**Partnership Agreement**

**This Partnership Agreement ("Agreement") is made and entered into as of [Date], by and between:**

1. **[Partner 1 Name],** an individual with an address at [Partner 1 Address], ("Partner 1"), and

2. **[Partner 2 Name],** an individual with an address at [Partner 2 Address], ("Partner 2").

[Additional Partners' names and addresses if applicable]

Collectively referred to as the "Partners."

**RECITALS:**

WHEREAS, the Partners wish to associate themselves as partners in business;

WHEREAS, the Partners desire to establish their respective rights and responsibilities in connection with their partnership;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Partners agree as follows:

**1. Partnership Name and Purpose**

1.1 **Name**: The business of the Partnership shall be conducted under the name [Partnership Name].

1.2 **Purpose**: The purpose of the Partnership is [Describe the nature of the business or the purpose of the partnership].

**2. Term**

2.1 **Commencement**: The Partnership shall commence on [Start Date] and shall continue until terminated as provided in this Agreement.

**3. Contributions**

3.1 **Initial Capital Contributions:** Each Partner shall make an initial capital contribution as follows:

 - Partner 1: $[Amount] [Description of Contribution]

 - Partner 2: $[Amount] [Description of Contribution]

[Add additional partners if necessary]

3.2 **Additional Contributions:** Any additional capital contributions shall be agreed upon in writing by all Partners.

**4. Profit and Loss Distribution**

4.1 **Sharing of Profits and Losses:** Profits and losses of the Partnership shall be shared among the Partners as follows:

 - Partner 1: [Percentage]

 - Partner 2: [Percentage]

[Add additional partners if necessary]

4.2 **Distribution:** Distributions of profits shall be made at such times and in such amounts as agreed upon by the Partners.

5. **Management and Decision-Making**

5.1 **Management**: The management of the Partnership shall be vested in the Partners. Decisions shall be made by a majority vote, with each Partner’s vote weighted according to their respective share of profits and losses.

5.2 **Authority**: No Partner shall have the authority to bind the Partnership without the prior written consent of the other Partners.

 **6. Duties and Responsibilities of Partners**

6.1 **General Duties**: Each Partner shall participate in the management and operation of the Partnership and shall devote such time and effort to the business as is reasonably necessary.

6.2 **Specific Duties**: The specific roles and responsibilities of each Partner are as follows:

 - Partner 1: [Describe Role and Responsibilities]

 - Partner 2: [Describe Role and Responsibilities]

[Add additional partners if necessary]

 **7. Withdrawal or Addition of Partners**

7.1 **Withdrawal**: A Partner may withdraw from the Partnership by giving [Number of Days] days’ written notice to the other Partners.

7.2 **Addition**: New partners may be admitted to the Partnership only with the unanimous consent of all existing Partners.

 8. **Dissolution**

8.1 **Dissolution Events**: The Partnership shall be dissolved upon the occurrence of any of the following events:

 - Mutual agreement of all Partners

 - Death or incapacity of a Partner

 - Bankruptcy of the Partnership

8.2 **Winding Up**: Upon dissolution, the Partnership’s assets shall be liquidated, and the proceeds shall be used to satisfy Partnership liabilities. Any remaining assets shall be distributed to the Partners according to their respective shares.

 **9. Dispute Resolution**

9.1 **Mediation/Arbitration**: Any dispute arising under this Agreement shall be resolved by mediation or, if mediation fails, by binding arbitration in accordance with the rules of [Arbitration Organization].

 **10. Non-Compete and Confidentiality**

10.1 **Non-Compete**: During the term of this Agreement and for a period of [Number of Years] years following termination, no Partner shall engage in any business that competes with the Partnership.

10.2 **Confidentiality**: All Partners agree to keep all Partnership information confidential, including trade secrets, customer information, and business plans.

 **11. Amendment of Agreement**

11.1 **Amendment**: This Agreement may be amended only by a written agreement signed by all Partners.

 **12. Governing Law**

12.1 **Jurisdiction**: This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

 **13. Miscellaneous**

13.1 **Entire Agreement**: This Agreement constitutes the entire agreement between the Partners and supersedes any prior agreements or understandings.

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

13.3 **Successors and Assigns**: This Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF, the Partners have executed this Partnership Agreement as of the date first above written.**

[Partner 1 Name]

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

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

[Partner 2 Name]

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

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

[Add additional signature lines if necessary]