

SIMPLE PARTNERSHIP AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

This Simple Partnership Agreement (the "Agreement") is entered into by and between the following parties, collectively referred to as

Partner 1 Name: _____

Address: _____

Phone/Email: _____

Partner 2 Name: _____

Address: _____

Phone/Email: _____

1. Formation and Name

The Partners hereby form a partnership (the "Partnership") pursuant to the laws of the United States and the State in which the principal place of business is located. The Partnership shall be known as _____ (the "Partnership Name").

2. Purpose

The purpose of the Partnership is to engage in _____ and any other lawful business agreed upon by the Partners.

3. Principal Place of Business

The principal office of the Partnership shall be at _____ or any other place as agreed upon by the Partners.

4. Term

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

5. Capital Contributions

Each Partner shall contribute cash, property, or services to the Partnership as agreed, detailed as follows: Partner 1: _____; Partner 2: _____. No additional contributions shall be required unless agreed upon in writing.

6. Profit and Loss Sharing

The net profits and losses of the Partnership shall be shared equally by the Partners unless otherwise agreed in writing.

7. Management and Duties

All Partners shall participate equally in the management and control of the Partnership. Major decisions shall require the unanimous consent of all Partners. Each Partner shall devote such time and effort as is reasonably necessary for the Partnership business.

8. Banking and Accounting

All Partnership funds shall be deposited in the Partnership's bank account. Complete and accurate books of account shall be maintained, and each Partner shall have access to such records upon reasonable request.

9. Withdrawal or Addition of Partners

No Partner may withdraw, assign, or transfer their interest in the Partnership without the prior written consent of the other Partner(s). Admission of any new Partner requires unanimous consent.

10. Dissolution

The Partnership may be dissolved upon the occurrence of any of the following: mutual agreement of the Partners, death or incapacity of a Partner, or as otherwise required by law. Upon dissolution, the Partnership's assets shall be liquidated, debts paid, and any remaining assets distributed according to ownership percentages.

11. Dispute Resolution

Any dispute arising out of or relating to this Agreement or the Partnership shall be resolved first by good faith negotiation. If unresolved, the dispute shall be submitted to mediation before a mutually agreed mediator. If mediation fails, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

12. Confidentiality

Each Partner agrees to keep confidential all proprietary information relating to the Partnership and shall not disclose such information to any third party without prior written consent, except as required by law.

13. Indemnification

The Partnership shall indemnify each Partner against any loss or liability incurred in connection with the Partnership's business, except for losses resulting from gross negligence or willful misconduct.

14. 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.

15. Entire Agreement

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

16. Amendments

This Agreement may only be amended by a written instrument signed by all Partners.

17. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery, confirmed electronic transmission, or five (5) days after deposit in the United States mail, postage prepaid, addressed to the Partners at their respective addresses.

18. Severability

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

19. Waiver

The failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

20. Counterparts and Electronic Signatures

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

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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