**Agreement between** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **and**

# Parties

This agreement is entered into this day of , 20\_\_, by and between

(hereinafter referred to as the “Limited

Partnership”) and “General Partner”).

# Recitals

(hereinafter referred to as the

WHEREAS, the Limited Partnership is engaged in business and desires to enter into an agreement with its General Partner to perform services.

WHEREAS, the General Partner is engaged in business and agrees to perform services in its capacity as General Partner of the Limited Partnership.

NOW THEREFORE, for consideration acknowledged, the parties agree as follows:

The General Partner will perform services including, but not limited to, bookkeeping, personnel, vendor, phone answering, office maintenance, research and development, technology support, contract negotiations, management, and such other services as may arise in the day to day operations of the Limited Partnership.

In consideration of the performance of the aforementioned services, the Limited Partnership will remunerate the General Partner at the following rates:

This agreement shall commence on the date of execution and will remain in effect until such time as one or the other parties to the agreement terminates the agreement according to the provisions contained herein.

Either party may terminate this agreement, without cause, on thirty days notice.

This Agreement may not be changed or otherwise amended except in writing and by consent of the parties hereto.

This agreement is made under the laws of and is subject to the same.

Signed this \_\_\_ day of , 20\_\_ GENERAL PARTNER:

President