

FLORIDA PARTNERSHIP AGREEMENT

Partnership Name: _____ Principal Place of Business: _____

This Partnership Agreement (the “Agreement”) is entered into by and between the following partners:

Partner 1 Name: _____

Address: _____

Phone/Email: _____

Partner 2 Name: _____

Address: _____

Phone/Email: _____

Recitals

WHEREAS, the Partners desire to establish a general partnership pursuant to the laws of the State of Florida and agree to be bound by the terms of this Agreement.

1. Formation

The Partners hereby form a general partnership (the “Partnership”) under the laws of the State of Florida to conduct business as set forth below.

2. Name

The name of the Partnership shall be as stated above, or such other name as the Partners may agree.

3. Purpose

The purpose of the Partnership is to engage in lawful business activities as agreed upon by the Partners.

4. Principal Place of Business

The principal office and place of business of the Partnership shall be as stated above or at such other place as the Partners may designate.

5. Term

The Partnership shall continue until dissolved as provided herein.

6. Capital Contributions

Each Partner shall contribute to the capital of the Partnership as agreed and documented in attachment(s) to this Agreement.

7. Profits and Losses

Profits and losses of the Partnership shall be shared equally among the Partners unless otherwise agreed in writing.

8. Management

The management and control of the Partnership shall be vested equally in the Partners. Decisions shall be made by unanimous consent unless otherwise specified.

9. Banking

All Partnership funds shall be deposited in the Partnership's name in such bank account(s) as the Partners shall authorize.

10. Books and Records

Complete and accurate books of account shall be kept and maintained at the principal office and shall be available for inspection by any Partner.

11. Fiscal Year

The fiscal year of the Partnership shall end on December 31 of each year.

12. Withdrawal or Addition of a Partner

No Partner may withdraw, assign, or transfer their interest in the Partnership without the unanimous written consent of the other Partners.

13. Dissolution

The Partnership may be dissolved upon the unanimous consent of the Partners or as otherwise provided by law.

14. Distribution of Assets

Upon dissolution, assets shall be liquidated and liabilities paid, with remaining assets distributed to the Partners in accordance with their capital accounts.

15. Indemnification

The Partnership shall indemnify each Partner for actions taken in good faith on behalf of the Partnership against liabilities and expenses.

16. Confidentiality

Each Partner agrees to keep confidential all Partnership affairs and information except as required by law or agreed by the Partners.

17. Governing Law

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

18. Dispute Resolution

The Partners agree to resolve disputes by mediation or arbitration prior to pursuing legal action.

19. Entire Agreement

This Agreement constitutes the entire understanding among the Partners and supersedes all prior agreements, whether oral or written.

20. Amendments

Any amendment to this Agreement shall be in writing and signed by all Partners.

21. Notices

Notices shall be in writing and delivered personally, by certified mail, or by electronic means as agreed.

22. Severability

If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect.

23. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which constitute

one and the same instrument.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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