



# TouchBistro's Restaurant Partnership Agreement Template

Looking to partner on a new restaurant venture? This restaurant partnership agreement template is an easily fillable document that removes the heavy lifting of crafting a partnership agreement from scratch, so you can easily seal the deal. Please review the following instructions to help get you started:

- 1** Each party must fill out the text boxes applicable to them throughout the agreement.
- 2** Customize the agreement terms and conditions if necessary by adding, removing, or modifying the text.
- 3** Lastly, delete this cover/instructions page.
- 4** Please note that this template is for reference only and TouchBistro assumes no liability for the use of this Restaurant Partnership Agreement Template. Always consult an attorney to ensure you are in compliance under applicable laws.

## Disclaimer

All of the information contained in this Restaurant Partnership Agreement Template ("Template") is for informational purposes only and not for the purpose of providing legal, accounting, tax, career, or other professional advice. Depending on your size and location, you may be required by local, state, provincial, or federal laws to meet the requirements of the applicable privacy regulations. The above is not an exhaustive list of all your obligations as a business owner. In addition, laws change and evolve and some jurisdictions have requirements not imposed by others. You should consult an attorney to ensure compliance with applicable laws, and TouchBistro assumes no liability for the use of, or reference to, the Template. By accessing this Template, you acknowledge that: (a) you may have obligations under applicable law, including but not limited to, providing privacy notice, that are not addressed in this Template; (b) the Template may not address all your needs and you have the option to customize the Template; (c) the content should not be used as a substitute for professional legal advice, (d) you should not perform any act or make any omission on the basis of the Template without first seeking appropriate legal or professional advice, (e) you are solely responsible for your compliance with all applicable laws. If you do not agree with these terms, you must not access or use the Template. This Template does not, nor is it intended to, constitute legal advice and should not be relied upon or construed as legal advice or a legal opinion regarding any specific issue or factual circumstance, and receipt or use of this Template does not create a contractual relationship between you and TouchBistro. All information in this Template is provided "as is" without representations, warranties or conditions of any kind, whether express or implied, for general informational purposes only.

# Restaurant Partnership Template

This restaurant partnership agreement was made and entered into on this day \_\_\_\_ of this month \_\_\_\_, 20\_\_ between the following (individually known as the “partner” and collectively the “partners”):

## Partner 1

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Description

## Partner 2

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Description

Whereas the partners listed above wish to enter into a business partnership and agree to the following terms and conditions:

### 1. Nature Of Business

the partners mentioned above agree that they shall be considered as partners for the following purpose:

\_\_\_\_\_.

### 2. Partnership Name

the partnership shall be known as \_\_\_\_\_

and shall operate its business primarily out of \_\_\_\_\_.

### 3. Duration

this partnership shall commence on \_\_\_\_\_, and shall continue until \_\_\_\_\_,

unless terminated early in accordance with the terms of this agreement.

### 4. Capital Contribution

the capital contribution of each partner shall consist of the following, which each partner agrees to contribute:

#### Partner 1

\_\_\_\_\_  
Name of Partner

\_\_\_\_\_  
Capital Contribution Amount

\_\_\_\_\_  
Percentage Share

#### Partner 2

\_\_\_\_\_  
Name of Partner

\_\_\_\_\_  
Capital Contribution Amount

\_\_\_\_\_  
Percentage Share



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## 5. Withdrawal of Capital

no withdrawals shall be made without the express written consent of the other partner(s).

## 6. Profits and Losses

based on a mutually agreed upon schedule and the proportions listed above, the profits and losses shall be divided by the partners accordingly.

## 7. Disputes

this Partnership Agreement shall be governed by the laws of \_\_\_\_\_.

Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration.

## 8. Withdrawal/Death of Partner

no partner shall transfer interest in the partnership to any other party without the written consent of the remaining partner(s). In the event that a partner does withdraw or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership under the same name. A withdrawing partner is obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire, and will be obligated to sell his/her stake in the partnership.

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## 9. Non-Compete Agreement

a partner who retires or withdraws from the partnership shall not engage (directly or indirectly) in a business which is or which would be competitive with the existing or anticipated business of the partnership for a period of \_\_\_\_\_.

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In witness whereof, the partners hereby enter into this restaurant partnership agreement as of the dates signed below.

### Partner 1

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Full Name

### Partner 2

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Full Name