



AMERICANS UNITED FOR AMERICA, INC.
A Non-Profit Organization
Uniting All Americans Through Quality Entertainment

PARTNERSHIP AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 19____, by and between the following person/companies (herein and individually referred to as "Partner" and in the plural as "Partners").
_____ and _____.

1. The Partnership: The partners hereby constitute themselves as a general partnership under the laws of the state of California for the sole purpose of, but not limited to, organizing, producing, (including executive producing) overseeing and maintaining for the life of the of the show/series/project herein called _____. (the "Program") (which includes if the above show/series/project has a name or content change.) This agreement also includes any exploiting, merchandising the "Program" (both legal and professional). likeness, sobriquet and biographical materials ("Merchandizing Rights") for each Partner of the "Program". The Partners also have equal rights to any copyright benefits (both legal and professional) on the "Program"

2. The Program: The Partners shall do business as _____ and under the "Program" name as an assumed name. Each of the Partners acknowledges is an asset of the Partnership.

3. Duration of Partnership: The term of which this Partnership is to exist shall commence on _____ and shall continue thereafter until dissolved in any manner provided by either partner in writing or vocal at any time.

4. Representations, Warranties and Agreements:

(a) Each of the Partners warrants and represents to each of the other Partners that he is free to enter into this Agreement, and that he is under no disability, restrictions or prohibition which will interfere in any way with his full compliance with all of his obligations under this Agreement. Each Partner warrants and represents that he has not done nor will he do any act or thing that will or might impair the full commencement or continuation of the Partnership business in the manner herein contemplated. Each Partner further warrants and represents that he will not sell, assign, transfer or hypothecate any rights, title or interest in or to any asset of the Partnership without the prior written consent of all other Partners.

(b) Each Partner covenants and agrees that he will perform the services provided to be performed by him hereunder diligently, fully and to the best of his ability during the

Term of this Agreement, in a competent and professional manner, and will refrain from participating activities which with reasonable foreseeability could limit or prohibit him from performing. Each of the Partners acknowledges that preservation and enhancement of the value of the Partnership and the Program may be hindered by the failure of an individual Partner to apply himself diligently to the Program or by actions in a manner injurious to the rights of the other Partner.

5. Contributions:

(a) As a contribution to the Partnership, each Partner is contributing:

(b) Except as provided hereinabove, no Partner shall be required to make any capital contributions except upon the unanimous agreement of the Partners.

6. Profits and Losses: Unless agreed otherwise in writing by all of the Partners, the Partners, the Partners shall share equally in all of the profits, losses, rights and obligations of the Partnership. Should any Partner at any time bear or satisfy a disproportionate share of the financial obligations of the Partnership, he shall be entitled to reimbursement therefore from the other Partner(s) proportionately out of sums otherwise distributable to them as Partners. Net profits shall be distributed in cash to the Partners from time to time, by only a mutual agreement of the existing Partners. "Net Profits" as used herein shall mean all commissions, bonuses, payment (other than repayment of loans), dividends, stock bonuses, interests or monies of any kind or nature which shall be paid to the Partnership or to any Partner as a result of the Partnership activities after deduction the sum total of all reasonable salaries, rent, promotional costs, travel costs. Office expenditures, telephone costs, accounting and legal fees, entertainment costs and any and all legitimate Partnership expenses incurred by the Partnership while conducting Partnership business. No Partner shall receive any salary, bonus or goods or other assets of the Partnership in excess of the received by any other Partner, except upon the unanimous agreement between all Partners.

7. Management: Each Partner shall have right to participate equally in the control management, and direction of the Program. No Partner shall have the right, without limitation, to borrow or lend money, make, deliver, accept or endorse any commercial paper, compromise or release debts owing to the Partnership, sell, lease, license, assign or hypothecate any Partnership property or enter into an contract for such purpose on behalf of the Partnership or Program, except as expressly authorized by Partner (s).

8. Books of Accounts and Records: The Partnership books and records, together with all other documents and papers pertaining to the business and Program of the Partnership, shall be maintained at its principal place of business or at such other place as shall be designated by the Partners, and shall be available for inspection at all reasonable times by the Partner or any designated representative of any Partner.

9. Dissolution:

(a) This agreement shall terminate, and the Partnership shall be dissolved, upon the first to occur of the following events:

(1) The written agreement of all of the Partners to dissolve the Partnership, or

(2) By operation of law, except as otherwise provided herein. The addition of a new Partner (as provided in Paragraph 10 hereof) or the disassociation of a new Partner (as provided in Paragraph 11 hereof) shall not terminate the Agreement, and it shall remain in full force and effect among the remaining Partner(s).

(b) Upon termination of the Partnership's receivables shall be collected and its assets liquidated forthwith (except as provided in subparagraphs (d) and (e) below). The proceeds from the liquidation of the Partnership assets and collection of the Partnership receivables shall be applied in the following order:

(1) First, to the expense of liquidation and debts of the Partnership other than debts owing to any of the Partners.

(2) Next, to the debts owing to any of the Partners, including debts arising from loans made to or for the benefit of the Partnership, except that if amount of such proceeds is insufficient to pay such debts in full, payment shall be made on a pro rata basis.

(3) Next, in payment to each Partners of any financial capital investment made by him in the Partnership belonging to him, except that if the amount of such proceeds is insufficient to pay such financial capital investment in full, payment shall be made on a pro rata basis.

(4) Next, in payment to each Partner on a pro rata basis of any of such proceeds remaining.

(c) The Partners shall execute all such instruments for facilitating the collection of the Partnership receivables and liquidation of the Partnership assets, and for the mutual indemnity of release of the Partners as may be appropriate under all then-present circumstances.

(d) Any property, including, but not limited to, the Program and all rights and interest in contracts, agreements, options, chooses in actions as Merchandising Rights owned or controlled by the Partnership at the time of dissolution form which income is being derived shall not be sold, but shall be retained and distributed in the manner hereinafter set forth. After the payments provided of in Paragraph 9(b)(1), (2) and (3) have been made in full, any such property owned by the Partnership and the continuing earnings received as a result of the exploitation therefore shall be validated by an accountant selected by the Partners. Said property shall then be distributed, as nearly as possible, in equal shares among the Partners.

10. Addition of a Partner: A new Partner may be admitted to the Partnership but only with the written consent of all the Partners. Each new Partner shall be admitted only if he

shall have executed an agreement with the Partnership under the terms of which such Partner agrees to be bound by all of the provisions hereof, as amended, as if a signatory hereto. Notwithstanding anything to the contrary contained herein, such new Partner shall have no right, title or interest in any of the assets or property of the Partnership existing at the time of his admission to the Partnership ("existing property") or in any of the proceeds derived from such existing property or from the sale, exchange or liquidation hereof. Such new Partner shall have no interest in any assets, property, net profits and losses acquired by the Partnership after his admission to the Partnership. Such new Partner's capital contribution, if any, and share of the Partnership's net profits and losses shall be set forth in the written consent of all of the Partners approving the admission of the new Partner.

11. Disassociation:

(a) A Partner may become disassociated from the Partnership by reason of his death, his disability or his resignation. If a Partner resigns, he shall give thirty (30) days prior written notice of such resignation to each of the other Partners. A Partner (or, in the event of disassociation by death, his executor or personal representative) who is disassociated shall be entitled to receive an amount equal to his proportionate share of the net worth of attributable to the Program, but he shall not be entitled to any of the earnings of the Partnership received thereafter of any interest in the Program, nor shall he be subject to any of the liabilities of the Partnership incurred thereafter, provided, however, such Partner shall be entitled to receive a pro rata or other agreed share of earnings from the exploitation of any items hereunder and embodying his performances as and when such royalties are actually received by the Partnership, less his pro rata or other agreed share of any expenses.

(b) The net worth of the Partnership shall be determined as of the date of disassociation by an accountant selected by the remaining Partner(s) other than the Partnership's regular accountant, and other than the personal accountant of any Partner, which accountant shall be familiar with the entertainment industry.

12. Notices: All Accountings and notices required to be given hereunder, and notices of any action by the Partnership which has the effect of altering any Partner's share of profits or losses shall be given in writing by personal delivery or by telegram at the respective addresses of the Partners set forth above, or at such other addresses as may be designated in writing by registered mail by any Partner.

13. Partnership Bank Accounts: One or more Partnership bank accounts may be opened and maintained by the Partners with such bank or banks as the Partners may determine and any checks or withdrawals from or against any bank account or accounts shall be upon the signature of any _____ (_____) of the Partners or any other persons as the Partners may unanimously select, provided, however, that such checks or withdrawals shall be subject to the approval process set out in Paragraph 7 hereinabove.

14. Assignment of Partners' Interest: No Partner, or executor or administrator of a deceased Partner, shall sell, assign or transfer all or any portion of his financial or other interest in the Partnership or right to receive a share of Partnership assets, profits or other distributions without the prior written consent of all of the other Partners and any such purported sale, assignment or transfer in contravention of the foregoing shall be null and

void.

15. General Provisions:

(a) Liability: The liability of the Partnership or the Partners arising out of any activities of the Partnership shall to the extent possible be covered by appropriate policies of insurance.

(b) Indemnity: Each Partner hereby indemnifies the other Partner(s) and holds such other Partner (s) harmless against and from all claims, demands, actions and rights of action which shall or may arise by virtue of anything done or admitted to be done by him (through or by agents, employees or other representatives) outside the scope of or in breach of the terms of this Agreement. Each Partner shall promptly notify the other Partner knows of the existence of a claim, demand, action or right of action.

(c) Successor and Assigns: Subject to the restrictions on assignments set forth in Agreement, the provisions of this Agreement shall be binding upon and inure to the benefit of the benefit of the heirs, executors, administrators, successors and assigns of the Partners.

(d) Severability: If any term, provision, covenant or condition of this Agreement is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

(e) Gender: Wherever required in this Agreement, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter.

16. Construction: This agreement shall be governed by and construed in accordance with the laws of the State of **California** applicable to contracts entered into and fully to be performed in _____. In the event of any action, arbitration, suit or proceeding arising from or under the Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs of said action, suit, arbitration or proceeding. This is the entire understanding of the parties relating to the subject matter hereof and supersedes all prior and collateral agreements oral or written with reference to the subject matter hereof have been made other than a expressly set for the herein. Each Partner acknowledges that he has consulted with legal counsel of his choice with respect the contents of this Agreement prior to execution hereof, and has been advised such counsel with respect to the meaning and consequences hereof. This Agreement cannot be changed, rescinded or terminated except by a writing signed by each of the Partners. The titles of the paragraphs or this Agreement are for convenience only, and shall not in any way affect the interpretation of any paragraph of this Agreement or of the Agreement itself. In Witness Whereof, the parties have executed this Agreement as of the day and year first above written. Comments or additions agreed to by all Partners:

X _____ X _____ DATE _____
(Signature and title, if any) (company name, if applicable)

X _____ X _____ DATE _____
(Signature and title, if any) (company name, if applicable)

Please print and fill out the application completely and mail to:

Americans Untied For America, Inc.
CONTRACTS
10061 Riverside Drive #411
Toluca Lake, California 91602