

50/50 BUSINESS PARTNERSHIP AGREEMENT

Location: _____ Effective Date: _____

Parties:

Partner 1 Full Name: _____

Partner 1 Address: _____

Partner 1 Phone/Email: _____

Partner 2 Full Name: _____

Partner 2 Address: _____

Partner 2 Phone/Email: _____

Business Information:

Business Name: _____

Business Address: _____

Business Purpose: _____

Clause 1 – Formation

The Partners hereby form a general partnership pursuant to the laws of the United States and the applicable state laws for the purpose of conducting the business described herein. The partnership shall be known as the Business Name set forth above, or such other name as the Partners may agree in writing.

Clause 2 – Capital Contributions

Each Partner shall contribute capital to the partnership as mutually agreed. Initial contributions shall be recorded separately and may be in the form of cash, property, or services. The Partners shall own the partnership equally, with a 50/50 ownership interest unless otherwise agreed in writing.

Clause 3 – Profits, Losses, and Distributions

All profits and losses of the partnership shall be shared equally (50/50) between the Partners. Distributions shall be made at such times and in such amounts as agreed by the Partners, subject to partnership obligations and reserves.

Clause 4 – Management and Authority

The Partners shall have equal rights in the management and control of the partnership. Any major decisions affecting the partnership require unanimous consent of both Partners. Each Partner may bind the partnership in the ordinary course of business.

Clause 5 – Partnership Duties and Obligations

Each Partner agrees to devote such time and effort as reasonably necessary to the partnership business and shall act in good faith and in the best interests of the partnership. Neither Partner shall compete with the partnership without written consent.

Clause 6 – Books, Records, and Accounting

The partnership shall maintain complete and accurate books and records. Both Partners shall have equal access to such records at all reasonable times. An annual accounting shall be prepared and shared with the Partners.

Clause 7 – Banking

Partnership funds shall be deposited in partnership bank accounts. Both Partners shall have joint authority over such accounts, and withdrawals require the approval of both Partners.

Clause 8 – Partnership Term

The partnership shall continue until terminated by mutual agreement of the Partners or as otherwise provided in this Agreement.

Clause 9 – Withdrawal or Death of a Partner

Upon withdrawal, death, or incapacity of a Partner, the remaining Partner shall have the option to purchase the withdrawing Partner's interest. Purchase terms shall be agreed upon or determined by a qualified appraiser.

Clause 10 – Dissolution

The partnership may be dissolved by mutual agreement, operation of law, or court order. Upon dissolution, assets shall be liquidated, liabilities paid, and remaining assets distributed equally between the Partners.

Clause 11 – Dispute Resolution

Any disputes arising under or related to this Agreement shall first be subject to good faith negotiations between the Partners. If unresolved, disputes shall be submitted to mediation, and if mediation fails, to binding arbitration under the rules of the American Arbitration Association.

Clause 12 – Confidentiality

The Partners agree to maintain the confidentiality of all partnership information and not disclose any proprietary information to third parties without prior written consent.

Clause 13 – Non-Assignment

Neither Partner may assign or transfer their interest in the partnership without the prior written consent of the other Partner.

Clause 14 – Amendments

This Agreement may be amended only by a written instrument signed by both Partners.

Clause 15 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the state in which the partnership is principally conducted, without regard to any conflict of law principles.

Clause 16 – Entire Agreement

This Agreement constitutes the entire agreement between the Partners regarding the partnership and supersedes all prior agreements, understandings, and negotiations.

Clause 17 – Severability

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

Clause 18 – Notices

All notices required or permitted shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic means with confirmation, to the addresses set forth above.

Clause 19 – Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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