

Checklist of Points to be Considered in Planning a Partnership Agreement

1. Name of partnership.
2. Duration of the partnership - number of years or “Until Dissolved.”
3. Location of office.
4. Capital contribution of each partner.
5. Whether partners may make additional contributions.
6. The level at which capital accounts of the partners must be maintained.
7. Participation of each partner in profits and losses.
8. Salaries, if any, to be paid to partners and whether or not these salaries are to be treated as expenses in determining distributable profits.
9. The amounts of any regular drawings against profits.
10. Duties, responsibilities and sphere of activities of each partner.
11. Amount of time to be contributed by each partner.
12. Prohibition of outside business activities by partners that would be in competition with the partnership business.
13. Who the managing partner is to be and whose decision will prevail in case of a tie or a dispute.
14. Procedure for admitting new partners.
15. Methods of admitting junior partners, without capital, if such a procedure is desirable.

16. Method of determining the value of goodwill in the business, in case of death, incompetence, withdrawal of a partner or dissolution of the partnership for any other reason.
17. Age at which a partner must withdraw from active participation, and arrangements for adjusting his/her salary and equity.
18. Whether or not survivor partners shall have the right to continue using the name of a deceased partner in the partnership name.
19. Period of time in which retiring or withdrawing partners not engage in a competing business.
20. Basis for expulsion of a partner, method of notification of expulsion, and the disposition of any losses that arise from the delinquency of such a partner.
21. How the protracted disability of a partner will be handled.
22. Whether the accounts are to be kept on a cash or accrual basis; and if on the cash basis, the method of compensating partners who withdraw or retire for income realized on service rendered, but not invoiced, at the time of withdrawal of retirement.
23. The fiscal year of the partnership.
24. Whether or not interest is to be paid on the debit and credit balances in the partners' accounts.
25. Where the partnership cash is to be deposited and who may sign checks.
26. Whether or not all partners shall have access to the books of account.
27. Under what conditions limited partners may be accepted into the firm and, if so, who shall be designated as the general partner.
28. Prohibition of the partners pledging, selling, hypothecating, or in any manner transferring their interest in the partnership except to other partners.
29. Identification of material contracts or agreements affecting the liability or operation of the partnership.