

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is entered into as of the

_____ day of _____ ,
20 _____ , by and between the following parties:

Party 1:

Name: _____

Address: _____

City, State, Zip: _____

Party 2:

Name: _____

Address: _____

City, State, Zip: _____

(Additional parties may be added as necessary)

RECITALS

WHEREAS, the parties desire to establish a joint venture for the purpose of

_____ ("Joint Venture Purpose");

WHEREAS, the parties wish to define their respective rights and obligations with respect to the joint venture;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

- a. "Joint Venture" shall mean the collaborative business arrangement established by this Agreement.
- b. "Contributions" shall mean the resources, whether financial, intellectual, or material, provided by each party to the Joint Venture.
- c. "Profit Sharing" shall mean the distribution of profits generated by the Joint Venture among the parties.
- d. "Management Committee" shall mean the governing body responsible for overseeing the operations of the Joint Venture.

2. CONTRIBUTIONS

Each party agrees to contribute the following to the Joint Venture:

- a. Party 1 Contribution: _____
- b. Party 2 Contribution: _____

(Additional contributions may be specified as necessary)

3. RESPONSIBILITIES

- a. Party 1 Responsibilities: _____
- b. Party 2 Responsibilities: _____

(Additional responsibilities may be specified as necessary)

4. PROFIT SHARING

Profits from the Joint Venture shall be distributed as follows:

- a. Party 1: _____ %
- b. Party 2: _____ %

(Additional profit sharing arrangements may be specified as necessary)

5. MANAGEMENT STRUCTURE

The Joint Venture shall be managed by a Management Committee consisting of representatives from each party. The initial members shall be:

a. Party 1 Representative: _____

b. Party 2 Representative: _____

Decisions of the Management Committee shall require a majority vote unless otherwise specified.

6. TERM AND TERMINATION

a. This Agreement shall commence on the date first above written and continue until terminated by mutual consent or as otherwise provided herein.

b. Either party may terminate this Agreement upon _____ days written notice to the other party.

c. Upon termination, the parties shall wind up the Joint Venture's affairs and distribute any remaining assets in accordance with their respective contributions and profit-sharing percentages.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the exclusive jurisdiction of the courts located in _____ for any disputes arising out of this Agreement.

8. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Joint

Venture and supersedes all prior agreements and understandings.

10. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or sent by recognized overnight courier to the addresses set forth above.

11. AMENDMENT

This Agreement may be amended only by a written agreement signed by all parties.

12. DEFAULT AND REMEDIES

In the event of a default by any party, the non-defaulting party shall have the right to pursue all legal and equitable remedies available, including but not limited to specific performance, damages, and termination of this Agreement.

13. CONFIDENTIALITY

The parties agree to keep all information related to the Joint Venture confidential and not to disclose it to any third party without the prior written consent of the other party, except as required by law.

14. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be resolved through mediation, and if unsuccessful, through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties have executed this Joint Venture Agreement as of the date first above written.

Party 1:

Signature: _____ Date:

Print Name: _____

Party 2:

Signature: _____ Date: _____

Print Name: _____

WITNESS:

Signature: _____ Date: _____

Print Name: _____

NOTARY PUBLIC:

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and

acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),

and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ Date: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____