



Synthetic Partnership Agreements

Letter 1 – Partnership Agreement

Partnership Agreement Example THIS PARTNERSHIP AGREEMENT is made this _____ day of _____, 20____, by and between the following individuals: _____

Address: _____ City/State/ZIP: _____

_____ Address: _____

City/State/ZIP: _____ 1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

_____ 2.

Name. The partnership shall be conducted under the name of _____ and shall maintain offices at [STREET ADDRESS], [CITY, STATE, ZIP]. 3. Day-To-Day Operation. The partners shall provide their full-time services and best efforts on behalf of the partnership. No partner shall receive a salary for services rendered to the partnership. Each partner shall have equal rights to manage and control the partnership and its business. Should there be differences between the partners concerning ordinary business matters, a decision shall be made by unanimous vote. It is understood that the partners may elect one of the partners to conduct the day-to-day business of the partnership; however, no partner shall be able to bind the partnership by act or contract to any liability exceeding \$_____ without the prior written consent of each partner. 4. Capital Contribution. The capital contribution of each partner to the partnership shall consist of the following property, services, or cash which each partner agrees to contribute: Name Of Partner Capital Contribution Agreed-Upon Cash % Share The partnership shall maintain a capital account record for each partner; should any partner's capital account fall below the agreed to amount, then that partner shall (1) have his share of partnership profits then due and payable applied instead to his capital account; and (2) pay any deficiency to the partnership if his share of partnership profits is not yet due and payable or, if it is, his share is insufficient to cancel the deficiency. 5. Profits and Losses. The profits and losses of the partnership shall be divided by the partners according to a mutually agreeable schedule and at the end of each calendar year according to the proportions listed above. 6. Term/Termination. The term of this Agreement shall be for a period of ____ years, unless the partners mutually agree in writing to a shorter period. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share. 7. Disputes. This Partnership Agreement shall be governed by the laws of the State of _____. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof. 8. Withdrawal/Death of Partner. In the event a partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name. A withdrawing partner shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to sell his/her interest in the partnership. No partner shall transfer interest in the partnership to any other party without the written consent of the remaining partner(s). The remaining partner(s) shall pay the withdrawing or retiring partner, or to the legal representative of the deceased or disabled partner, the value of his interest in the partnership, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's interest. 9. Non-Compete Agreement. A partner who retires or withdraws from the partnership shall not directly or

indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the partnership for a period of _____, in those _____ of this State where the partnership is currently doing or planning to do business. IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

Partner _____

Letter 2 – Partnership Agreement (Consulting Business)

THIS PARTNERSHIP AGREEMENT is made this 15th day of March, 20____, by and between:

- **Partner A:** Michael Brown, 123 Elm Street, Denver, CO 80202
- **Partner B:** Sarah Lee, 45 Pine Avenue, Boulder, CO 80302

1. Purpose

The Partners agree to form a partnership to provide **management consulting services** to small businesses.

2. Name & Location

The partnership shall operate under the name *Summit Consulting Partners* with its main office at 200 Union Blvd, Denver, CO.

3. Management

Each partner has equal authority in decision-making. Any obligation exceeding \$5,000 requires written approval of both partners.

4. Contributions

- Michael Brown: \$20,000 cash contribution
- Sarah Lee: \$20,000 cash contribution

5. Profits/Losses

Profits and losses shall be divided equally (50/50).

6. Duration & Termination

The partnership shall continue for 5 years unless terminated earlier by mutual consent.

7. Disputes

Any dispute shall be resolved under Colorado law by binding arbitration.

IN WITNESS WHEREOF, the parties have signed this agreement.

Letter 3 – Partnership Agreement (Café Business)

This Partnership Agreement is entered into on April 10, 20____, by:

- **Emma Johnson**, 678 Maple Street, Portland, OR 97205
- **Lucas White**, 55 Oak Lane, Portland, OR 97206

Business Purpose: To operate a café under the name *Urban Grind Coffee*.

Capital Contributions:

- Johnson: \$40,000
- White: \$30,000 and equipment valued at \$10,000

Profits and Losses: Shared proportionally to contributions (Johnson 57%, White 43%).

Operations: Both partners share equal decision-making authority. Expenses over \$7,500 require joint approval.

Withdrawal: Any partner wishing to withdraw must give 90 days' notice.

Law: Governed by the State of Oregon.

Letter 4 – Partnership Agreement (E-Commerce)

THIS AGREEMENT is made on May 1, 20__, by:

- **Alex Chen**, 112 Tech Park, San Jose, CA
- **Priya Sharma**, 900 Market Street, San Francisco, CA

Purpose: To jointly operate an online clothing store, *TrendWave*.

Contributions:

- Chen: \$25,000 capital + technical expertise
- Sharma: \$30,000 capital + marketing expertise

Profits/Losses: Equal division (50/50).

Term: Agreement valid for 3 years unless renewed.

Non-Compete: Neither partner shall operate a competing business during and for 1 year after termination.

Letter 5 – Partnership Agreement (Construction Services)

Entered on June 12, 20__, between:

- **David Clark**, 321 Hillside Drive, Austin, TX
- **Maria Gonzalez**, 1200 Rio Grande St, Austin, TX

Business: Residential remodeling services under the name *Clark & Gonzalez Builders*.

Capital Contributions: Clark: tools & equipment worth \$15,000; Gonzalez: \$25,000 cash.

Profits/Losses: Shared 60% (Gonzalez), 40% (Clark).

Decision Making: Day-to-day operations handled by Gonzalez; major contracts require both signatures.

Disputes: Settled under Texas law in Travis County arbitration.

Letter 6 – Partnership Agreement (Event Planning)

Dated July 1, 20__, between:

- **Sophia Martinez**, 88 Garden Street, Miami, FL
- **Olivia Carter**, 200 Palm Ave, Miami, FL

Purpose: Operate *Elite Events Co.* specializing in weddings and corporate functions.

Capital: Each partner contributes \$10,000.

Profits/Losses: Equal split (50/50).

Withdrawal/Death: A withdrawing partner must sell their share to the remaining partner at book value + 10%.

Term: 4 years, renewable.

Letter 7 – Partnership Agreement (Tech Startup)

This agreement is made August 5, 20__, by:

- **Kevin Patel**, 10 Silicon Lane, Palo Alto, CA
- **Rachel Green**, 55 Stanford Ave, Palo Alto, CA

Purpose: Develop and market mobile applications under *NextGen Apps LLC*.

Capital:

- Patel: \$50,000 cash
- Green: \$30,000 cash + IP rights to software framework

Profits/Losses: Patel 60%, Green 40%.

Management: Patel handles finances, Green oversees development.

Non-Compete: Partners agree not to start competing ventures for 2 years after exit.

Letter 8 – Partnership Agreement (Retail Store)

Made September 10, 20__, between:

- **Hannah Kim**, 222 Broadway, New York, NY
- **Ethan Brooks**, 15 Wall Street, New York, NY

Purpose: Operate a boutique retail store *MetroStyle*.

Capital Contributions: Kim \$60,000, Brooks \$40,000.

Profits/Losses: Split proportionally (Kim 60%, Brooks 40%).

Duration: Indefinite until terminated by mutual consent.

Arbitration Clause: Any disputes resolved in New York under AAA arbitration rules.