

Partnership Agreement

This Agreement is entered into as of [Date] between [Partner A name] and [Partner B name] (together, the "Partners"), who agree to carry on business together as [Partnership/business name] (the "Partnership").

1. Formation & Purpose

The Partnership is formed to engage in [describe the business purpose — e.g., operating a joint consulting practice]. The Partnership will operate under the name [Partnership/business name] and will be registered as required under applicable state law.

2. Contributions

Partner A will contribute: [describe cash, property, or services, with value — e.g., "\$10,000 cash" or "existing client relationships and equipment valued at \$5,000"]. Partner B will contribute: [same].

3. Profit & Loss Allocation

Profits and losses will be allocated: Partner A [Percentage, e.g., 50]%, Partner B [Percentage, e.g., 50]%, unless the Partners agree otherwise in writing.

4. Management & Decision-Making

[Describe how day-to-day decisions are made and what requires unanimous or majority partner approval — e.g., "either Partner may make decisions under \$1,000; expenditures above that, taking on debt, or admitting a new partner require both Partners' written agreement."]

5. Partner Duties

Each Partner agrees to devote [describe expected time/effort — e.g., "full-time" or "at least 15 hours/week"] to the Partnership and to act in good faith and in the Partnership's best interest.

6. Withdrawal & Dissociation

A Partner may withdraw from the Partnership with [Number, e.g., 60] days' written notice to the other Partner(s). [Describe how a withdrawing partner's share is valued and paid out, if applicable — e.g., "the remaining Partner(s) may buy out the withdrawing Partner's share at its then-current book value, paid over 12 months."]

7. Dissolution & Disputes

The Partnership may be dissolved by unanimous written agreement of the Partners, or as otherwise required by law; upon dissolution, Partnership assets will be used to pay debts first, with any remainder distributed according to each Partner's ownership share. The Partners will attempt to resolve any dispute in good faith before pursuing other remedies. [Add mediation/arbitration terms here if desired — otherwise delete this line.]

8. Governing Law

This agreement is governed by the laws of the State of [State].

Signatures

By signing below, each party agrees to these terms.

[Partner A name] ("Partner A")

Signature: _____ Printed name: _____ Date: _____

[Partner B name] ("Partner B")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.