

PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is entered into on **January 15, 2026** between the following parties who agree to form a partnership under the name **Creative Design Partners** (the "Partnership").

1. PARTNERSHIP NAME AND BUSINESS

1.1 Partnership Name

The partnership shall be known as **Creative Design Partners**.

1.2 Partners

The partners in this Agreement are:

Michael Chen (Lead Designer, 50%), Lisa Rodriguez (Marketing Director, 30%), David Kim (Operations Manager, 20%)

1.3 Principal Place of Business

The principal place of business shall be:

456 Creative Avenue, Portland, OR 97201

1.4 Business Purpose

The partnership business shall be:

Graphic design services, brand development, and creative consulting for small to medium businesses

1.5 Partnership Duration

The partnership shall continue for **5 years with automatic renewal option** until dissolved in accordance with this Agreement or by operation of law.

2. TERM OF PARTNERSHIP

2.1 Commencement

The partnership shall commence on **January 15, 2026**.

2.2 Fiscal Year

The fiscal year of the partnership shall be the calendar year.

2.3 Books and Records

The partnership shall maintain accurate books and records at its principal place of business. Each partner shall have access to inspect such records during reasonable business hours.

3. CAPITAL CONTRIBUTIONS

3.1 Initial Contributions

Each partner's capital contributions are as follows:

Michael: \$25,000 cash + design equipment; Lisa: \$15,000 cash + client portfolio; David: \$10,000 cash + operational systems

3.2 Additional Contributions

Additional capital contributions may be required only with the unanimous written consent of all partners.

4. PROFITS AND LOSSES

4.1 Distribution Method

Profits and losses shall be distributed **Profits distributed according to ownership percentages after operating expenses** among the partners.

4.2 Distribution Timing

Distributions shall be made quarterly unless all partners agree otherwise in writing.

5. MANAGEMENT AND AUTHORITY

5.1 Management

Each partner shall have equal rights in the management and conduct of partnership business, unless otherwise agreed upon in writing.

5.2 Authority

Each partner has the authority to bind the partnership in the ordinary course of business.

5.3 Major Decisions

Major decisions affecting the partnership shall require unanimous consent of all partners.

6. DISSOLUTION

6.1 Events of Dissolution

The partnership shall be dissolved upon:

- Unanimous written agreement of all partners
- Death or withdrawal of a partner (unless continuation is agreed upon)
- Bankruptcy or insolvency of the partnership
- Court order

SIGNATURES

The undersigned partners execute this Agreement as of the date first written above.

Partner 1 Signature: _____

Print Name: _____

Date: _____

Partner 2 Signature: _____

Print Name: _____

Date: _____

Partner 3 Signature: _____

Print Name: _____

Date: _____

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