

Sample Joint Venture Agreement

Joint Venture/ [Choose one of the following: Operating -- Partnership -- Shareholder] Agreement

[Full legal name of 8(a) Firm]

And

[Full legal name of Partner Venturer]

Trading as

(the "Joint Venture")

This Joint Venture/ [Choose one of the following: Operating -- Partnership -- Shareholder] Agreement (this "Agreement") is entered into between _____, a participant in the U.S. Small Business Administration 8(a) program, located at _____ (the "Managing Venturer"), and _____, located at _____ (the "Partner Venturer" and with the Managing Venturer, the "Venturers"), as of this ___ day of _____, 20__.

1.0 Purpose.

The purpose of this Joint Venture is to bid upon solicitation number RFP _____, SBA Buy No. _____, issued by [Department or Agency Name] , and, if successful to provide _____ services for the base period and options exercised under the contract (the "8(a) Contract").

2.0 Managing Venturer.

_____, the 8(a) participant, is the Managing Venturer of the Joint Venture.

2.1 **Project Manager.** _____, an employee of the Managing Venturer, is the Project Manager of this Joint Venture. He/she is responsible for performance of the 8(a) Contract, overseeing the jobsite, and reporting to and implementing the instructions of the Managing Venturer.

3.0 Net Profits/Losses.

The net operating income and net operating loss of the Joint Venture shall be allocated between and shared by the Venturers in proportion to their percentage ownership interests. In any event, not less

than 51 percent of the net profits/losses earned by the Joint Venture will be distributed to the Managing Venturer.

4.0 Bank Account.

The operating account will be at _____, located at _____ . The operating account will be established in the name of the Joint Venture “ _____.” All receipts of the Joint Venture will be deposited into its operating account. All expenses incurred under the 8(a) Contract will be paid from its operating account. All withdrawals from the operating account will require two (2) signatures, one from a representative of each of the Venturers. Each of the Venturers will designate in writing the person or persons who may sign on its behalf.

5.0 Major Equipment, facilities and other resources.

Upon award of the 8(a) Contract, the Managing Venturer and the Partner Venturer will provide the following equipment, facilities and other resources to the Joint Venture. A detailed schedule of cost or value is included.

The Managing Venturer will provide:

- Equipment: _____
- Facilities: _____
- Other resources:

The Partner Venturer will provide:

- Equipment: _____
- Facilities: _____
- Other resources:

6.0 Contract Performance.

The Project Manager will perform the day-to-day management and administration of the 8(a) Contract. Each of the Venturers will have the right to visit the job-site(s) to evaluate contract performance

6.1 Source of Labor. The Managing Venturer has submitted the following staffing plan outlining its method of maintaining a labor pool throughout the duration of 8(a) Contract performance.

6.2 Negotiating the 8(a) Contract. The Project Manager will be responsible for negotiating the original 8(a) Contract, and any subsequent negotiations.

7.0 Ensured Performance.

Each of the Venturers individually agrees to ensure performance of the 8(a) Contract and to complete performance despite the withdrawal of any member.

8.0 Accounting and Administrative Records.

Accounting and other administrative records relating to the Joint Venture will be kept in the offices of the Managing Venturer, unless approval to keep them elsewhere is granted by the U.S. Small Business Administration ("SBA") District Director or his/her designee upon written request.

9.0 Final Original Records.

Upon completion of the 8(a) Contract, the final original records of the Joint Venture will be retained by the Managing Venturer.

10.0 Quarterly Financial Statements.

Quarterly financial statements showing cumulative 8(a) Contract receipts and expenditures (including salaries of the Joint Venture's principals) will be submitted to SBA not later than forty-five (45) days after each operating quarter of the Joint Venture.

11.0 Project-End Profit and Loss Statement.

A project-end profit and loss statement, including a statement of final profit distribution, will be submitted to SBA no later than 90 days after completion of the 8(a) Contract.

12.0 Performance of Work.

The Managing Venturer will perform [describe services]. The Partner Venturer will perform [describe services]. The Managing Venturer will perform, at a minimum, fifty-one percent (51%) of the total dollar amount of the labor portion of the project, consisting of management personnel and _____ staff. _____ will perform at a maximum forty-nine percent (49%) of the total dollar amount of the labor portion of the project.

13.0 Prior approval by SBA.

SBA must approve this Agreement prior to the award of an 8(a) contract to this Joint Venture.

14.0 Contract Execution.

Subject to SBA's approval, the [Department or Agency Name] will execute an 8(a) contract in the name of [8(a) Participant Name] and [Partner Venturer's Name] trading as [Joint Venture Name].

15.0 Amendments to the Agreement.

All amendments to this Agreement shall be in writing executed by both parties hereto, and must be approved in writing by SBA.

16.0 Inspection of Records.

SBA may inspect the records of the Joint Venture without notice at any time deemed necessary.

17.0 Mediation.

If any controversy or claim arising out of this Agreement cannot be agreed upon by the Venturers, the controversy or claim shall be settled by mediation, in accordance with the following:

17.1 The claim or controversy shall be resolved by a mediator of the American Mediation Association.

17.2 The mediator shall decide, resolve and determine the claim or controversy. The written decision of the mediator shall be final and conclusive upon the Venturers. Judgment on such a decision may be entered in the highest court or the forum having jurisdiction.

17.3 While the mediation proceeding is pending, work on said contract will continue without interruption until completion.

18.0 Other Provisions.

This section should include all provisions the Venturers would ordinarily include in limited liability company operating agreements or member agreements, partnership agreements, shareholder agreements, bylaws, buy-sell agreements, and the like. Such provisions must not conflict with the above provisions and must not violate the provisions of the Code of Federal Regulations, Title 13, Part 124.

_____ [8(a) PARTICIPANT FIRM NAME]

By: _____
Name: _____
Title: _____

Date

_____ [PARTNER VENTURER'S NAME]

By: _____
Name: _____
Title: _____

Date