

Standard Joint Venture Agreement for Capital Investment

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

[Party A Name], a corporation organized and existing under the laws of **[Jurisdiction]**, with its principal office located at **[Address]** ("Party A"), and

[Party B Name], a corporation organized and existing under the laws of **[Jurisdiction]**, with its principal office located at **[Address]** ("Party B").

1. Purpose

The Parties hereby form a joint venture ("JV") for the exclusive purpose of making a capital investment in **[Describe Project or Entity]**.

2. Name and Principal Place of Business

The joint venture shall operate under the name **[JV Name]** with its principal place of business at **[Address]**.

3. Capital Contributions

1. Party A shall contribute: **[Specify cash, property, etc.]**.
2. Party B shall contribute: **[Specify cash, property, etc.]**.
3. Additional contributions, if any, shall be made by mutual written agreement.

4. Profit and Loss Sharing

Profits and losses shall be shared as follows:

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

5. Management and Control

The JV shall be managed by a board comprised of one representative from each Party. Decisions shall require the consent of both Parties.

6. Term and Termination

This Agreement shall commence as of the date first written above and continue until the investment is liquidated or terminated by written agreement of the Parties.

7. Confidentiality

Each Party agrees to maintain the confidentiality of all information received in connection with the JV.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction]**.

9. Miscellaneous

1. This Agreement constitutes the entire understanding and supersedes all prior discussions relating to the subject matter.
2. No amendment shall be effective unless in writing and signed by both Parties.
3. No Party may assign its rights or obligations without the prior written consent of the other Party.

Party A: [Name]
Date: _____

Party B: [Name]
Date: _____

Important Notes

- Tailor each clause to reflect the specific investment and relationship between parties.
- Ensure clarity on profit/loss distribution and management control.
- Legal consultation is strongly recommended before signing.
- Confidentiality and dispute resolution should be addressed in detail.
- This sample serves only as a starting template, not as legal advice.