

# General Partnership Agreement

## 1. Partner Names and Addresses

### 1.1. Partner A:

Full legal name

Full residential address

*(City)*

*(State)*

*(County)*

*(Zip Code)*

### 1.2. Partner B:

Full legal name

Full residential address

*(City)*

*(State)*

*(County)*

*(Zip Code)*

### 1.3. Partner C:

Full legal name

Full residential address

*(City)*

*(State)*

*(County)*

*(Zip Code)*

*(Add additional persons as needed.)*

1.4. Hereinafter the above persons shall be referred to as "Partners."

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**2. Business Type**

2.1. The Partners agree to work cooperatively and in unison for the purpose of carrying out the business of:

*(Insert type of business)*

**3. Doing Business As (DBA)**

3.1. The Partners agree to do business as

*(Insert name of business)*

3.2. This name was registered with the office of the Secretary of State, on

*(Insert state)*

and serves as the legal name of the Partnership.

*(Insert date)*

**4. Term**

4.1. This Partnership shall commence on and continue until ,  
*(Insert date)* *(Insert date or NA)*

or until it is dissolved by Partners, as outlined in Section 1.

**5. Business Address**

5.1. The principle location of the Partnership shall be:

*(Insert full business address)*

*(City)*

*(State)*

*(County)*

*(Zip Code)*

5.1.1. This serves as the official address of the building and shall be used on all official documents. Business may be conducted, however, at any location(s) to which the Partners mutually agree.

**6. Investment Capital:**

6.1. The investment capital required for this Partnership to commence is \$ .

6.2. The funds shall be deposited into in ,  
*(Insert bank name)* *(Insert city & state)*

using the name and principle address of the Partnership, as outlined in Sections 3 and 5, no later than , in the following amounts:

*(Insert date)*

6.2.1. Name: Amount: \$

6.2.2. Name: Amount: \$

6.2.3. Name: Amount: \$

*(Add additional persons and amounts as needed.)*

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## 7. Sources of Capital

7.1. Each Partner must disclose the source(s) of his investment capital. Other Partner(s) must agree that the source is acceptable, in that it will not pose undue jeopardy to the future of the Partnership.

7.1.1.Name: \_\_\_\_\_ Source(s): \_\_\_\_\_

7.1.2.Name: \_\_\_\_\_ Source(s): \_\_\_\_\_

7.1.3.Name: \_\_\_\_\_ Source(s): \_\_\_\_\_

*(Add additional persons and amounts as needed.)*

## 8. Percentage of Ownership

8.1. The percentage of each Partner's ownership in the Partnership is as follows:

8.1.1.Name: \_\_\_\_\_ Percentage: \_\_\_\_\_

8.1.2.Name: \_\_\_\_\_ Percentage: \_\_\_\_\_

8.1.3.Name: \_\_\_\_\_ Percentage: \_\_\_\_\_

*(Note that percentages must add up to 100.)*

## 9. Investment of Time

9.1. Each Partner will commit \_\_\_\_\_ hours of his time and undivided attention to the work of the partnership.

9.2. Each Partner will do his utmost to ensure that the work of the Partnership is divided evenly among the Partners.

9.3. Each Partner will put the interest of the Partnership above his own personal interests.

## 10. Capital Withdrawal

10.1. No Partner may withdraw any portion of the Partnership's capital without the written consent of the other Partners.

## 11. Binding the Partnership

11.1. Each Partner will have an equal say in the management of the Partnership. Furthermore, each Partnership shall have the authority to bind, or commit, the Partnership in contracts, financial, and other obligations. No Partner, however, may bind the Partnership in any agreement or incur debts in excess of \$ \_\_\_\_\_, without express written consent of the other Partner(s).

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**12. Bookkeeping**

12.1. The Partnership will keep accurate records of all Partnership activities, at all times, including income, expenses, assets, and liabilities. All moneys received on behalf of the Partnership will be deposited into the Partnership's bank account(s).

12.2. Any Partner may view any or all of the Partnerships records at any time.

12.3. Bookkeeping will be based on the \_\_\_\_\_ system.  
*(Insert cash or accrual)*

12.4. The fiscal year of the Partnership begins \_\_\_\_\_ and ends \_\_\_\_\_.  
*(Insert date) (Insert date)*

**13. Salaries**

13.1. Partners will \_\_\_\_\_ or will not \_\_\_\_\_ receive salaries.  
*(Check one)*

13.2. In the event that Partners will receive salaries, they shall be paid as follows:

**13.2.1. Partner A**

Name \_\_\_\_\_ Annual Salary \$ \_\_\_\_\_

**13.2.2. Partner B**

Name \_\_\_\_\_ Annual Salary \$ \_\_\_\_\_

**13.2.3. Partner C**

Name \_\_\_\_\_ Annual Salary \$ \_\_\_\_\_

*(Add additional persons as needed.)*

13.3. Amount and frequency of salaries will be agreed upon by Partners, but may not exceed the annual amount listed above.

13.4. Appropriate payroll taxes will be withheld and paid to the state and federal governments by the Partnership.

13.5. Salary recipients will be personally liable for income taxes.

13.6. No Partner shall be paid a salary unless listed in this Agreement, or unless an Addendum is written and signed by all Partners, instituting said salary.

**14. Allocation of Profits and Losses**

14.1. All profits will be distributed within ten days from the end of each quarter. Each Partner will receive a percentage share of the profits as follows:

14.1.1. Name \_\_\_\_\_ Percentage \_\_\_\_\_

14.1.2. Name \_\_\_\_\_ Percentage \_\_\_\_\_

14.1.3. Name \_\_\_\_\_ Percentage \_\_\_\_\_

*(Note that percentages must add up to 100.)*

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## 15. Withdrawal of a Partner

- 15.1. Any Partner may withdraw for any reason, by providing \_\_\_\_\_ day's written notice to the other Partner(s).
- 15.2. Remaining Partner(s) have the option to purchase the interest of the withdrawing partner, within \_\_\_\_\_ days of said withdrawal.
- 15.3. Should the remaining Partner(s) exercise this options, the price will be the net book value, of the withdrawing Partner's interest, according to the most recent regular accounting.
- 15.4. If the remaining Partner(s) do not exercise this option, the Partnership will be dissolved.

## 16. Death of a Partner

- 16.1. In the event that a Partner dies, the remaining Partner(s) have the option to purchase the interest of the deceased Partner, within \_\_\_\_\_ days of the death.
  - 16.1.1. During this period, the Partnership will have the right to continue business as usual, without encumbrances from the deceased Partner's estate.
  - 16.1.2. The estate of the deceased Partner shall not be obligated to pay for any losses the Partnership may have suffered.
  - 16.1.3. Should the remaining Partner(s) exercise this options, the price will be the net book value, of the deceased Partner's interest, according to the most recent regular accounting.
  - 16.1.4. The estate of the deceased Partner is obligated to sell to the remaining Partner(s).
  - 16.1.5. If the remaining Partner(s) do not exercise this option, the Partnership will be dissolved.

## 17. Dissolution of the Partnership

- 17.1. To dissolve the Partnership all outstanding Partnership affairs must be settle, all property liquidated, and all debts paid. Any surplus may be divided among the Partners, according to the percentages out lined in [Section 14](#).

## 18. Resolving Disputes

- 18.1. All Partners agree to binding arbitration as the means of resolving any disputes that may arise from this agreement. All arbitration will be conducted according to the rules of the American Arbitration Association. Furthermore, arbitration shall be conducted in the county and state referenced in [Section 5](#).

## 19. Sole and Entire Agreement

- 19.1. This document shall serve as the sole and entire agreement governing the Partnership. It is superseded only by Federal laws and the laws of the State of \_\_\_\_\_.

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**20. Signatures** *(Sign in the presence of a Notary Public)*

20.1. The Partners unanimously and voluntarily agree to be bound by the terms of this document, as of the date referenced in [Section 4](#).

20.1.1. **Partner A** \_\_\_\_\_  
*(Signature)* *(Date Signed)*

20.1.2. **Partner B** \_\_\_\_\_  
*(Signature)* *(Date Signed)*

20.1.3. **Partner C** \_\_\_\_\_  
*(Signature)* *(Date Signed)*

*(Add additional signatures if you have additional Partners.)*

**21. Notary Public**

21.1. The above Partners appeared before me, were duly sworn, and acknowledged execution of the preceding instrument.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Residence: \_\_\_\_\_

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