DOWNLOAD PDF BUSINESS PARTNERSHIP AGREEMENT TEMPLATE

Chapter 1 : Partnership Agreement - Free Legal Form

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Sample Agreements Agreement Letters: When to Use, Plus 31 Agreement Templates A letter of agreement is an important document in a business relationship, but with so many types of agreements, it can be difficult to know what each one needs to include. Using an agreement template makes the task much easier. That way you can focus your time and energy on more important aspects of your business transaction. Below, we have different agreement templates arranged by purpose, which saves you the trouble of making one from scratch. Learn about the different kinds of agreements here, and then choose the one that works best for your needs. Agreement Samples Why Use an Agreement? An agreement letter defines in writing the terms of an agreement between two or more parties, so each party knows exactly what they are responsible for. It also protects their legal rights. Letters of agreement help prevent confusion or additional negotiations later on, since each business associate can refer back to the document at any time. Common examples of agreements include tenancy agreements, car rental agreements, and payment agreements. However, agreement letters almost always contain this information: We have a number of agreement templates you can easily download, fill out, and print. Non-disclosure Agreements A non-disclosure agreement, also known as a confidentiality agreement, details what information should not be shared outside of the parties in the agreement. It may cover information or materials such as photos that cannot be shared with third parties. Many medical offices will have these non-disclosure agreements for vendors, contractors, students, or other non-employees who work with them. Confidentiality agreements may be used in many other cases, as well. If you are catering a celebrity event, for example, you might need a non-disclosure agreement stating that employees may not take or share photos or audio. Our non-disclosure agreement templates make it easy to make your own. Business Confidentiality Agreement Basic non-disclosure agreement that defines information considered confidential, and a plan of actions in case of disclosure.

Chapter 2 : Partnership Agreement - FREE Template - Word & PDF

Partnership Agreement Template With this general partnership agreement template, you'll set the expectations and terms of your partnership with your business partner. Download this free general partnership agreement template below and customize it to meet your unique business legal needs.

There are three basic types of partnership agreements. With a GP, every named partner is equally responsible. An LP portions liability. One partner has unlimited liability while another is only liable for their ownership percentage. An LLP is when partners are only responsible for their own actions. Decide which partnership you want to use before writing your agreement. Anyone who starts a business with a partner needs a partnership agreement. This is true even if you start a business with friend or family. Partnership agreements can settle disputes, divide up profits and much more. If a partner wants to leave your business, the rules for leaving are in the partnership agreement. There is almost no downside to using a partnership agreement. You should almost always use a partnership agreement for your business. In these cases, use default rules. This may mean they are not trustworthy and may harm your business. Every business should consider a partnership agreement. Basic Information Needed in a Partnership Agreement You must include basic information in your partnership agreement to set the boundaries of your business. This is in addition to the rules for how your business operates. Some of the basic information your agreement needs to include is: Partner names The name of your partnership The date your partnership takes effect Length of the partnership The purpose of your partnership After this information is recorded, discussions about the partnership terms can begin. Outlining Your Partnership A partnership agreement is very detailed. It must cover every area of your business. There are certain elements it must contain. This includes how it runs and what each partner contributes to the business. You and your partners need to discuss and agree on several things. Capital Contribution This determines ownership percentage. The percent each partner owns is based on how much capital they contribute. You also need to discuss what counts as capital. Is it just money, or can it be tangible assets? This section should include what happens if a partner does not contribute and if future contributions are allowed. Types of Partners Your partnership may contain different types of partners with different workloads. Some partners are involved in every aspect of the business. Others may only take part financially. Distribution Distributing profits and losses is an important part of a partnership agreement. This is done in one of two ways. Fixed percent is the most common. Each partner shares a percent of losses and profits. The percentages must total percent when added. Equal share is the other type of distribution. This means partners evenly share both profits and losses. You can also discuss how often partners can receive profits draws. Salary Partners should agree on a salary. For new businesses, this may be lower at first. Generally, partners have the same yearly salary. This relates to but is different from profit distribution. This section also includes items like vacations, sick leave, and other benefits or leaves of absence. Maintenance Part of your agreement should include tasks necessary to maintain your business. This can include rules for record keeping and where records are kept. The maintenance section can also contain rules for company meetings, such as how many partners counts as a quorum. Management You must discuss how the business is managed. Many businesses choose one partner as the manager. Some use a voting system where every partner has a say. There are several systems you can use. Proportional to Profit Share means voting power is based on profit share distribution. Equal Vote means each vote counts the same. This protects your business from disgruntled former partners. Partnership agreements may also restrict the outside behavior of partners. This protects your businesses image. Withdrawal At some point, a partner may need to withdraw from the agreement. They may do so voluntarily or non-voluntarily. Your partnership agreement needs to explain the terms of withdrawal. This can include a probationary period, how much capital the leaving partner will receive, and if they need to give notice. You should also include rules for the expulsion of a partner. Dissolution Your partnership may eventually need to dissolve. There are many reasons for dissolution, such as: Your agreement may include an end date. Your business has served its purpose. A partner has left the business through death, going to jail, being forced out of the business, or voluntarily. One partner or the entire partnership has gone bankrupt. Your agreement must contain dissolution terms to decide how assets are divided when the partnership ends. Dispute Resolution Every partnership agreement needs a provision for resolving disputes. Some partnerships give one member, like the CEO, the final say. You can also choose an outside source like mediation or arbitration. Disputes that end in litigation often result in partnership dissolution. Authority You and your partners need to agree on certain matters of authority. For example, will your business have a credit line? Which partners can sign contracts? This section of your agreement should cover these issues. Death or Disability of a Partner Most agreements include something called a buy-sell agreement. This allows a partner who has died or become disabled to be bought out of the partnership. It may also be a good idea to include a key person insurance provision in your partnership. This insurance policy can keep your business afloat if a major partner dies. New Partnership Members You must agree to the procedure for bringing in a new partner. This can be as simple as a majority vote. You may also outline circumstances where existing partners can veto a new partner. This section allows your business to grow and add new members as needed. Selling Your Business A partnership agreement also needs to describe how the business can be sold. This can be done as part of the before mentioned buy-sell agreement. Make sure all partners agree with the details in this section, as selling a business is the cause of many partnership disputes. There are many ways to write a partnership agreement. Basic partnership agreements are usually available online. You can review these documents and make adjustments as necessary. You can also hire an attorney. An attorney will sit down with all partners and help them construct the agreement. If you use a template, you should always have your agreement reviewed by an attorney before signing. Your agreement usually is not binding unless it is signed and notarized. It is not necessary but recommended. These agreements protect the interests of all partners. They also put your business on solid footing. Do I Need a Lawyer?

Chapter 3 : Partnership Agreement Template for MS Word | Word Document Templates

Partnership Agreement 2 Partners Partnership agreements are the foundations on which businesses are built. Defining a relationship with your business partner in writing is one of the best ways to set your business up for success.

The Partners wish to associate themselves as partners in business. This Agreement sets out the terms and conditions that govern the Partners within the Partnership. By this Agreement, the Partners enter into a general partnership the "Partnership" in accordance with the laws of the State of Alabama. The rights and obligations of the Partners will be stated in the applicable legislation of the State of Alabama the "Act" except as otherwise provided in this Agreement. The firm name of the Partnership will be the following: The purpose of the Partnership will be the following: The principal office of the business of the Partnership will be located at the following address or other such place as the Partners may from time to time designate: Each of the Partners has contributed to the capital of the Partnership, in cash, property, or services in agreed upon value, as follows the "Capital Contribution": All capital contributions are final unless all partners give written consent of withdrawal. Capital contributions may be amended from time to time, according to the requirements of the Partnership provided that the interests of the Partners are not affected, except with the unanimous consent of the Partners. No Partner will be required to make additional capital contributions. Whenever additional capital is determined to be required and an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Partnership business obligations, remaining Partners may contribute in proportion to their existing capital contributions to resolve the amount in default. In such case, the allocation of profits or losses among all the Partners will be adjusted to reflect the aggregate change in capital contributions by the Partners. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as additional capital contribution will be deemed a debt owed by the Partnership and not an increase in capital contribution of the Partner. This liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted in the Act. Such debts may have preference or priority over any other payments to Partners as may be determined by a majority of the Partners. An individual capital account the "Capital Accounts" will be maintained for each Partner and their initial capital contribution will be credited to this account. No borrowing charge or loan interest will be due or payable to any Partner on their agreed capital contribution inclusive of any agreed upon additional capital contributions. Decisions regarding the distribution of profits, allocation of losses, and the requirement for additional capital contributions as well as all other financial matters will be decided by a unanimous vote of the Partners. Subject to the other provisions of this Agreement, the net profits and losses of the Partnership, for both accounting and tax purposes, will accrue to and be borne by the Partners in equal shares the "Profit and Loss Distribution". The profits and losses will be accounted by a to be determined accountant for the Partnership. The profits and losses will be distributed to the partners using the above Profit and Loss Distribution method weekly and will be paid on the Monday of each week. Each Partner will be responsible for their own taxes on any distribution made. In any vote required by the Partnership, the vote cast by each Partner will be assessed where each Partner receives one vote carrying equal weight. Accurate and complete books of account of the transactions of the Partnership will be kept in accordance with generally accepted accounting principles GAAP and at all reasonable times will be available and open to inspection and examination by any Partner. Accounting records will be kept on an accrual basis. As soon as practicable after the close of each fiscal year, the Partnership will furnish to each Partner an annual report showing a full and complete account of the condition of the Partnership. This report will consist of at least the following documents: Banking and Partnership Funds. The funds of the Partnership will be placed in such investments and banking accounts as will be designated by the Partners. All withdrawals from these bank accounts will be made by the duly authorized agent or agents of the Partners as agreed by unanimous vote of the Partners. Partnership funds will be held in the name of the Partnership and will not be commingled with those of any other person or entity. The fiscal year will end on the following date each year: All accounts related to the Partnership including contribution and distribution accounts will be audited weekly. Any of the Partners will have the right to request an audit of the Partnership books. The cost of the audit will be borne by the Partnership. The audit will be performed by an accounting firm acceptable to all the Partners. All the Partners will be consulted and the advice and opinions of the Partners will be obtained as much as is practicable. However, the Managing Partner will have management and control of the day-to-day business of the Partnership for the purposes stated in this Agreement. All matters outside the day-to-day business of the Partnership will be decided by a unanimous vote of the Partners. The following Partner will serve as the Managing Partner: The term "Managing Partner" will also include any Party subsequently appointed to that role. A Managing Partner can voluntarily withdraw from the position of Managing Partner or can be replaced by a unanimous vote of remaining Partners. In the event of a withdrawal or removal of the Managing Partner from the position of Managing Partner or from the Partnership, the remaining Partners will have equal rights in the management of the Partnership until and unless they appoint a successor Managing Partner. The Managing Partner will not be liable to the remaining Partners for any action or failure to act resulting in loss or harm to the Partnership except in the case of gross negligence or willful misconduct. All actions and decisions with respect to binding the Partnership in contract requires a unanimous vote of the Partners. Compensation for Services Rendered. Partners may be compensated for services actually rendered as from time to time may be agreed by unanimous vote of the Partners. The following Partner will serve as the tax matters Partner: The tax matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Partnership and will make any related elections that the Partners deem advisable. A tax matters Partner can voluntarily withdraw from the position of tax matters Partner or can be appointed or replaced by a majority vote of the other Partners. In the event of a withdrawal of the tax matters Partner from the Partnership, the remaining Partners will appoint a successor as soon as practicable. Regular meetings of the Partners will be held weekly. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held. All meetings will be held at a time and in a location that is reasonable, convenient, and practical considering the situation of all Partners. Admitting a New Partner. A new Partner may be admitted to the Partnership with a majority vote of the existing Partners. Any new Partner agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Partner will execute such documents as are needed to effect the admission of the new Partner. Any new Partner will receive such business interest in the Partnership as determined by a unanimous decision of the other Partners. Voluntary Withdrawal of a Partner. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. The voluntary withdrawal of a Partner will result in the dissolution of the Partnership. Involuntary Withdrawal of a Partner. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: The involuntary withdrawal of a Partner will result in the dissolution of the Partnership. Dissociation of a Partner. Where the dissociation of a Partner for any reason results in the dissolution of the Partnership, then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or the reputation of the Partnership. Except as otherwise provided in this Agreement, the Partnership may be dissolved only with a majority vote of all the Partners. In the event of the dissolution of the Partnership, each Partner will share in any remaining assets or liabilities of the Partnership equally the "Dissolution Distribution". Upon dissolution of the Partnership and liquidation of Partnership property, and after payment of all selling costs and expenses, the liquidator will distribute the Partnership assets to the following groups according to the following order of priority: In satisfaction of liabilities to creditors except Partnership obligations to current Partners; b. In satisfaction of Partnership debt obligations to current Partners; and then c. To the Partners according to the

Dissolution Distribution described above. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Partnership assets after liabilities or any insufficiency in Partnership assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above. In the absence of a written agreement setting a value, the value of the Partnership will be based on the fair market value appraisal of all Partnership assets less liabilities determined in accordance with generally accepted accounting principles GAAP. This appraisal will be conducted by an independent accounting firm agreed to by all Partners. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Partners. The intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Partnership books immediately prior to valuation. The goodwill of the Partnership will be assessed at an amount to be determined by appraisal using generally accepted accounting principles GAAP. Title to Partnership Property. Title to all Partnership property will remain in the name of the Partnership. No Partner or group of Partners will have any ownership interest in such Partnership property in whole or in part. A Partner will be free of liability to the Partnership where the Partner is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event. No Partner will engage in any business, venture, or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all business, ventures, or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners. Duty of Accountability for Private Profits. Each Partner must account to the Partnership for any benefit derived by that Partner without the consent of the other Partners from any transaction concerning the Partnership or any use by that Partner of the Partnership property, name, or business connection. This duty continues to apply to any transactions undertaken after the Partnership has been dissolved but before the affairs of the Partnership have been completely wound up by the surviving Partner or Partners or their Agent or Agents. Duty to Devote Time. Each Partner will devote such time and attention to the business of the Partnership as the majority of the Partners will from time to time reasonably determine for the conduct of the Partnership business. No Partner may do any act in contravention of this Agreement.

Chapter 4 : Partnership Agreement - FREE Template, Sample Form

A Partnership Agreement is a contract between two or more individuals who would like to manage and operate a business together in order to make a blog.quintoapp.com Partner shares a portion of the partnership's profits and losses and each Partner is personally liable for the debt and obligations of the Partnership.

The capital of the partnership shall be contributed in cash by the partners as follows: A separate capital account shall be maintained for each partner. Neither partner shall withdraw any part of his capital account. Upon the demand of either partner, the capital accounts of the partners shall be maintained at all times in the proportions in which the partners share in the profits and losses of the partnership. The net profits of the partnership shall be divided equally between the partners and the net losses shall be borne equally by them. A separate income account shall be maintained for each partner. Partnership profits and losses shall be charged or credited to the separate income account of each partner. If a partner has no credit balance in his income account, losses shall be charged to his capital account. Neither partner shall receive any salary for services rendered to the partnership. Each partner may, from time to time, withdraw the credit balance in his income account. No interest shall be paid on the initial contributions to the capital of the partnership or on any subsequent contributions of capital. The partners shall have equal rights in the management of the partnership business, and each partner shall devote his entire time to the conduct of the business. Without the consent of the other partner neither partner shall on behalf of the partnership borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business. 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 withdrawals are to be made upon checks signed by either partner. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. An audit shall be made as of the closing date. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The partnership name shall be sold with the other assets of the business. The assets of the partnership business shall be used and distributed in the following order: Upon the death of either partner, the surviving partner shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Chapter 5 : 9+ Business Agreement Templates - Samples, Examples Format Download | Free & Premium

Types of Partnership Agreements. If you are forming an agreement for your business, then it will be called a business partnership agreement. On the other hand, if you are forming a partnership pact for sole owner businesses, then it will be called a general partnership agreement.

Chapter 6 : Joint Partnership Agreement Template - Get Free Sample

A business partnership agreement is a contract between partners that contains terms like the business's purpose, partner contributions and voting rights. A partnership agreement isn't required to form a general partnership and doesn't have to be filed with your state.

Chapter 7 : Top Attorneys on Demand: Online Business Legal Services, Advice, Free Forms

Downloadable general partnership agreement sample template As an innovation hub, MaRS has created a sample *template of a general partnership agreement to help streamline business processes for investors, entrepreneurs and their respective legal advisors.*

Chapter 8 : Small Business Partnership Agreement Template

PandaTip: This template is designed to serve as a basic document that establishes a formal partnership between two small businesses. As such, it covers only those terms which are most necessary when creating a business partnership. This small business partnership agreement, entered into on.

Chapter 9 : 16+ Partnership Agreement Templates | Sample Templates

A Partnership Agreement is an internal written document detailing the terms of a partnership. A partnership is a business arrangement where two or more individuals share ownership in a company and agree to share in the profits and losses of their company.