

# BUSINESS PARTNERSHIP CAPITAL COMMITMENT AGREEMENT

This Business Partnership Capital Commitment Agreement (the "Agreement") is entered into and made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the following Partners:

**Partner 1:** \_\_\_\_\_

Address: \_\_\_\_\_

**Partner 2:** \_\_\_\_\_

Address: \_\_\_\_\_

**Partner 3:** \_\_\_\_\_

Address: \_\_\_\_\_

The Partners listed above may collectively be referred to as the "Partners" and individually as a "Partner."

## RECITALS

WHEREAS, the Partners have entered into a Partnership Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, for the business entity known as \_\_\_\_\_ (the "Partnership"); and

WHEREAS, the Partners wish to formalize their respective commitments to contribute capital to the Partnership for the purposes of establishing, operating, and expanding the business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Partners agree as follows:

### 1. CAPITAL CONTRIBUTIONS

Each Partner hereby covenants and agrees to contribute capital to the Partnership in the amounts and on or before the dates set forth in the table below:

Partner Name	Capital Contribution Amount	Ownership Percentage (%)	Contribution Due Date

### 2. FORM OF CONTRIBUTION

All capital contributions shall be made in cash, by wire transfer of immediately available funds, or by certified check, unless otherwise agreed to in writing by all Partners. Any non-cash contributions must be detailed and valued in a separate written addendum signed by all Partners.

### 3. FAILURE TO CONTRIBUTE

If any Partner fails to make their required capital contribution by the designated due date, that Partner shall be considered in

default. In the event of default, the remaining non-defaulting Partners shall have the right to exercise any and all remedies available under the main Partnership Agreement or at law, including but not limited to, purchasing the defaulting Partner's interest, reducing the defaulting Partner's ownership share proportionately, or dissolving the Partnership.

#### 4. CAPITAL ACCOUNTS

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An individual capital account shall be maintained for each Partner. Each Partner's capital account shall be credited with the amount of their initial capital contribution, subsequent capital contributions, and their share of Partnership profits, and debited by their share of Partnership losses and distributions made to them.

#### 5. GOVERNING LAW

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This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.

#### 6. ENTIRE AGREEMENT

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This Agreement constitutes the entire agreement among the Partners regarding capital commitments and supersedes any prior oral or written agreements or understandings. This Agreement may not be amended except in writing signed by all Partners.

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

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Partner Name:

Date: \_\_\_\_\_

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Partner Name:

Date: \_\_\_\_\_

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Partner Name:

Date: \_\_\_\_\_