

Business Partnership Agreement

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY. BY SIGNING YOU ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This business partnership agreement (hereafter, "the agreement", "this agreement", "the contract", or "this contract") is hereby entered into on March 29, 2022 (Month, Day, Year).

As of the date of this agreement, dan is located at:

5516 Albert Dr
Winter Park, Florida 32792

In addition, as of the date of this agreement, dan is located at:

5516 Albert Dr
Winter Park, Florida 32792

Pursuant to this agreement, the partners will rule the world (referred to throughout this agreement as "the partnership").

DURATION: The partnership will begin no later than 25 days from this agreement. In addition, although the partners have the right to renew the partnership after the fulfillment of this contract, pursuant to this agreement, the partnership is scheduled to end on October 1, 2022. However, all partners agree that the completion date is subject to change due to issues that may arise which are outside of the partners' control. For that reason, the partners agree that time is not of the essence in this agreement.

PARTNERSHIP NAME: The partners agree to form a partnership using the name cool kids. The partnership will be governed by the local and state laws of Georgia.

CAPITAL CONTRIBUTION: The partners will contribute capital to the partnership. dan will contribute capital in the amount of 500. dan will contribute capital in the amount of 500.

CAPITAL ACCOUNTS: The partners will establish and maintain for each partner a separate account containing each partner's capital contribution. Written consent from the partners must be provided to withdraw any portion of the capital from each account. Interest rates on the account will be determined by the partners.

INCOME ACCOUNTS: The partners will establish and maintain a separate income account for each partner. Any profits and losses of the partnership will be determined by the partners and will be divided equally among the partners. The Partners will distribute profits on every 2nd of each month.

PARTNERSHIP POWER: The partners may participate in other business ventures and/or engage in the partnership of another business except as limited by the state laws of Georgia. The partners may sell or encumber real estate owned by the partnership and incur debt, disburse funds, or obligate the partnership if the debt, disbursement, or other responsibility is desired by the Partner. The partners may sell or encumber real estate owned by the partnership and incur debt, disburse funds, or obligate the partnership if the debt, disbursement, or other responsibility is desired by the Partner.

PLACE OF BUSINESS: The principal location of the partnership shall be [cite fillable portion which client provided to this prompt].

LIABILITY: The partners shall not be liable for the debts, obligations, or liabilities of the partnership as well as any judgment or decree of a Court. The partner shall

not act as or on behalf of the partnership knowing there was no cooperation under O.C.G.A. §14-2-204 (2019).

DISSOLUTION, DEATH, OR DISABILITY: The partnership shall dissolve, and its affairs shall wound up if at the time, or upon the occurrence of an event specified in the agreement or based on the determination by the partnership that the partnership shall be dissolved. Upon the death of either partner, the partnership shall be dissolved. The partner may designate by separate written documentation and appoint an individual to wind down the partnership [and transfer or disperse the partner's Interests and Capital Account. Upon the disability of the partner, the partner may appoint an individual to serve until the partner's Interests and Capital Account is transferred and allocated.

INTEGRATION CLAUSE: All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between [cite the name of the client] and [cite the name of the other party].

NO PUBLICITY CLAUSE: The partners agree that all dealings between dan and dan are confidential. As a result, dan agrees not to write any reviews (online or otherwise); reference dan on social media websites such as—but not limited to—Facebook, YouTube, Instagram, or Twitter; reference dan to the news media; or otherwise disparage dan in any way to any third party. Doing so will constitute a breach of this agreement and dan agrees to be liable for any costs, lost revenue and/or profits, and attorneys' fees associated with publicity by dan. This clause in no way prohibits dan from making a good faith report to law enforcement in the event that dan is believed to be a victim of a crime. Likewise, this clause in no way prohibits dan from communicating with arbitrators, mediators, or attorneys in the event this agreement is subject to mediation or arbitration. However, dan agrees that all arbitrators, mediators, and attorneys are likewise subject to this no publicity clause.

MANDATORY MEDIATION CLAUSE: dan agrees that in lieu of filing a lawsuit, any dispute arising out of this agreement will be resolved through mediation in the county in which dan considers its principal place of business. The mediator will be chosen by dan from a list of civil mediators practicing in the above-mentioned county where the mediation will occur. The cost of mediation will be paid fully by the party alleging that a contract dispute exists. However, if both partners allege that there is a contract dispute, the cost of mediation will be divided equally by the partners. The mediation agreement will have the effect of a court order and will be binding on the partners. However, this clause does not prohibit dan from exercising any rights to liens described in Georgia's Code. Further, this clause does not prohibit dan from bringing a lawsuit to collect any debt owed by dan as a result of the partnership.

VENUE: The partners agree that any lawsuit, mediation, arbitration, or any other litigation will occur within Georgia's state court system which includes Georgia's Magistrate Court, Superior Court, and State Court.

CHOICE OF LAW: The partners agree that this agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Georgia.

MODIFICATIONS: Any change, modification, or agreed upon deviation from this agreement must be in writing and signed by dan. Further, dan does not waive this provision by inadvertent nor overt deviations from this agreement prior to signing any written modification and this provision supersedes any parol evidence in the event that there is a contract dispute.

ASSIGNABILITY: The partners agree that the obligation to implement the partnership is assignable to any agent, independent contractor, or third party which dan determines to be qualified to implement the partnership in the event that dan is unable to execute the partnership or if dan cannot execute the partnership for any reason.

ATTORNEY'S FEES: If a lawsuit is filed, danis entitled to attorney's fees in the amount of 15% of the debt owed in addition to attorney's fees for any other claim as allowed by Georgia law.

SEVERABILITY: In the event that any portion of this agreement is deemed to be void, voidable, invalid, or unenforceable in any respect, that provision is to be severed and will have no effect on the other provisions or terms of this agreement, and the remaining provisions and terms of the contract shall be deemed agreed upon and enforceable by the partners.

HEADINGS: The headings of the paragraphs of this agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this agreement.

BINDING EFFECT: This agreement is binding on the partners as well as their heirs, successors, and assigns.

REPRESENTATIONS OF AUTHORITY: The undersigned individuals represent and warrant that each is authorized to enter into this agreement on behalf of the person(s) or entity(s) for whom he/she is signing.

SIGNATURES: Signing below (electronically or otherwise) constitutes acceptance of this contract in its entirety.

dan

dan

UCIN: This contract was created using software created, owned, and offered by PeachtreeEsq. In the event that this agreement is modified, reference to this agreement will be made using the party's names, the date of this agreement, and the time that this agreement was created as its unique contract identify number ("UCIN").

Note that the UCIN for this agreement is as follows: dan-dan-March 29, 2022-March 14, 2022 at 7:23 pm"