

Limited Purpose Joint Venture Agreement

(For Capital Funding)

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

1. **[Party A Name]**, a [State] [Type of Entity], with principal office at [Address].
2. **[Party B Name]**, a [State] [Type of Entity], with principal office at [Address].

Recitals

1. The Parties wish to form a joint venture solely for the purpose of seeking and managing capital funding for the Project referred to as "[Project Name]" ("Project").
2. The Parties desire to define their respective rights and obligations in connection with the Project.

1. Formation

The Parties hereby form a limited purpose joint venture (the "JV") to collaborate exclusively for securing, managing, and disbursing capital funding related to the Project.

2. Name and Place of Business

The JV shall operate under the name "[JV Name]", with its principal office at [JV Address].

3. Purpose

The exclusive purpose of the JV shall be to apply for, obtain, and manage capital funding required for the Project.

4. Contributions

1. [Party A] shall contribute: [Specify Capital, Services, Resources, etc.].
2. [Party B] shall contribute: [Specify Capital, Services, Resources, etc.].

5. Capital Funding

All capital funding received for the Project shall be deposited in an account mutually agreed upon by both Parties and used exclusively for the Project.

6. Management

The JV shall be managed by a committee consisting of one representative from each Party. Decisions shall require unanimous consent.

7. Profits and Losses

Profits and losses arising from the Project shall be allocated as follows:

- [Party A]: [Percentage]%
- [Party B]: [Percentage]%

8. Term and Termination

This Agreement shall commence on the date first above written and shall terminate upon completion of the Project, mutual agreement, or as otherwise provided herein.

9. Confidentiality

Both Parties shall maintain confidentiality of all information related to the Project and capital funding.

10. Miscellaneous

1. This Agreement is the full understanding between the Parties regarding the subject matter.
2. Any amendments must be made in writing and signed by both Parties.
3. Governing law: [State/Country].

IN WITNESS WHEREOF

The Parties have executed this Limited Purpose Joint Venture Agreement as of the date first written above.

[Party A Name], [Title]

[Party B Name], [Title]

Important Notes

- This template is for reference only and should be customized for the specific project and parties involved.
- Legal counsel should be consulted before finalizing any joint venture agreement.
- Clearly define the JV's limited scope to avoid unintended legal liabilities.
- Ensure all capital contributions and profit-sharing arrangements are explicitly detailed.
- Include dispute resolution procedures if relevant for your jurisdiction and project.