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***[Company Name]***

**SMALL BUSINESS PARTNERSHIP CONTRACT**

**Parties**

This SMALL BUSINESS PARTNERSHIP CONTRACT (“Contract”), is made and entered into on ***[Date],*** by and between ***[Partner 1 Name]*** of ***[Company Name]*** (“Partner 1”) and ***[Partner 2 Name]*** of ***[Company Name]*** (“Partner 2”). Each is considered as a “Partner” and collectively as “Partners."

**Background**

WHEREAS the Partners hereto desire to enter into the business of ***[Describe Your Business In Short]*** in ***[Business Location]*** (“Partnership”), which will be effective on ***[Date]*** (“Effective Date”);

WHEREAS the Partners agree to operate under the name of ***[Business Operating Name]*** and such name will be used consistently throughout in the dealings or practices carried on by the Partnership;

In consideration of and as a condition of the Partners entering into this Contract and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

**Terms and Conditions**

* **TERM.**

This Small Business Partnership Contract shall be effective for ***[Duration of Partnership]*** from the agreed-upon Effective Date. Nonetheless, either party shall have the right to end this Contract with or without valid reason upon giving written notice to the other party twenty ***[Duration of Notice]*** before the intended date.

* **CAPITAL CONTRIBUTION.**

The Partners agree that Partner 1 will make a capital contribution worth ***[Amount of Fund to be Invested by Partner 1]***, while Partner 2 will contribute ***[Amount of Fund to be Invested by Partner 2]***, for the Partnership.

* **DISTRIBUTION OF PROFITS AND LOSSES.**

The profits and losses incurred by the Partnership for the year shall be divided among them in such proportion to the respective pro-rata share in the Partnership or that as the Partners shall unanimously agree.

* **CONFIDENTIALITY.**

All data in whatever form shared by one Partner to the other shall be regarded as private by the recipient. All classified and private data shall be kept in strict confidence and shall not be utilized or unveiled other than for the execution of its commitments under this Contract.

* **TERMINATION.**

The Partners should comply with the following upon the termination of the Partnership:

* Determine the assets and liabilities of the Partnership;
* Distribute the remaining net resources equally among the Partners in the extent to their separate pro-rata share in the Partnership; and
* Concur to divide all works-in-advance of the Partnership.
* **INDEMNIFICATION.**

Both parties consent to hold innocuous, repay, indemnify and defend the other party, and its Employees & representatives, from and against any cases, harms, expenses, and costs.

* **ENTIRE CONTRACT.**

This Contract constitutes the total, last and restrictive agreement of the parties concerning the topic in this regard and supersedes other agreements, both written and verbal, among the parties.

**Signature**

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|  |  |  |
|  |  |  |
| **Partner 1** |  | **Partner 2** |
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