

Pre-Incorporation Agreement for _____

1. Shareholders.

(prospective shareholder names) agree to the following terms and conditions and agree to establish the following mutual rights and responsibilities.

2. Incorporation State.

The Shareholders will form a corporation under laws of _____.

3. Incorporation Date.

The Shareholders will file for incorporation on or before the following date: _____, and will use reasonable efforts to commence business immediate thereafter.

4. Corporate Name.

The corporation shall be named _____.

5. Corporate Purpose.

The corporation will be formed to engage in the following activities:

6. Corporate Stock.

The corporation will authorize a total of _____ shares of common stock. The corporation will issue a total of _____ shares of common stock to the shareholders, in the manner indicated below.

7. Share Payment.

The shareholders agree to the following shares of stock, at an actual price per share of \$_____.

Name	Shares	Total Price
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Payment is due upon incorporation. The corporation will issue a stock certificate to the Shareholder as evidence of stock ownership.

8. Board of Directors.

The initial Directors shall be:

9. Officers.

The initial corporate officers shall be:

_____ President
_____ Vice-President
_____ Secretary
_____ Treasurer

10. Employees.

The corporation shall initially hire the following employees:

_____, at an annual salary of \$ _____ ,
_____, at an annual salary of \$ _____ ,
_____, at an annual salary of \$ _____ ,
_____, at an annual salary of \$ _____ .

11. Principal Place of Business.

The corporation's initial primary office shall be: _____.

12. Bylaws.

The Shareholders shall adopt bylaws that include all of the terms contained herein.

13. S-Corp Election.

The corporation will elect S Corporation status by completing and filing IRS Form 2553.

14. Modification.

This agreement may be modified only by a written agreement signed by all the parties.

15. Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the state of _____.

16. Severability.

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

17. Shareholder Signatures.

Dated: _____

By: _____

Printed Name: _____

Address: _____
