

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is entered into as of the

_____ day of _____ ,
20__, by and between the following parties:

Partner 1: Name: _____ Address: _____

Partner 2: Name: _____ Address: _____

(Collectively referred to as the "Partners" and individually as a "Partner").

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

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

1. NAME AND BUSINESS

The name of the partnership shall be _____
("Partnership"). The principal office of the Partnership shall be located at
_____ .

2. TERM

The Partnership shall commence on the date of this Agreement and shall continue until terminated as provided herein.

3. PURPOSE

The purpose of the Partnership is to engage in the business of _____ and any other lawful business as the Partners may agree upon.

4. CAPITAL CONTRIBUTIONS

Each Partner shall contribute the following initial capital to the Partnership:

- Partner 1: \$ _____

- Partner 2: \$ _____

Additional contributions may be required as agreed upon by the Partners in writing.

5. PROFIT AND LOSS DISTRIBUTION

Profits and losses shall be shared among the Partners in the following proportions:

- Partner 1: _____ %

- Partner 2: _____ %

Distributions shall be made quarterly, unless otherwise agreed in writing by the Partners.

6. MANAGEMENT

The management of the Partnership shall be vested in the Partners. Decisions shall be made by a majority vote, unless otherwise specified. Each Partner shall have equal rights in the management and conduct of the Partnership business.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any disputes arising under this Agreement shall be

resolved in the courts located in _____ County, State of _____ .

8. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the original intent of the invalid or unenforceable provision.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Partners and supersedes all prior agreements, understandings, and negotiations. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect.

10. AMENDMENTS

This Agreement may be amended only by a written agreement signed by all Partners. Any amendment must be attached to this Agreement and shall be effective as of the date specified in the amendment.

11. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given if delivered personally, sent by certified mail, return receipt requested, or sent by a recognized overnight courier service, to the addresses provided above.

12. DEFAULT AND REMEDIES

In the event of a default by any Partner, the non-defaulting Partner may pursue any remedies available at law or equity. The defaulting Partner shall be liable for any damages resulting from the default.

13. TERMINATION

This Partnership may be terminated by mutual agreement of the Partners or upon the occurrence of any event that makes it unlawful for the business of the Partnership to be carried on. Upon termination, the Partnership shall be liquidated, and the assets distributed according to the Partners' capital accounts after payment of all Partnership liabilities.

14. CONFIDENTIALITY

Each Partner agrees to keep confidential all information regarding the Partnership and its business, except as required by law or as agreed by the Partners in writing.

15. NON-COMPETE

During the term of this Agreement and for a period of one year following its termination, no Partner shall engage in any business similar to or competitive with the Partnership within a _____ mile radius of the principal office.

16. SIGNATURES

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

Partner 1: _____ Date:

(Print Name: _____)

Partner 2: _____ Date:

(Print Name: _____)

WITNESS

Witness: _____ Date:

(Print Name: _____)

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of

_____, 20__, before me, a Notary Public in and for said

state, personally appeared _____ and

_____, known to me to be the persons whose names are
subscribed to the within instrument and acknowledged that they executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: _____

My Commission Expires: _____