

PARTNERSHIP CAPITAL CONTRIBUTION AGREEMENT

This Partnership Capital Contribution Agreement (the "Agreement") is entered into and made effective as of _____, 20____, by and among the undersigned partners (collectively, the "Partners" and individually, a "Partner"), for the purpose of establishing the terms of the initial capital funding of _____ (the "Partnership").

1. PARTNERSHIP FORMATION & NAME

The Partners have formed a Partnership under the laws of the State of _____, operating under the legal name of _____, with its principal place of business located at _____.

2. INITIAL CAPITAL CONTRIBUTIONS

Pursuant to the terms of the Partnership Agreement, each Partner shall make an initial contribution to the capital of the Partnership. The Partners agree that the initial capital contributions, ownership percentages, and types of contribution are designated as follows:

Partner Name	Contribution Type (Cash/Asset/Service)	Value of Contribution (\$)	Ownership Share (%)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. FUNDING DEADLINE & METHOD

All monetary initial capital contributions shall be paid in full to the Partnership by no later than _____, 20____. Funding shall be deposited directly into the Partnership's bank account held at _____ under account number _____.

For non-cash contributions, transfer of ownership and legal title of said assets shall be completed and documented by the same deadline specified above.

4. FAILURE TO CONTRIBUTE

If any Partner fails to make their required initial capital contribution by the specified deadline, they shall be in default of this Agreement. In the event of default, the remaining Partners may, by majority vote, elect to: (a) extend the time for payment, (b) allow the non-defaulting Partners to contribute the remaining balance and adjust the ownership shares accordingly, or (c) terminate this Agreement and dissolve the Partnership.

5. CAPITAL ACCOUNTS

An individual capital account shall be established and maintained for each Partner. Each Partner's capital account shall be credited with their respective initial capital contribution, and subsequent capital contributions, and debited with distributions made to such Partner and their share of partnership losses.

6. GOVERNING LAW

This Agreement and the rights of the Partners hereunder shall be governed by, and construed in accordance with, the laws of the State of _____, without giving effect to any conflict of laws principles.

7. AMENDMENTS

No alteration, amendment, change, or addition to this Agreement shall be binding upon any Partner unless made in writing and signed by all Partners.

IN WITNESS WHEREOF, the Partners have executed this Partnership Capital Contribution Agreement as of the date first written above.

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____