

SIMPLE JOINT VENTURE AGREEMENT

Parties: _____

Recitals:

WHEREAS, the Parties desire to enter into a joint venture for the purpose of collaboratively undertaking the business described herein; and WHEREAS, the Parties wish to set forth the terms and conditions governing their joint venture relationship.

1. Formation and Purpose

The Parties hereby form a joint venture (the "Joint Venture") pursuant to the laws of the United States of America, to conduct the business described as follows: [Insert business description]. The sole purpose of the Joint Venture is to carry out the business activities set forth in this Agreement.

2. Capital Contributions

Each Party shall contribute capital as follows: [Specify details of cash, property, services, or other contributions], which shall be credited to such Party's capital account. No additional contributions shall be required unless agreed to in writing by all Parties.

3. Profits, Losses, and Distributions

The net profits and losses of the Joint Venture shall be allocated to the Parties in proportion to their respective capital contributions unless otherwise agreed in writing. Distributions of cash or other assets shall be made to the Parties at such times and in such amounts as unanimously agreed by the Parties.

4. Management

The management and control of the Joint Venture shall be vested in the Parties collectively. Decisions regarding the Joint Venture shall require the unanimous consent of the Parties unless otherwise specified. Each Party shall have the right to participate in the management and operations as outlined herein.

5. Term

The Joint Venture shall commence as of the date of execution of this Agreement and shall continue until terminated as provided herein.

6. Termination

The Joint Venture may be terminated upon the unanimous written consent of the Parties, or upon the occurrence of any event that makes the continuation of the Joint Venture unlawful or impractical. Upon termination, the assets of the Joint Venture shall be liquidated, and the proceeds shall be distributed to the Parties after payment of all liabilities.

7. Confidentiality

Each Party agrees to keep confidential and not disclose any proprietary or confidential information obtained from the Joint Venture or the other Parties, except as required by law or with prior written consent.

8. Representations and Warranties

Each Party represents and warrants that it has full authority to enter into this Agreement, that this Agreement constitutes a valid and binding obligation, and that the execution and performance of this Agreement does not conflict with any other agreement or law.

9. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Parties against any claims, liabilities, damages, or costs arising from that Party's negligence, willful misconduct, or breach of this Agreement.

10. Dispute Resolution

Any dispute arising under this Agreement shall be resolved first by good faith negotiations between the Parties. If unresolved, the dispute shall be submitted to mediation administered by a mutually agreed mediator in the United States. If mediation fails, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

11. 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 law principles.

12. Miscellaneous

- a) Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.
- b) Amendments: Any amendments must be in writing and signed by all Parties.
- c) Severability: If any provision is held invalid, the remainder shall remain in effect.
- d) Counterparts: This Agreement may be executed in counterparts, each of which is an original.
- e) No Waiver: Failure to enforce any provision shall not constitute waiver.
- f) Assignment: No Party may assign its rights without prior written consent.

PARTY A SIGNATURE

Name: _____
Title: _____
Date: _____
Signature: _____

PARTY B SIGNATURE

Name: _____
Title: _____
Date: _____
Signature: _____

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