

# PARTNERSHIP AGREEMENT

THIS AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[PARTNER 1]  
(hereinafter called "Partner1")

**OF THE FIRST PART**

- and -

[PARTNER 2]  
(hereinafter called "Partner2")

**OF THE SECOND PART**

WHEREAS the parties hereto (hereinafter referred to as the "Partners") have agreed to carry on business at the City of [city], in the Province of [province] under the firm name of [partnership name] in partnership upon the terms hereinafter set forth in this Partnership Agreement;

NOW THEREFORE the Partners covenant and agree with each other as follows:

## ARTICLE I - DEFINITIONS

In this Agreement unless otherwise provided the following terms shall have the following meanings:

- (a) **"Ordinary Resolution"** means a resolution receiving the approval of more than fifty percent (50%) of the votes of the Partners, each Partner having such number of votes as is calculated by multiplying his Proportionate Interest by 100;
- (b) **"Partner"** means a member of the partnership formed and carrying on business pursuant to this Partnership Agreement;
- (c) **"Partnership"** or **"Firm"** are used interchangeably and refer to the business referred to herein;
- (d) **"Proportionate Interest"** means, in the case of each Partner, such Partner's proportionate interest in the capital of the Partnership as determined by the Partner's respective contributed capital account as a percentage of the total capital of the Firm;
- (e) **"Special Resolution"** means a resolution receiving the approval of not less than sixty-six (66%) percent of the votes of the Partners, each Partner having such number of votes as is calculated by multiplying his Proportionate Interest by 100;
- (f) **"Withdrawing Partner"** means a partner who has (i) died; (ii) retired; (iii) withdrawn from the Partnership; (iv) become incapacitated; (v) become bankrupt; or (vi) been required to withdraw by Special Resolution of the Firm.

## ARTICLE II - PARTNERSHIP

### 2.1 Partnership Established

The Partnership described in the recitals above was established and constituted on [date].

## **2.2 Activities of Partnership**

The Partnership is organized to engage in [business of the partnership], with such incidental operations, such as [additional business operations], as may be necessary to the operation of the Firm.

## **2.3 Name of Partnership**

The Firm name and style of the Partnership shall be [name of partnership] or such other Firm name and style as may be agreed on by the Partners by Ordinary Resolution and the Partners shall not enter into any agreement on behalf of the Partnership otherwise than in the Firm name. No Partner shall use all or part of the Firm name and style in connection with any other firm in the Province of [province] unless his own name forms part of the Firm name. Provided further that the name of a retired or deceased Partner may not be used in the Firm name without the permission of such Partner or his personal representatives. And provided further that where such permission is given, the remaining Partners shall indemnify and save harmless the retired Partner or the estate of the deceased Partner from any liability resulting from the continued use of his name in the name of the Partnership.

## **2.4 Continuation of Partnership**

The Partnership shall continue until terminated by Ordinary Resolution of the Partners and neither retirement, death, insolvency, notice of intention to do so signed by any Partner, change of members (whether by admission of new partners or by expulsion, withdrawal or other cessation of former partners), arbitration of disputes or any other matter shall dissolve the Partnership as between the remaining Partners.

**THIS IS A 6-PAGE FORM.**