Save money with our Joint Venture Corporate Kit!

Our Corporate Kit contains everything you will need for your Joint Venture.

- Joint Venture Agreement
- Arbitration & Procedures Clause
- Confidentiality Clause

Have a look at the following excerpts.

JOINT VENTURE AGREEMENT

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JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is made and entered into effective for all purposes and in all respects as of the _____day of _____[MONTH], 200_ by and among

Joint Venturer 1 : Name:	ADDRESS: Phone: Email:
Joint Venturer 2 : Name:	ADDRESS: Phone: Email:
Joint Venturer 3 : Name:	ADDRESS: Phone: Email:

(hereinafter collectively called the "Joint Venturers" and individually called a " Joint Venturer") and

JOINT VENTURE NAME :	ADDRESS: Phone:

(hereinafter called the “Joint Venture”).

SECTION 1 NATURE AND PURPOSE OF AGREEMENT

This agreement establishes an understanding between the Joint Venturers and as such all Joint Venturers agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the Joint Venturers until it has been signed by all Joint Venturers involved in this agreement.

RECITALS

WHEREAS, the Joint Venturers desire to enter into a joint venture agreement in order to set forth the details of their relationship and the governance and management of the Joint Venture;

WHEREAS, the Joint Venturers hereto desire to set forth in full the terms and conditions of their agreements and understandings.

NOW THEREFORE, in consideration of the premises and the mutual agreements and representations herein contained, and intending to be legally bound hereby, the Joint Venturers agree as follows:

SECTION 2 DEFINITIONS

As used in this Agreement the terms listed below will have the meanings stated below, and other terms defined elsewhere will have the meanings there ascribed to them.

2.1 Agreement. Shall mean and refer to this Joint Venture Agreement.

2.2 Joint Venture. Shall mean the Joint Venture formed under and pursuant to this Agreement.

2.3 Person. Shall mean a natural person, partnership, corporation, unincorporated association, trust, estate or any other entity.

SECTION 3 JOINT VENTURE

3.1 Joint Venture Name. The name of the Joint Venture shall be _____.

3.2 Place of Business. The principal place of business of the Joint Venture shall be at

Address
City
Country
State
Zip Code

The Joint Venture shall have such other or additional offices as the Joint Venturers may from time to time designate in accordance with this Agreement.

3.3 Purpose of Joint Venture. The Joint Venturers associate themselves together as Joint Venturers for the purpose of conducting the general business of _____, and any other type of business that may be agreed upon by the Joint Venturers.

3.4 Term of Joint Venture. The Joint Venture shall commence on the date of this Agreement and shall continue until the close of business on _____ or terminated as provided in this Agreement.

SECTION 4 JOINT VENTURER'S CAPTIAL CONTRIBUTIONS

4.1 Joint Venturer's Contributions. The initial capital contribution of each Joint Venturer shall be made within _____ days following the signing of this Agreement in the amounts set forth below.

Name of Joint Venturer	Amount of Contribution
Joint Venturer 1	$0.00
Joint Venturer 2	$0.00

Each Joint Venturer shall contribute by depositing a check into a checking account in the name of the Joint Venture at the bank as outlined in this Agreement.

4.2 Joint Venturer's Interest in Joint Venture. Each Joint Venturer's interest in the Joint Venture shall be as set forth below.

Name of Partner	Interest in Partnership
Joint Venturer 1	%
Joint Venturer 2	%
Total	100%

4.3 Banking. All Joint Venture's revenues shall be deposited in Joint Venture savings and checking accounts in the name of the Joint Venture at such bank or banks as shall be selected by the Joint Venturers.

4.4 Capital Withdrawals. Except as specifically provided in this agreement or by applicable law, no Joint Venturer shall have the right to withdraw his or her contributions to the capital of the Joint Venture.

4.5 Capital Accounts. An individual capital account shall be set up and maintained for each Joint Venturer and shall consist of his initial contribution, increased by (i) additional capital contributions made, and (ii) Joint Venturer's share of Joint Venture's profits and gains, and decreased by (i) distributions of profits and capital to Joint Venturer and (ii) Joint Venture's share of Joint Ventures losses, deductions and credits.

4.6 Interest. No interest shall accrue or be payable to any Joint Venturer by reason of his capital contribution or his capital account.

4.7 Additional Capital. In the event that additional funds are required by the Joint Venture for its business or any of its obligations, expenses, costs, liabilities, or expenditures and that such funds are not required to be contributed to the Joint Venture by the Joint Venturers, then the Joint Venturers, acting on behalf of the Joint Venture may use their effort to cause the Joint Venture to borrow such required funds from commercial banks, savings and loan associations and/or lending institutions or persons including Joint Venturers with interest payable at then prevailing interest rates.

4.8 Joint Venture Loans From Joint Venturers. In the event that the Joint Venture is unable to borrow additional funds as required, the Joint Venturers may but shall not be required to, lend the additional funds to the Joint Venture. Any loans to the Joint Venture from the Joint Venturers shall bear interest at a rate of _____%, and shall be repaid to the Joint Venturers on the following terms _____.

4.9 Profits and Losses. All profits and losses and all items of income, gain, loss, deduction or credit, shall be shared by the Joint Venturers in accordance with their respective Joint Venture interests.

4.10 Legal Title to Joint Venture Property. Legal title to the Joint Venture's property shall be held in the name of the Joint Venture or in such other manner the Joint Venturers shall determine to be in the best interests of the Joint Venture.

SECTION 5 MANAGEMENT OF JOINT VENTURE

5.1 Management Authority. Except as all of the Joint Venturers may otherwise agree in writing, all actions and decision respecting the management, operation and control of the Joint Venture shall in every respect be the full and complete responsibility of the Joint Venturers. All the decisions made for and on behalf of the Joint Venture by the Joint

EXHIBIT C

ARBITRATION AND PROCEDURES CLAUSE.

1. **Exclusive Remedy.** After a [e.g., thirty (30)] day waiting period (the "Waiting Period"), any dispute, controversy, or claim arising out of or relating to this Agreement, or the formation, breach, termination or invalidity thereof, shall be settled by submission to final, binding and non-appealable arbitration ("Arbitration") in accordance with the Rules of the American Arbitration Association (the "Association"), as then in effect, except as varied or excluded by this Agreement, without any right by any party to a trial de novo in a court of competent jurisdiction. During the Waiting Period, the parties shall work diligently and in good faith and use their best efforts to amicably resolve the dispute.

2. **Place of Arbitration**. The Arbitration shall be conducted in [City], [State], by the Regional Office of the Association.

3. **Costs and Fees**. Each party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceedings. The fees of the arbitrators shall be divided evenly between the parties.

4. **Procedure**. The parties shall follow the procedures described below:

   (a) Following the Waiting Period, the party seeking Arbitration (the "Demanding Party") shall give notice of a demand to arbitrate (herein referred to as the "Demand") to the other party (the "Non-Demanding Party") and to the Association. The Demand shall include (A) a statement of the nature of the dispute, (B) copies (if any) of all supporting documentation in the possession of the Demanding Party, (C) a copy of

EXHIBIT D

CONFIDENTIALITY CLAUSE.

Each Joint Venturer acknowledges and agrees that its ownership interest in the Joint Venture affords it access to Confidential Information regarding the Joint Venture and its business, and the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Joint Venture, its business, and its prospects would cause the Joint Venture great loss and irreparable harm, and one of the duties of ownership in the Joint Venture is to prevent the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Joint Venture, its business and its prospects.

Each Joint Venturer agrees that it shall not for himself or on behalf of any other Person (whether as an individual, agent, servant, employee, employer, officer, director, shareholder, investor, principal, consultant or in any other capacity) directly or indirectly use or disclose to any Person any Confidential Information, unless required by applicable laws or judicial or regulatory process.

Confidential Information means information considered confidential by the Joint Venture including but not limited to: customer lists, trade

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