

# Capital Contribution Agreement

Date: \_\_\_\_\_

Parties:

Contributor: \_\_\_\_\_

Company: \_\_\_\_\_

## RECITALS

WHEREAS, the Contributor intends to contribute capital to the Company;

WHEREAS, the Company desires to accept such contribution, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

## 1. CAPITAL CONTRIBUTION

The Contributor hereby agrees to contribute the total amount of \$\_\_\_\_\_ ("Capital Contribution") to the Company in exchange for an ownership interest, as described herein.

## 2. CONTRIBUTION TERMS

The Capital Contribution shall be paid by the Contributor on or before:

Date: \_\_\_\_\_

by check, wire transfer, or other agreed methods.

## 3. OWNERSHIP INTEREST

Upon receipt of the Capital Contribution, the Company shall issue to Contributor a \_\_\_\_\_ % ownership interest in the Company, according to the Company's governing documents.

## 4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the authority to enter into this Agreement and that the execution and delivery of this Agreement have been duly authorized.

## 5. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral, relating to the subject matter.

This Agreement may only be amended in writing, signed by both parties.

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Contributor

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Company Representative

## IMPORTANT NOTES

- Ensure all parties understand the ownership percentages being conveyed.
- Confirm all contributions are accurately documented and received.
- Consult legal counsel before executing the agreement.
- This document should align with the Company's governing documents (e.g., Operating Agreement, Bylaws).
- Retain signed copies for each party's records.

