AU-CPptn02

Partnership dissolution agreement

Date: [date]

[name of each partner, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

This agreement is dated:	[date]
It is made between	[name]
Of	[address] (“name”)
And	[name]
Of	[address] (“name”)
And	[name]
Of	[address] (“name”)
And	[name]
Of	[address] (“name”)

[If more, they may be [redacted].]

It is now agreed as follows:

1. Business of the Partnership

1.1. The partners, who are partners in the business of [business name], agree to dissolve the partnership on the [insert date] at [insert [redacted]] “[redacted]” [redacted].

1.2. Except as specified in this agreement, dissolution of the partnership shall not affect the entitlement of any partner to any asset or to payment of any debt due to [redacted].

2. Appointment of administrator

2.1. The partners now appoint [named partner] as the administrator of the dissolution for a one-time fee of $ [00], payable twelve months from today provided [redacted] / [redacted].

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2.2. Each of the partners now agrees to co-operate in any [redacted]:

2.2.1 the administration of the dissolution;

2.2.2 the disposal of any asset;

2.2.3 the winding up of any liability;

2.2.4 the collection of any debt;

2.2.5 signing any paper which may reasonably be required to pass or confirm title [redacted] 1 .

3. Partnership shares

The partners confirm that they share profits and [redacted]:

[name]	xx %
[name]	yy %
[name]	zz %

4. The assets

4.1. The tangible, [redacted] 1 .

4.2. The intellectual property [redacted] 2 .

4.3. Any item of intellectual property not listed shall [redacted] , [redacted] .

4.4. The partners, whose names appear at the side [redacted] 1 [redacted] 2 , [redacted] .

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5. Disposal of assets

5.1. By the Dissolution Date, the partner whose name appears [redacted] 1 [redacted] 2 [redacted].

5.2. The named partner shall [redacted] 1 [redacted].

5.3. Every asset not listed in Schedule 1 or Schedule 2 [redacted].

5.4. Immediately after the Date of Dissolution, the administrator shall sell all [redacted], [redacted].

5.5. The cash residue [redacted]:

5.5.1 any unpaid profit which is due to him;

5.5.2 his share of the partnership capital;

5.5.3 his share of any balance in the [redacted].

5.6. If the cash from the realisation is inadequate to [redacted], [redacted].

5.7. For the sake of good order, the assets listed in Schedule 3 do [redacted], [redacted]. [redacted].

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6. Retainer of old records

All financial records and accounts of the firm shall be retained [redacted] [[redacted]] [redacted] $ [00], [redacted].

7. Trade and intellectual property

7.1. No partner may use the [redacted] [[redacted]] [redacted].

OR

7.2. The partnership name of [name] and all rights in it may be used by [[redacted]] [redacted] [12 [redacted]], [redacted].

7.3. No notice of the dissolution shall be given by any partner to any person before such notice has been given jointly by the [redacted]. [redacted], [redacted] / [redacted]. ([redacted], [redacted].)

8. Procedure for dissolution

8.1. Accounts shall be drawn [redacted] [[redacted]] [redacted].

8.2. The accounts shall include:

8.2.1 a profit and loss account for the partnership to the [redacted], [redacted].

8.2.2 a balance sheet as at [redacted].

8.2.3 a schedule of [redacted].

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8.3. Before payment of the sum shown due to each [redacted], [redacted] [[redacted]] [redacted]:

8.3.1 the liability of the partnership to tax;

8.3.2 any residual liability unquantified at the Date of Dissolution

8.3.3 any appropriate reserve against bad debts;

8.3.4 an appropriate reserve [redacted].

9. Banking arrangements

9.1. On or before the Date of Dissolution, [redacted].

9.2. As soon as the affairs of the partnership have been wound up [redacted], [redacted].

10. Mutual indemnity

Each partner shall indemnify every other partner against any claim or loss [redacted].

11. Agreements in restraint of trade

11.1. A partner may use in [redacted], [redacted].

11.2. No partner shall engage in any [redacted].

11.3. In particular, no partner may approach any person who has been a [redacted] / [redacted], [redacted]

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[redacted].

11.4. All of the partners agree that the [redacted].

12. Damages not adequate

Without prejudice to any other rights or remedies which a partner may have, the parties now acknowledge and agree that damages would not be an adequate remedy for [redacted], [redacted] [[redacted]] [redacted], [redacted], [redacted], [redacted] [[redacted] / [redacted]] [redacted].

13. Counterparts

This agreement may be executed in any number of counterparts [redacted], [redacted], [redacted].

14. Miscellaneous matters

14.1. A partner shall not be liable for his default if [redacted].

14.2. No amendment or variation to this agreement [redacted], [redacted].

14.3. The partners acknowledge and agree that this agreement [redacted].

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14.4. So far as any time, [redacted] .

14.5. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated [redacted] .

14.6. The rights and obligations of the [redacted] .

14.7. Any obligation in this agreement [redacted] .

14.8. No failure or delay by any partner to exercise any right, [redacted] .

14.9. The parties agree that [redacted] .

14.10. Any communication to be served on either of the [redacted] .

It shall be deemed to have been delivered:

if delivered [redacted] ;

if sent by post [redacted] [72 [redacted]] [redacted] ;

[redacted] . [redacted]].

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14.11. [redacted], [redacted].

14.12. [redacted], [redacted], [redacted].

14.13. [redacted], [redacted][[redacted]][redacted].

Signed by [name]: Signature:

Signed by [name]: Signature:

Signed by [name]: Signature:

Signed by [name]: Signature:

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Schedule 1: Partnership assets

[Here list all individual assets]

Item	To be bought by	Price
Victorian book case now in reception room	Rita Jones	$ [450]
Four swivel administrators chairs	John Midas	$ [120]
Entire contents of her room	Anita Clarkson	$ [1250]
[redacted], [redacted]	Fred Rodgerson	$ [4675]

Items to be sold elsewhere

All other furniture from the main office

Toyota Corolla Ascent 2008

Ford Escort 2015

Educational materials for re-sale

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Schedule 2: Intellectual property assets

[Here list all intellectual property assets]

Item	To be bought by	Price
The domain names: www.gardenking.com;	Fred Digger	$ [100]
[redacted]		
[redacted]	Fred Digger	$ [200]
The “Garden King” trademark	Fred Digger	$ [500]
Part completed garden contracts	Fred Digger	$ [6000]
[redacted]	Lives in Hope	$ [100]

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Explanatory notes:

Partnership dissolution agreement

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Business of the Partnership

By using this agreement, you are avoiding the statutory provisions contained in the Partnership Act. Apart from that, there are no statutory provisions governing how you dissolve your partnership. You may therefore use [redacted].

Partnerships often fall apart unhappily. This document is drawn on the basis that there exists enough goodwill among the [redacted].

The agreement provides written evidence to any third party authority as to the dissolution. It is therefore important that it sets out facts in the way [redacted].

2. Appointment of administrator

We have suggested the appointment of an administrator to manage the dissolution. “Administrator” in this context has no connection with use of this word in insolvency situations. The appointment of one person to administer the dissolution may nevertheless be controversial. We believe it is likely to be more efficient than for all the partners to “muddle along” with the process. Furthermore, a single person who has accepted the work is more like to manage it efficiently, [redacted]“[redacted]”[redacted].[redacted],[redacted].

3. Partnership shares

We have no comment.

4. The assets

As soon as dissolution is under discussion, each partner will be looking to his own future. It is very easy to watch while a partner talks to customers or uses

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the same name. These are all part of the intellectual property of the partnership. They have value. Every item of intellectual property [redacted]. [redacted], [redacted].

5. **Disposal of assets**

We have no comment.

6. **Retainer of old records**

We have no comment.

7. **Trade and intellectual property**

We have no comment.

8. **Procedure for dissolution**

Proper termination accounts are essential if capital accounts [redacted].

9. **Banking arrangements**

We have no comment.

10. **Mutual indemnity**

A basic essential indemnity provision to protect each partner against malevolent or accidental [redacted]. [redacted].

11. **Agreements in restraint of trade**

This is a short menu [redacted]. [redacted].

12. **Damages not adequate**

A judge will usually try to award money damages as [redacted]. [redacted], [redacted]. [redacted].

13. **Counterparts**

This paragraph may be required if your partners [redacted]. [redacted]

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[redacted], [redacted].

14. Miscellaneous matters

A number of special points. We have identified each of these as [redacted]. [redacted], [redacted]. [redacted]. [redacted].

The agreement includes a provision for mediation. This [redacted]. [redacted], [redacted].

Signatures

This agreement requires no witness to a signature.

Schedules 1 and 2

It is important to agree a money value, below which item will not appear in [redacted]. [redacted]. [redacted]. [redacted], [redacted].

End of notes

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