

# JOINT VENTURE AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**[NAME OF PARTY 1]**

a body corporate duly incorporated / organised under the laws of \_\_\_\_\_  
and having a head office at *[insert address]*  
Corporation / Company / Register # \_\_\_\_\_  
(‘Venturer 1’)

**OF THE FIRST PART**

**-and-**

**[NAME OF PARTY 2]**

a body corporate duly incorporated / organised under the laws of \_\_\_\_\_  
and having a head office at *[insert address]*  
Corporation / Company / Register # \_\_\_\_\_  
(‘Venturer 2’)

**OF THE SECOND PART**

(hereinafter collectively referred to as the ‘Joint Venturers’)

**WHEREAS** the parties to this Agreement desire to form a joint venture (the ‘Joint Venture’) for the purposes of \_\_\_\_\_ *[describe the purpose of the joint venture]* on the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSES** in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

## **1. Business and Location of Joint Venture**

1.1 The business of the Joint Venture shall be \_\_\_\_\_ *[describe]*, or as otherwise determined by mutual agreement of the Joint Venturers.

1.2 The Joint Venture shall conduct business under the name ‘\_\_\_\_\_’ *[insert the business name to be used by the JV]*, at \_\_\_\_\_ *[insert business address]*.

## **2. Term of Joint Venture**

The term of the Joint Venture shall commence on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall terminate upon mutual agreement by the Joint Venturers.

## **3. No Partnership**

The relationship between the Joint Venturers shall be limited to the performance of the terms and conditions of this Agreement. Nothing herein shall be construed or interpreted to create a general partnership between the Joint Venturers, or to authorise any Joint Venturer to act as an agent for another, or to permit any Joint Venturer to bind another, except as specifically set forth in this Agreement, or to borrow money on behalf of another Joint Venturer, or to use the credit of another Joint Venturer for any purpose.

**4. Capital of Joint Venture**

4.1 The capital of the Joint Venture shall consist of £\_\_\_\_\_. The capital contributions from the Joint Venturers shall be as follows:

<b>Name</b>	<b>Capital Contribution</b>	<b>Percentage Interest</b>
Venturer 1	£_____	____%
Venturer 2	£_____	____%

THIS IS A 6-PAGE DOCUMENT.