

JOINT VENTURE AGREEMENT

This JOINT VENTURE AGREEMENT (the "Agreement") is entered into on this _____ day of _____, 20_____, by and between the following parties:

Party 1:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(hereinafter referred to as "Party 1")

AND

Party 2:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(hereinafter referred to as "Party 2")

(Party 1 and Party 2 may be collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties desire to collaborate on a specific business project or venture (the "Project") to combine their respective resources, expertise, and efforts for mutual benefit; and

WHEREAS, the Parties intend to define their respective roles, responsibilities, contributions, profit-sharing arrangements, and other terms and conditions governing their joint venture; and

WHEREAS, the Parties wish to formalize their understanding and agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- a. **"Agreement"** means this Joint Venture Agreement, including all schedules and exhibits attached hereto, as it may be amended from time to time.
- b. **"Effective Date"** means the date first written above.
- c. **"Joint Venture"** means the collaborative business project or venture undertaken by the Parties as described in this Agreement.
- d. **"Project"** means the specific business undertaking described in Section II of this Agreement.
- e. **"Confidential Information"** means any non-public information, whether commercial, financial, technical, or otherwise, disclosed by one Party to the other, directly or indirectly, in writing, orally, or by inspection of tangible objects, including without limitation, business plans, product designs, financial data, customer lists, and marketing strategies.
- f. **"Intellectual Property"** means all patents, copyrights, trademarks, trade secrets, and other proprietary rights, whether registered or unregistered, and all applications for the foregoing.

II. PROJECT DESCRIPTION

The specific business project or venture that the Parties agree to collaborate on is:

(hereinafter referred to as the "Project").

The primary objectives of the Project are:

III. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect until the completion of the Project, or until terminated earlier in accordance with the provisions of Section XIV herein. The anticipated completion date of the Project is the _____ day of _____, 20____.

IV. CONTRIBUTIONS OF THE PARTIES

Each Party shall make the following contributions to the Joint Venture:

a. **Party 1's Contributions:**

- i. Financial Contribution: \$ _____
- ii. Capital Contribution (e.g., equipment, property): _____
- iii. Services/Expertise: _____
- iv. Other Contributions: _____

b. **Party 2's Contributions:**

- i. Financial Contribution: \$ _____
- ii. Capital Contribution (e.g., equipment, property): _____
- iii. Services/Expertise: _____
- iv. Other Contributions: _____

All contributions shall be made by the _____ day of _____, 20____.

V. ROLES AND RESPONSIBILITIES

The roles and responsibilities of each Party in connection with the Project shall be as follows:

a. **Party 1's Responsibilities:**

b. Party 2's Responsibilities:

Each Party agrees to perform its responsibilities diligently, professionally, and in good faith.

VI. MANAGEMENT AND DECISION-MAKING

a. **Management Structure:** The Joint Venture shall be managed by _____ .

b. Decision-Making:

i. Routine decisions relating to the day-to-day operations of the Project shall be made by

_____ .

ii. Major decisions, including but not limited to, significant financial expenditures exceeding \$ _____ , changes to the Project scope, termination of key contracts, or admission of new parties, shall require the unanimous written consent of both Parties.

c. **Meetings:** The Parties shall hold meetings at least _____ (e.g., weekly, monthly) to discuss the progress of the Project, address any issues, and make necessary decisions.

VII. PROFIT AND LOSS SHARING

a. **Profit Sharing:** Net profits derived from the Project shall be shared between the Parties as follows:

Party 1: _____ %

Party 2: _____ %

Profits shall be distributed _____ (e.g., quarterly, upon Project completion) or as otherwise agreed upon in writing by the Parties.

b. **Loss Sharing:** Net losses incurred by the Project shall be borne by the Parties as follows:

Party 1: _____ %

Party 2: _____ %

The liability of each Party for losses shall be limited to their respective contributions to the Joint Venture, unless otherwise agreed in writing.

VIII. EXPENSES AND FUNDING

a. **Operating Expenses:** All necessary and reasonable operating expenses incurred in connection with the Project shall be shared by the Parties in the same proportion as their loss-sharing percentages, unless otherwise agreed in writing.

b. **Bank Account:** A separate bank account shall be established for the Joint Venture, requiring the signatures of _____ (e.g., both Parties, one designated Party) for withdrawals.

c. **Additional Funding:** In the event that additional funding is required for the Project, the Parties shall mutually agree upon the terms and conditions for such additional funding, including the amount, source, and repayment schedule.

IX. INTELLECTUAL PROPERTY

a. **Ownership:** All Intellectual Property created, developed, or conceived by the Parties jointly in the course of the Project shall be jointly owned by Party 1 and Party 2 in proportion to their respective contributions to the creation thereof, or as otherwise agreed in writing.

b. **Prior Intellectual Property:** Each Party shall retain sole ownership of any Intellectual Property owned by it prior to the Effective Date of this Agreement.

c. **License:** Each Party grants to the other Party a non-exclusive, royalty-free, worldwide license to use its prior Intellectual Property solely for the purpose of carrying out the Project.

X. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

a. It has the full power and authority to enter into this Agreement and to perform its obligations

hereunder.

- b. This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.
- c. Its entry into and performance of this Agreement will not violate any agreement or obligation to which it is a party or by which it is bound.
- d. It will comply with all applicable laws, rules, and regulations in the performance of its obligations under this Agreement.

XI. CONFIDENTIALITY

During the term of this Agreement and for a period of _____ (_____) years thereafter, each Party agrees to keep confidential all Confidential Information disclosed by the other Party. Neither Party shall use the other Party's Confidential Information for any purpose other than for the performance of the Project, nor shall it disclose such Confidential Information to any third party without the prior written consent of the disclosing Party. This obligation of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known to the receiving Party prior to its disclosure by the disclosing Party; (c) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (d) is required to be disclosed by law or court order, provided that the receiving Party gives prompt notice to the disclosing Party to allow it to seek a protective order or other appropriate remedy.

XII. INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) any breach by the Indemnifying Party of its representations, warranties, or covenants under this Agreement; (b) any gross negligence or willful misconduct of the Indemnifying Party in connection with the Project; or (c) any third-party claim arising from the Indemnifying Party's performance of its obligations under this Agreement.

XIII. DEFAULT AND REMEDIES

- a. **Events of Default:** An "Event of Default" shall occur if a Party:
 - i. Fails to make any required contribution as specified in Section IV.
 - ii. Materially breaches any other provision of this Agreement and fails to cure such breach within _____ (_____) days after receiving written

notice thereof from the non-defaulting Party.

iii. Becomes insolvent, files for bankruptcy, or has a receiver appointed over its assets.

b. **Remedies:** Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right, in addition to any other remedies available at law or in equity, to:

i. Terminate this Agreement immediately upon written notice to the defaulting Party.

ii. Seek specific performance or injunctive relief.

iii. Recover any damages incurred as a result of the default.

XIV. TERMINATION

a. **Termination by Agreement:** This Agreement may be terminated at any time by the mutual written consent of both Parties.

b. **Termination for Cause:** Either Party may terminate this Agreement upon an Event of Default by the other Party, as set forth in Section XIII.

c. **Effect of Termination:** Upon termination of this Agreement, the Parties shall:

i. Cease all activities related to the Project, except those necessary for winding down.

ii. Account for all assets, liabilities, and profits/losses of the Joint Venture.

iii. Distribute any remaining assets or liabilities in accordance with their respective profit/loss sharing percentages.

iv. Return or destroy all Confidential Information of the other Party.

v. All provisions of this Agreement which by their nature are intended to survive termination, including but not limited to Sections IX (Intellectual Property), XI (Confidentiality), XII (Indemnification), XV (Governing Law and Jurisdiction), and XVI (Dispute Resolution), shall survive the termination of this Agreement.

XV. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, State of _____, and the Parties hereby irrevocably consent to the personal jurisdiction of such courts.

XVI. DISPUTE RESOLUTION

a. **Negotiation:** The Parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (a

"Dispute") through good faith negotiation.

b. **Mediation:** If a Dispute cannot be resolved through negotiation within

_____ (_____) days, the Parties agree to submit the Dispute to non-binding mediation with a mutually agreed-upon mediator in _____ County, State of _____. The costs of mediation shall be shared equally by the Parties.

c. **Litigation:** If mediation is unsuccessful, either Party may pursue any available legal or equitable remedies in the courts specified in Section XV.

XVII. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail (return receipt requested), or sent by recognized overnight courier service, to the addresses set forth in the preamble of this Agreement, or to such other address as a Party may designate by written notice to the other Party.

XVIII. ENTIRE AGREEMENT

This Agreement, including any attached schedules or exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

XIX. AMENDMENTS

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both Parties.

XX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

XXI. WAIVER

No waiver of any breach of any provision of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach. The failure of either Party to enforce any provision of this

Agreement shall not be construed as a waiver of that provision or of the right to enforce that provision at a later time.

XXII. ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of this Section shall be null and void.

XXIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed original signatures for all purposes.

XXIV. HEADINGS

The headings and titles of the sections and subsections of this Agreement are for convenience only and shall not affect the interpretation or construction of any of its provisions.

XXV. FURTHER ASSURANCES

Each Party agrees to execute and deliver any additional documents and to perform any acts that may be reasonably necessary or desirable to carry out the provisions of this Agreement and to give full effect to its intent.

IN WITNESS WHEREOF, the Parties have executed this Joint Venture Agreement as of the Effective Date first written above.

PARTY 1

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

PARTY 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20_____

Address: _____