to the legal representative of the deceased or disabled Business Partner, the value of his shares in the partnership, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's shares.

## **9. NON-COMPETE ARRANGEMENTS**

9.1 A Business Partner who retires or withdraws from the partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the Business Partnership for a period of \_\_\_\_\_.

## **10. AMENDMENT OF PARTNERSHIP AGREEMENT**

10.1 This Business Partnership Agreement cannot be amended without the written consent of all Business Partners.

## **11. MISCELLANEOUS**

11.1 If any provision or part of any provision in this Business Partnership Agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.

11.2 This Business Partnership Agreement binds and benefits the Business Partners and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

## **12. JURISDICTION**

12.1 This Business Partnership Agreement is governed by the laws of the State of \_\_\_\_\_.

Solemnly affirmed at \_\_\_\_\_ )

Dated This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ )

Signed, sealed, and delivered in the presence of: )

(1) \_\_\_\_\_ )  
(Name of Partner) )

(2) \_\_\_\_\_ )  
(Name of Partner) )

(3) \_\_\_\_\_ )  
(Name of Partner) )

By me: )

\_\_\_\_\_  
(Name of Lawyer)