

JOINT VENTURE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Party A Name: _____

Party A Address: _____

Party B Name: _____

Party B Address: _____

Recitals:

WHEREAS, the Parties desire to enter into a joint venture arrangement for the purpose of carrying out the business objectives set forth herein; and WHEREAS, the Parties wish to define their respective rights and obligations with respect to the joint venture.

1. Formation and Purpose

The Parties hereby form a joint venture (the "Joint Venture") pursuant to the terms of this Agreement. The purpose of the Joint Venture is to undertake and conduct the business activities described herein in accordance with the laws of the United States.

2. Capital Contributions

Each Party shall contribute capital to the Joint Venture as agreed upon by the Parties in writing. No Party shall be obligated to contribute additional capital unless mutually agreed.

3. Allocation of Profits and Losses

Profits and losses of the Joint Venture shall be allocated between the Parties in proportion to their respective capital contributions or as otherwise agreed in writing.

4. Management and Control

The Joint Venture shall be managed jointly by the Parties. Decisions shall require unanimous consent unless otherwise specified herein.

5. Duties and Obligations

Each Party agrees to devote the necessary time, efforts, and resources to the Joint Venture as reasonably required to fulfill the purpose herein.

6. Term

This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Agreement.

7. Confidentiality

Each Party shall keep confidential all proprietary information received from the other Party and shall not disclose such information except as required by law or with prior written consent.

8. Intellectual Property

All intellectual property developed or acquired by the Joint Venture shall be owned by the Joint Venture unless

otherwise agreed.

9. Books and Records

Accurate and complete books of account and records shall be kept for the Joint Venture and shall be available to the Parties for inspection during normal business hours.

10. Bank Accounts

The Joint Venture shall maintain bank accounts in its name and all funds shall be deposited therein.

11. Restrictions on Transfer

No Party may assign or transfer its interest in the Joint Venture without the prior written consent of the other Party.

12. Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any losses arising out of its gross negligence, willful misconduct, or breach of this Agreement.

13. Termination

This Agreement may be terminated by mutual written consent of the Parties or by a Party upon material breach by the other Party, following a reasonable cure period.

14. Effects of Termination

Upon termination, the Joint Venture shall wind up its affairs, pay liabilities, and distribute remaining assets in accordance with the Parties' respective interests.

15. Governing Law

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.

16. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

17. Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, overnight courier, or email with confirmation, to the Parties' addresses set forth above or as otherwise designated.

18. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the Joint Venture and supersedes all prior understandings.

19. Amendments

No amendment to this Agreement shall be valid unless in writing and signed by both Parties.

20. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21. Waiver

No waiver of any breach shall be deemed a waiver of any subsequent breach.

22. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

23. No Partnership or Agency

Nothing in this Agreement shall be construed to create a partnership, joint employer, or agency relationship between the Parties.

24. Force Majeure

Neither Party shall be liable for failure or delay in performance due to causes beyond its reasonable control.

25. Further Assurances

The Parties agree to execute and deliver such further documents and take such further actions as may be necessary to carry out the intent of this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-business.com/joint-venture-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-business.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.