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Joint Venture Agreement Template

Created by:

[Sender.Company]

Prepared for:

[Client.Company]

This **Joint Venture Agreement** (the "**Agreement**") is made and entered into on **[Date]**, by and between **[Sender.Company]**, a corporation organized and existing under the laws of the State of **[Sender.State]**, with its registered office at **[Sender.StreetAddress]**, **[Sender.City]**, **[Sender.PostalCode]**, and **[Client.Company]**, a corporation organized and existing under the laws of the State of **[Client.State]**, with its registered office at **[Client.StreetAddress], [Client.City], [Client.PostalCode]** (collectively referred to as the "**Parties**" and individually as a "**Party**").

Recitals

WHEREAS, **[Sender.Company]** is engaged in the business of *(insert description of sender's business)*;
WHEREAS, **[Client.Company]** is engaged in the business of *(insert description of client's business)*;
WHEREAS, the Parties wish to collaborate through a joint venture for the purpose of *(insert joint venture purpose or business description)*;

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

1. Formation and Purpose

The Parties hereby agree to establish a joint venture (the "**Joint Venture**") under the name *(insert joint venture name)*, with its principal office located at *(insert address)*. The Joint Venture shall operate as an independent legal entity formed to pursue mutually beneficial business objectives.

The purpose of the Joint Venture is to *(insert description – e.g., develop, market, and deliver specific products or services)*, leveraging the Parties' combined expertise, resources, and market presence to achieve shared commercial goals.

Nothing in this Agreement shall be construed to create a partnership, employment, or fiduciary relationship beyond the scope of this Joint Venture. Both Parties commit to acting in good faith and contributing equitably toward the success of the enterprise.

2. Contributions

Each Party agrees to make an initial contribution to the Joint Venture as outlined below:

1. **[Sender.Company]'s Contribution:**
   (Specify [Sender.Company]'s initial contributions — this may include capital, equipment, intellectual property, resources, or other assets of value. Also note when and how each contribution will be provided.)

2. **[Client.Company]'s Contribution:**
   (Specify [Client.Company]'s initial contributions — this may include capital, goods, technology, labor, or other valuable assets. Also include timing and method of contribution.)

A bank account at *(insert bank name)* shall be opened by **[Sender.Company]** on behalf of the Joint Venture. All financial contributions from both Parties will be deposited into this account by the agreed due date. If the Joint Venture requires additional capital in the future, both Parties will contribute equally unless otherwise agreed in writing.

4. Distribution of Profits

All net profits or income earned by the Joint Venture shall be distributed equally between the Parties unless otherwise specified in a separate written agreement. Distributions shall occur after deducting all operating costs, taxes, and any other necessary expenses related to the business operations of the Joint Venture.

5. Management

The individuals listed below shall make up the management of the Joint Venture (the "**Management Team**"). The Management Team will be organized and structured in a manner that promotes effective oversight, transparent decision-making, and operational efficiency.

Management Team

- **Ava Mitchell** – Chief Executive Officer, **[Sender.Company]**
- **Liam Carter** – Chief Executive Officer, **[Client.Company]**
- **Noah Patel** – Chief Operating Officer, **[Sender.Company]**

6. Responsibilities of the Parties

Each Party shall have specific duties and obligations under this Agreement, as outlined below:

- **[Sender.Company]'s Responsibilities:** *(Insert a detailed list of deliverables, resource commitments, or areas of management.)*
- **[Client.Company]'s Responsibilities:** *(Insert a corresponding list of duties, deliverables, or support obligations.)*

Both Parties agree to act in good faith, cooperate fully, and provide all necessary information or resources required to achieve the objectives of the Joint Venture.

7. Non-Exclusivity

This Agreement does not create an exclusive relationship between the Parties. Each Party is free to enter into similar agreements or business ventures with third parties, provided such activities do not conflict with the obligations or interests of the Joint Venture.

8. Term

This Agreement shall take effect on the date first written above and shall remain in force for an initial term of **(insert number)** years (the "**Initial Term**"). Upon expiration, it will automatically renew for additional **one-year periods** (each, a "**Renewal Term**"), unless terminated in accordance with Section 9 below.

9. Termination

Either Party may terminate this Agreement at the end of the Initial Term or any Renewal Term by giving **at least thirty (30) days' written notice** to the other Party.
Early termination may only occur if both Parties mutually consent in writing or in the event of a material breach that remains uncured for more than **15 business days** after written notice. Upon termination, the Joint Venture shall be dissolved in accordance with applicable law, and any remaining assets or liabilities shall be settled equitably.

10. Confidential Information

The Non-Disclosure Agreement ("**NDA**") executed by the Parties as of **(insert corresponding date)** shall apply in full to this Joint Venture. All confidential or proprietary information shared under this Agreement will remain protected in accordance with the NDA and may not be disclosed or used except as required to fulfill the objectives of this venture.

11. Further Actions

The Parties agree to sign any additional documents and take all necessary actions required to give full effect to the provisions and intent of this Agreement.

12. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party. Any unauthorized assignment shall be considered null and void.
This Agreement shall be binding upon and benefit the permitted successors and assigns of the Parties.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of **(insert country/state)**, without regard to conflict-of-law principles.

14. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original. All counterparts together shall constitute a single binding agreement.

15. Severability

If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be modified or removed to the extent necessary to make it valid, while the remaining provisions shall remain in full force and effect.

16. Notices & Headings

All notices, requests, and communications under this Agreement must be made in writing and shall be deemed duly given when:

1. Personally delivered to the recipient Party;
2. Sent by confirmed email or facsimile transmission;
3. Mailed via certified or registered mail, postage prepaid, with return receipt requested; or
4. Dispatched by a recognized overnight courier service to the Party's address listed in this Agreement.

Any notice shall be considered received (i) upon delivery if delivered personally, (ii) upon confirmation of transmission if sent electronically, or (iii) within three (3) business days after being mailed or one (1) business day after courier dispatch.

The section titles and headings in this Agreement are for convenience and reference only. They do not define, limit, or affect the interpretation of any provision contained herein.

17. Entire Agreement

This Agreement represents the full and complete understanding between the Parties and supersedes all prior negotiations, communications, or agreements, whether written or oral, regarding the subject matter herein.
No amendment or modification shall be valid unless made in writing and signed by both Parties.

In Witness Whereof

The Parties have executed this **Joint Venture Agreement** as of the date first written above.

For [Sender.Company]	For [Client.Company]
Signature: ________________	**Signature:** ________________
Name: [Sender.FirstName] [Sender.LastName]	**Name:** [Client.FirstName] Client.LastName]
Title: [Sender.Title]	**Title:** [Client.Title]
Date: _____________	**Date:** _____________