

Joint Venture Contract Form Sample

This **joint venture contract form sample** provides a clear framework for collaboration between parties, outlining roles, responsibilities, and profit sharing. It includes a detailed termination clause to ensure a smooth and legally sound dissolution process. Using this template helps protect all parties' interests and minimizes potential disputes.

Joint Venture Agreement

This Joint Venture Agreement ("Agreement") is made and entered into as of **[Date]**, by and between:

- **[Party 1 Name]**, with its principal place of business at **[Address]**, ("Party 1")
- **[Party 2 Name]**, with its principal place of business at **[Address]**, ("Party 2")

Collectively referred to as "the Parties."

1. Purpose

The purpose of this Joint Venture is to **[briefly describe the business activity or project]**.

2. Roles and Responsibilities

- Party 1 shall be responsible for: **[Responsibilities]**
- Party 2 shall be responsible for: **[Responsibilities]**

3. Capital Contribution

- Party 1 will contribute: **[Describe contribution, e.g., cash amount, assets, services]**
- Party 2 will contribute: **[Describe contribution, e.g., cash amount, assets, services]**

4. Profit and Loss Sharing

The profits and losses of the Joint Venture shall be allocated as follows:

Party 1: **[Percentage or Ratio]**

Party 2: **[Percentage or Ratio]**

5. Management and Decision-Making

The Joint Venture shall be managed by **[describe management structure, e.g., a management committee comprised of representatives from both Parties]**.

6. Term

This Agreement shall commence on the date first written above and shall continue until **[end date or event]**, unless terminated earlier in accordance with the provisions herein.

7. Termination Clause

This Joint Venture may be terminated as follows:

- **By Mutual Consent:** The Parties may terminate this Agreement at any time by mutual written consent.
- **For Cause:** Either Party may terminate this Agreement by providing **[number, e.g., 30]** days' written notice to the other Party in the event of a material breach, provided the breach is not remedied within **[number, e.g., 30]** days after receipt of notice.
- **By Operation of Law:** This Agreement shall terminate automatically if: (a) the project is completed, (b) either Party becomes insolvent or files for bankruptcy, or (c) by any other event as stipulated by law.

Upon termination, the Parties shall promptly wind up the Joint Venture's affairs, settle all outstanding liabilities, distribute assets in accordance with Section 4, and execute any documents necessary to effectuate dissolution.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[State/Country]**.

9. Signatures

Party 1:

Name: [Name]
Title: [Title]
Date: [Date]

Party 2:

Name: [Name]
Title: [Title]
Date: [Date]

This sample is for reference purposes only and does not constitute legal advice. It is recommended to consult with a qualified attorney before entering into any joint venture agreement.