

**Form: Pre-incorporation agreement**

# PREVIEW

## PRE-INCORPORATION AGREEMENT

This agreement is made on \_\_\_\_\_, among [name], of [address], [name], of [address], and [name], of [address].

1. In consideration of the mutual promises, the parties hereto agree to form a corporation to be known as \_\_\_\_\_ Corporation under the laws of the State of Texas, within \_\_\_\_\_ days hereafter, for the purposes of engaging in the business generally of [specify].

2. The period of the corporation shall be perpetual.

3. The initial registered office of the corporation shall be at [address], and the name of the corporation's initial registered agent at that address shall be [name].

4. The Certificate of Formation of the corporation shall be substantially in the form and substance of attachment in Exhibit "A". It shall name the following as the initial directors of the corporation:

Name

Address

5. The first officers of the corporation shall be [name], President; [name], Treasurer, and [name], Secretary. Upon organization of the corporation the initial board of directors by the appropriate corporate resolution shall authorize and direct the officers to execute on behalf of the corporation an employment contract substantially in the form and the substance of the agreement attached as Exhibit "A".

6. The initial board of directors shall, at the organizational meeting, adopt bylaws for the corporation substantially in the form and of the substance of those attached as Exhibit "C".

7. Within fifteen (15) days following the organizational meeting of the initial board of the corporation, [name] and [name] shall pay to the corporation the following sums, and the directors shall authorize and direct the officers of the corporation to issue shares of the common stock of the corporation having a par value of \$[Amount] per share as follows:

Name

Consideration

No. of Shares

8. All costs and expenses, including attorney's fees, required for the formation and organization of the corporation, shall be advanced by [names], in proportion to their ownership of shares of the corporation, and shall be refunded to them by the corporation.

9. No party shall have the right to transfer or assign his interest in this agreement without the prior written consent of any other Party.

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10. If any party hereto is a partnership, corporation and/or trust, such party represents that this agreement, the transaction contemplated herein, and the execution and delivery hereof, have been duly authorized by all necessary partnership, corporate or trust proceedings and actions, including without limitation, the action on the part of the directors, if the party is a corporation. Certified copies of such corporate or other resolutions authorizing this transaction shall be delivered at execution.

11. Time is of the essence in this agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

12. The use of the neuter singular pronoun to refer to the Parties described herein shall be deemed a proper reference even though the Parties may be an individual, a partnership, a corporation, or group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this agreement apply in the plural sense where there is more than one party to this agreement, and to either corporations, partnerships or individuals, males or females, shall in all instances, be assumed as though in each case fully expressed.

13. This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable at [address].

14. If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the agreement is held to be unenforceable, then the invalidity of a specific provision shall not be held to invalidate any other provisions, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this agreement, in which event this agreement shall be canceled.

15. This agreement shall represent the entire agreement by all the Parties except as otherwise provided herein, and it may not be changed except by written amendment duly executed by all parties hereto.

16. All notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if mailed from within the United States by first class mail, postage prepaid, and addressed as follows: \_\_\_\_\_. A party may change the address for notice by giving notice of the change to the other parties in writing.

17. This agreement shall be binding upon and made to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

SIGNED, ACCEPTED AND AGREED TO on \_\_\_\_\_, by the undersigned parties who hereby acknowledge that they have read and understand this agreement and the attachments thereto and execute this agreement voluntarily and of their own free will.

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[Signature]

**PREVIEW**  
[Signature]

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[Signature]

**PLEASE DO NOT COPY**

**THIS DOCUMENT**

**THANK YOU**

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