

GENERAL PARTNERSHIP AGREEMENT

This General Partnership Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20_____, by and between the following individuals (collectively referred to as the "Partners"):

Partner 1: Name: _____

Address: _____

City, State, ZIP: _____

Partner 2: Name: _____

Address: _____

City, State, ZIP: _____

[Add additional partners as necessary]

RECITALS

WHEREAS, the Partners desire to establish a general partnership for the purpose of conducting a business venture (the "Business") under the terms and conditions set forth herein;

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

1. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the partnership shall be _____
("Partnership"). The principal place of business shall be located at
_____, or such other place as the Partners may from time to
time designate.

2. PURPOSE

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

3. TERM

The Partnership shall commence on the date first above written and shall continue until
terminated as provided herein.

4. CAPITAL CONTRIBUTIONS

Each Partner shall contribute the following capital to the Partnership:

Partner 1 Contribution: _____

Partner 2 Contribution: _____

[Add additional contributions as necessary]

5. PROFITS AND LOSSES

Profits and losses of the Partnership shall be shared among the Partners in proportion to their
respective capital contributions, unless otherwise agreed in writing.

6. MANAGEMENT

The management of the Partnership shall be vested in the Partners. Decisions shall be made by
a majority vote of the Partners, unless otherwise specified herein.

7. DUTIES AND OBLIGATIONS

Each Partner shall devote such time and effort to the Business as is reasonably necessary for its operation and success.

8. BANK ACCOUNTS

All funds of the Partnership shall be deposited in its name in such bank accounts as shall be designated by the Partners. Withdrawals shall be made upon the signature of any Partner, unless otherwise agreed.

9. BOOKS AND RECORDS

Accurate books and records of the Partnership shall be kept and maintained at the principal place of business. Each Partner shall have access to all books and records at all reasonable times.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ .

11. SEVERABILITY

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

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Partners and supersedes all prior agreements or understandings, whether written or oral.

13. AMENDMENTS

This Agreement may be amended only by a written agreement signed by all Partners.

14. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by registered or certified mail, return receipt requested, to the addresses set forth above.

15. TERMINATION

The Partnership may be dissolved by mutual consent of the Partners or upon the occurrence of any event that makes it unlawful for the Partnership to continue. Additionally, the Partnership shall terminate upon the death, bankruptcy, or incapacity of any Partner, unless the remaining Partners agree to continue the Partnership.

16. DEFAULT AND REMEDIES

In the event of a default by any Partner, the non-defaulting Partners may pursue any remedies available at law or in equity. The defaulting Partner shall indemnify the non-defaulting Partners for any losses incurred as a result of the default.

17. INDEMNIFICATION

Each Partner shall indemnify and hold harmless the other Partners from and against any and all claims, liabilities, damages, and expenses arising from the Partner's own negligence or misconduct in the performance of their duties under this Agreement.

18. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall be resolved through mediation, and if mediation fails, the dispute shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

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

Signature: _____ Date:

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

[Add additional signature lines as necessary]

WITNESS:

Signature: _____ 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 _____, known to me (or proved to me

on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the

within instrument and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or

the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ Date:

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____