

IN-CPptn02

Partnership dissolution agreement

Date: [date]

[name of each partner,]

This agreement is dated: [date]
It is made between [name]
of [address] (“Mr/s name”)
and [name]
of [address] (“Mr/s name”)
and [name]
of [address] (“Mr/s name”)
and [name]
of [address] (“Mr/s name”)

[If more, they may be].

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]
“ ”
- 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

2. Appointment of administrator

- 2.1. The partners now appoint [named partner] as the administrator of the dissolution for a one time fee of Rs [00], payable twelve months from today provided /
- 2.2. Each of the partners now agrees to co-operate in any
:

- 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
1 .

3. Partnership shares

The partners confirm that they share profits and
:

- 3.1. [name] %
- 3.2. [name] %
- 3.3. [name] %

4. The assets

- 4.1. The tangible, physical assets of the partnership
1 .
- 4.2. The intellectual property assets of the partnership are
2 .
- 4.3. Any item of intellectual property not listed shall nevertheless remain the property of the partnership until identified,
- 4.4. The partners, whose names appear at the side of each asset of the partnership listed in Schedules 1 and 2 ,

5. Disposal of assets

- 5.1. By the Date of Dissolution, the partner whose name appears alongside each item in Schedule 1 and Schedule 2 shall have

- 5.2. The named partner shall own the property in Schedule 1 with
- 5.3. Every asset not listed in Schedule 1 or Schedule 2
- 5.4. Immediately after the Date of Dissolution, the administrator shall sell all
- 5.5. The cash residue
- 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
- 5.6. If the cash from the realisation is inadequate to
- 5.7. For the sake of good order, the assets listed in Schedule 3 do

6. Retainer of old records

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

7. Trade and intellectual property

7.1. No partner may use the []

OR

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

12 ,

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 /

.(

.)

8. Procedure for dissolution

8.1. Accounts shall be drawn []

8.2. The accounts shall include:

8.2.1 a profit and loss account for the partnership to the ,

8.2.2 a balance sheet as at .

8.2.3 a schedule of .

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

] :

8.3.1 the liability of the partnership to tax;

8.3.2 any residual

8.3.3 any appropriate reserve against bad debts;

8.3.4 an appropriate reserve

9. Banking arrangements

9.1. On or before the Date of Dissolution,

9.2. As soon as the affairs of the partnership have been wound up

10. Mutual indemnity

Each partner shall indemnify every other partner against any claim or loss

11. Agreements in restraint of trade

11.1. A partner may use in

11.2. No partner shall engage in any

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

11.4. All of the partners agree that the

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

[
],
/
]

13. Counterparts

This agreement may be executed in any number of counterparts

14. Miscellaneous matters

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

14.2. No amendment or variation to this agreement

14.3. The partners acknowledge and agree that this agreement

14.4. So far as any time,

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

14.6. The rights and obligations of the

14.7. Any obligation in this agreement

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

14.9. The parties agree that

14.10. Any communication to be served on either of the parties by

It shall be deemed to have been delivered:

if delivered :

;

if sent by : 72

if sent by : 24

;

if sent by e-mail to the address from which the receiving Partner
has last sent e-mail: 24

[

]

14.11. In the event of a dispute between the Partners,

14.12. Unless otherwise stated,

14.13. This agreement may be executed in multiple counterparts each

14.14. The validity, construction and performance of this agreement shall be governed

Signed by [name]:

Signature:

Signed by [name]:

Signature:

Signed by [name]:

Signature:

Signed by [name]:

Signature:

Schedule 1: partnership assets

[Here list all individual assets]

Item	To be bought by	Price
Victorian book case now in reception room	Rita Jones	Rs 450
Four swivel administrators chairs	John Midas	Rs 120
Entire contents of her room	Anita Clarkson	Rs1250
,	Fred Rodgerson	Rs 4675

Items to be sold elsewhere

All other furniture from the main office

Rolls Royce Silver Cloud 1957

Ford Transit van 1967

Educational materials for re-sale

Schedule 2

[Here list all individual assets]

Item	To be bought by	Price
The domain names: www.gardenking.com ; www.garden-king.com	Fred Digger	Rs100
	Fred Digger	Rs 200
The "Garden King" trademark	Fred Digger	Rs 500
Part completed garden contracts	Fred Digger	Rs 6000
	Lives in Hope	Rs 100

Explanatory notes:

Partnership dissolution agreement

Para specific notes

1. **Business of the Partnership**

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

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

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,

" "

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

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

9. Banking arrangements

We have no comment.

10. Mutual indemnity

A basic essential indemnity provision to protect each partner against malevolent or accidental

11. Agreements in restraint of trade

This is a short menu

12. Damages not adequate

A judge will usually try to award money damages as

13. Counterparts

This paragraph may be required if your partners

14. Miscellaneous matters

A number of special points. We have identified each of these as

The agreement includes a provision for mediation. This

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

End of notes