

# PARTNER FINANCIAL CONTRIBUTION AGREEMENT

This Partner Financial Contribution Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_\_, by and among the undersigned partners (each a "Partner" and collectively the "Partners") of \_\_\_\_\_ (the "Partnership").

## RECITALS

WHEREAS, the Partners have entered into a Partnership Agreement dated \_\_\_\_\_, 20\_\_\_\_\_;

WHEREAS, the Partners desire to formally document and agree upon their respective initial capital contributions and commitments to the Partnership; and

WHEREAS, the Partners agree that capital contributions are necessary to fund the operations and growth of the Partnership.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners agree as follows:

### 1. INITIAL CAPITAL CONTRIBUTIONS

Each Partner shall contribute to the capital of the Partnership the cash, property, or services specified below on or before \_\_\_\_\_, 20\_\_\_\_\_. The Partners agree that the value of their respective contributions and their resulting initial capital account balances and ownership percentages are as follows:

PARTNER NAME	TYPE OF CONTRIBUTION (CASH/PROPERTY/SERVICES)	VALUE OF CONTRIBUTION (\$)	OWNERSHIP PERCENTAGE (%)

### 2. CAPITAL ACCOUNTS

An individual capital account shall be established and maintained for each Partner. Each Partner's capital account shall be credited with the amount of their capital contribution, their share of Partnership profits, and any liabilities assumed by them. Each Partner's capital account shall be debited by the amount of cash and the value of any property distributed to them, and their share of Partnership losses.

### 3. ADDITIONAL CAPITAL CONTRIBUTIONS

No Partner shall be required to make any additional capital contributions unless agreed upon in writing by \_\_\_\_\_ of the Partners. If additional capital contributions are approved, each Partner shall have the right, but not the obligation, to contribute a pro-rata share based on their then-current ownership percentage.

### 4. FAILURE TO MAKE CONTRIBUTION

If any Partner fails to make their initial capital contribution as required by Section 1 of this Agreement within \_\_\_\_\_ days of the

specified deadline, the other Partners may, at their sole discretion, pursue any of the following remedies:

1. Adjust the defaulting Partner's ownership percentage to reflect the actual amount contributed.
2. Treat the failure to contribute as a default under the Partnership Agreement.
3. Allow the non-defaulting Partners to contribute the remaining balance on behalf of the defaulting Partner, with such contribution treated as a high-interest loan from the contributing Partner to the defaulting Partner.

**5. NO INTEREST ON CAPITAL**

---

No Partner shall be entitled to receive interest on their capital contribution or on the balance of their capital account, except as otherwise agreed in writing by all Partners.

**6. GOVERNING LAW**

---

This Agreement shall be construed, interpreted, and governed by the laws of the State of \_\_\_\_\_, without giving effect to any conflict of law principles.

**7. ENTIRE AGREEMENT**

---

This Agreement constitutes the entire understanding among the Partners regarding capital contributions and supersedes all prior agreements, representations, or understandings, whether oral or written, regarding this subject matter.

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

---

Partner Signature

Name: \_\_\_\_\_

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

---

Partner Signature

Name: \_\_\_\_\_

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

---

Partner Signature

Name: \_\_\_\_\_

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

---

Partner Signature

Name: \_\_\_\_\_

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