JOINT VENTURE AGREEMENT

This Joint Venture Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Venturer 1: _____, mailing address _____, signing through _____, title _____ (if a company).

Venturer 2: _____, mailing address _____, signing through _____, title _____ (if a company).

Venturer 3 (if any): _____, mailing address _____, signing through _____, title _____ (if a company).

1. FORMATION AND PURPOSE

The Venturers form a joint venture named _____ (the "Venture") only to carry out this project (the "Project"): _____. The Venture will not take on any other business unless all Venturers agree in writing.

(Check one) [ ] The Venture exists under this Agreement alone, with no new company. The law may treat it like a partnership limited to the Project. [ ] The Venturers will form a limited liability company named _____ within 30 days and carry these terms into its operating agreement.

The Venture lasts until the Project is finished, or until _____ if that comes first, unless the Venturers agree in writing to extend it.

2. CONTRIBUTIONS AND ROLES

Venturer 1 contributes _____ (agreed value $_____) and holds a _____% Percentage Interest.

Venturer 2 contributes _____ (agreed value $_____) and holds a _____% Percentage Interest.

Venturer 3 contributes _____ (agreed value $_____) and holds a _____% Percentage Interest.

Contributions are due within 30 days after the Effective Date. Each Venturer will do the following for the Project: _____.

3. MONEY

Additional capital (check one): [ ] optional only; [ ] required when a majority vote calls for it; [ ] required only if all Venturers agree. Shares of a capital call follow Percentage Interests.

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Profits and losses are shared (check one): [ ] by Percentage Interest; [ ] equally; [ ] as follows: _____.

Available cash is distributed (check one): [ ] when a majority vote approves; [ ] each quarter, less reasonable reserves; [ ] when the Project is finished. No distribution may leave the Venture unable to pay its debts.

Venture money is kept in a separate account. The Venture is treated as a partnership for income tax purposes unless all Venturers agree otherwise, and _____ is its partnership representative.

4. MANAGEMENT AND DECISIONS

The Venture is managed by (check one): [ ] a Management Committee with one representative from each Venturer; [ ] _____ as Managing Venturer. Votes are counted (check one): [ ] one vote per Venturer; [ ] by Percentage Interest. No single expense over $_____ without a majority vote.

These decisions need every Venturer's written approval: amending this Agreement, changing the Project, admitting a new Venturer, ending the Venture early, and _____.

If the Venturers are deadlocked after two votes at least 10 days apart, they will (check one): [ ] meet at a senior level, then mediate, after which any Venturer may end the Venture; [ ] use a buy-sell offer at one stated price; [ ] allow any Venturer to end the Venture after 30 days.

5. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND COMPETITION

Each Venturer keeps what it owned before the Venture and licenses it to the Venture for the Project. Intellectual property created for the Project belongs to (check one): [ ] the Venture, shared by Percentage Interest; [ ] the Venturer that creates it, with a license to the Venture.

Each Venturer keeps the others' non-public information confidential during the Venture and for _____ years after it ends.

During the Venture, no Venturer will take part in a competing project in this field or area: _____ (leave blank for no restriction). No Venturer may take an opportunity that belongs to the Venture. Venturers share competitively sensitive information about their own businesses only as far as the Project needs it.

6. DEFAULT, WITHDRAWAL AND ENDING THE VENTURE

A Venturer is in default if it misses a contribution after 15 days' notice, fails to cure a material breach within 30 days after notice, goes bankrupt, or commits fraud against the Venture. The others may then buy its interest at the buyout price (less _____% if filled in) or end the Venture.

Early withdrawal (check one): [ ] not allowed before the Project ends; [ ] allowed on _____ days' written notice. The buyout price is (check one): [ ] fair market value set by an independent appraiser; [ ] book value with no goodwill.

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When the Venture ends, its property is applied first to creditors, then to reserves, then to the Venturers by positive capital account balances.

7. DISPUTES AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in court; [ ] by mediation, then court; [ ] by mediation, then binding arbitration, in _____ County.

Each Venturer indemnifies the others for its own breach, acts outside its authority, and negligence. No Venturer may bind the Venture or another Venturer without authority. This Agreement is the entire agreement, can be changed only in a writing signed by all Venturers, and may be signed in counterparts and electronically. If any part is unenforceable, the rest stays in effect.

Additional terms: _____

SIGNATURES

Venturer 1

Signature: _____ Date: _____

Printed Name: _____

Venturer 2

Signature: _____ Date: _____

Printed Name: _____

Venturer 3 (if any)

Signature: _____ Date: _____

Printed Name: _____

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