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GENERAL PARTNERSHIP AGREEMENT

THIS GENERAL PARTNERSHIP AGREEMENT is made this ____ (1) ____ day of _____
____ (2) ____, 200__ (3) ____, by and between the undersigned parties, whose names and
addresses are set forth below, for the purpose of forming a general partnership:

_____ (4) _____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Name: The name of the partnership shall be:
_____ (5) _____

2. Address: The initial place of business shall be:
_____ (6) _____

3. Nature of Business: The partnership shall engage in the business of _____ (7) _____
_____ and such other related activities as shall be mutually agreed upon by the
partners and such other unrelated activities as shall be mutually agreed upon by the partners in
writing.

4. Duration: The partnership shall continue until terminated by mutual consent or dissolution by
operation of law.

5. Capital: The initial capital and ownership interest of the partnership shall be allocated as
follows:

Partner:	Amount Contributed:	Ownership Interest (%):
_____ (8) _____	_____ (9) _____	_____ (10) _____

_____ (11) _____ (12) _____ (13) _____

The partners shall contribute in proportionate shares any additional capital they may unanimously deem necessary for the operation of the business.

6. Loans By Partners: If any partner shall, with the written consent of the other partners, advance any monies to the partnership in excess of the capital contributed as set forth above, the amount of the monies so advanced shall be considered as a loan to the partnership and shall bear interest at a rate equal to the then current U.S. prime rate as published in *The Wall Street Journal*, or such other interest rate as may be mutually agreed, until repaid.

7. Profit and Losses: The net profits and losses of the partnership shall be apportioned amongst the partners in accordance with their proportionate ownership interest, as listed above.

8. Management: The partners shall have equal rights in the management of the partnership business. Except where otherwise required in this Agreement, the majority vote of the partners, after consulting all of the partners, shall be the act of the partnership.

9. Duties: Unless otherwise agreed in writing, each partner shall devote his full time and best efforts on behalf of the partnership business.

10. Salaries: The salaries for each partner, if any, shall be by agreement with the remaining partner(s) and shall be paid in the form of guaranteed payments.

11. Books of Account: The partnership shall maintain adequate accounting records on a cash basis of accounting, and open to inspection and copying by each partner. The fiscal year shall end on _____ (14) _____ of each year and the first fiscal period shall end on _____ (15) _____ 200____ (16) _____.

12. Banking: All partnership funds shall be deposited with such financial institution(s) as may be designated by the partners. Checks and withdrawals shall be issued only for the partnership purposes and shall be signed by any two partners, unless this authority is vested in one or more partners exclusively by unanimous written consent of all partners.

13. Authority: No parties shall, without the consent of all of the other partners:

- a) Borrow money in the name of the partnership for any purposes or utilize collateral owned by the partnership as security for any loans.
- b) Assign, transfer, pledge, compromise, or release any debts or obligations due to the partnership, except upon payment in full.
- c) Enter into any contract, agreement, obligation, or undertaking of the partnership except within the ordinary course of business.
- d) Make, execute, initiate, or deliver any insolvency proceeding, confession of judgment, deed, guarantee, lease, bond, or contract to sell all or substantially all of the assets or business of the partnership.
- e) Pledge, hypothecate, or in any manner transfer his interest in the partnership.

