

PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is made as of this _____ day of _____, 20____, (the "Effective Date") by and between _____ [Partner 1 Name], located at _____ [Street Address, City, State, Zip Code] ("Partner 1") and _____ [Partner 2 Name], located at _____ [Street Address, City, State, Zip Code] ("Partner 2"), (each, a "Partner" and collectively, the "Partners").

1. **Partnership Name and Purpose.** The Partners agree to form a partnership under the name of _____ [full name of the Partnership] (the "Partnership"). The Partnership will be governed in accordance with the laws of the State/Commonwealth of _____ [State]. The Partnership has been formed on the terms and conditions set forth below to engage in the business of _____ [user enters purpose or business of the partnership e.g. selling, managing and operating a bakery] and to engage in any and all other activities as may be necessary, related or incidental to carry on the business of the Partnership as provided herein.

2. **Place of Business.** The principal office of the Partnership will be located at _____ [Partnership's Street Address, City, State, Zip Code] or at such places as the Partners shall determine from time to time.

3. **Partnership Term.** The Partnership shall commence on [_____] [beginning date of the Partnership] / the Effective Date [and will continue until it terminates in accordance with the terms of this Agreement / _____] [end date of the partnership], unless terminated earlier in accordance with the terms of this Agreement.

4. **Partners' Capital Contributions.** The Partners will contribute capital to the Partnership [on or before _____] [date] / within _____ [number of days] days of the Effective Date].

- The cash contribution will be: [Partner's Name, Amount (e.g. John Smith, \$10,000)].
- The non-cash contribution will be: [Partner's Name, Description of Contribution, Value (e.g. Jane Lee, 2010 Ford Cargo Van, \$15,000)].

5. **Partners' Capital Accounts.** The Partnership will establish and maintain for each Partner a separate capital account consisting of the Partner's capital contributions. A Partner may not withdraw any portion of capital from his or her capital account without the written consent of all Partners. [No interest / Interest, at the rates and times as determined by the Partners,] will be paid on the capital account of any Partner.

6. **Profits and Losses.** The net profits and losses of the Partnership will be divided [equally between the Partners / according to the same proportion as the Partner's capital contributions to the total capital contributions of the Partnership / according to the following percentages: Partner 1 will share _____% of the net profits and _____% of the net losses; Partner 2 will share _____% of the net profits and _____% of the net losses].

7. **Partner's Income Accounts.** The Partnership will establish and maintain a separate income account for each Partner. Each Partner's share of the Partnership profits and losses will be credited to or charged