

# COMPANY PARTNERSHIP AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Parties:

Company Name: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

State of Formation: \_\_\_\_\_

## Recitals:

WHEREAS, the Partners desire to associate themselves as partners in business for the purpose of conducting and carrying on the business of the Company as defined herein; and WHEREAS, the Partners desire to set forth the terms and conditions of their Partnership Agreement;

### 1. Formation and Name:

The Partners hereby form a partnership (the "Partnership") pursuant to the laws of the United States and the State of \_\_\_\_\_. The business of the Partnership shall be conducted under the name \_\_\_\_\_ or such other name as agreed by the Partners.

### 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. Term:

The Partnership shall commence on the Effective Date and shall continue until terminated in accordance with this Agreement.

### 4. Capital Contributions:

Each Partner shall contribute capital to the Partnership as set forth below. No Partner shall be required to contribute additional capital without the prior written consent of all Partners.

Partner A Contribution: \_\_\_\_\_

Partner B Contribution: \_\_\_\_\_

### 5. Profit and Loss Sharing:

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

### 6. Management and Control:

The management, control, and operation of the Partnership business shall be vested equally in the Partners. Any decision outside the ordinary course of business shall require the unanimous consent of all Partners.

**7. Banking:**

All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the Partners. All Partnership expenditures shall be made by checks signed by any Partner authorized by the Partnership.

**8. Books and Records:**

The Partnership shall maintain complete and accurate books of account, records, and minutes of meetings, which shall be available for inspection by any Partner during reasonable business hours.

**9. Withdrawals and Distributions:**

No Partner shall withdraw any part of their capital contributions without the written consent of all Partners. Distributions of profits shall be made at such times and in such amounts as agreed by the Partners.

**10. Transfers of Interest:**

No Partner may sell, assign, pledge, or otherwise transfer any part of their partnership interest without the prior written consent of the other Partner(s). Any unauthorized transfer shall be null and void.

**11. Dissolution and Winding Up:**

The Partnership shall dissolve upon the occurrence of any event requiring dissolution under applicable law or upon the mutual agreement of the Partners. Upon dissolution, the Partnership's assets shall be liquidated and distributed in accordance with applicable law and this Agreement.

**12. Dispute Resolution:**

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the Partners. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

**13. 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 laws principles.

**14. Entire Agreement:**

This Agreement constitutes the entire agreement among the Partners with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

**15. Amendments:**

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

**16. Severability:**

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

**17. Waiver of Jury Trial:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTNER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**18. Notices:**

All notices, demands, or communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail, return receipt requested, or by nationally recognized overnight courier, to the addresses of the Partners set forth herein or such other address as either Partner may designate in writing.

**PARTNER A SIGNATURE**

**PARTNER B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://agreementtemplate-us.com/company-partnership-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.