**Joint Venture Agreement**

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This Joint Venture Agreement is made and entered into as of the date of grant set forth below.

**BETWEEN:** [COMPANY NAME] (the "First Joint Venturer), a corporation, organization with complete address.

**AND:** [SECOND JOINT VENTURER NAME] (the " Second Joint Venturer), with complete address.

**WHEREAS,** the parties are desirous of forming a joint venture (the "Venture"), under the laws of the State of \_\_\_\_\_\_\_ by execution of this Agreement for the purposes set forth herein and are desirous of fixing and defining between themselves their respective responsibilities, interests, and liabilities in connection with the performance of the before mentioned construction project; and

**NOW, THEREFORE,** in consideration of the mutual covenants and promises herein contained, the Parties herein agree to constitute themselves as joint venturers, henceforth, "Venturers" for the purposes before mentioned, and intending to be legally bound hereby.

**NOW, THEREFORE**, the parties hereto, after first being duly sworn, do covenant, agree and certify as follows:

**RECITALS:**

* X and Y (sometimes hereinafter referred to collectively as the "Partners" and individually as the "Partner") own the real property described in Appendix A hereto (the "Property") as tenants in common and desire to form a joint venture under the general partnership laws of the State of (State Name) (the "Joint Venture") for the limited purpose of managing, leasing, and developing the Property and in such other businesses as the Partners may agree upon in writing.
* Accordingly, the Partners hereby form and agree to conduct certain activities as a joint venture for the purposes hereinafter set forth and upon the following terms and conditions:

**PERCENTAGE OF PARTICIPATION:**

* Except as otherwise provided in sections hereof, the interest of the Parties in any gross profits and their respective shares in any losses and/or liabilities that may result from the filing of a joint bid and/or the performance of the Construction Contract, and their interests in all property and equipment acquired and all money received in connection with the performance of the Construction Contract shall be as follows:
* The Parties agree that in the event any losses arises out of or results from the performance of the Project, each Venturer shall assume and pay the share of the losses that is equal to the percentage of participation.
* If for any reason, a Venturer sustains any liabilities or is required to pay any losses arising out of or directly connected with the construction of the Project, or the execution of any surety bonds or indemnity agreements in connection therewith, which are in excess of its Percentage of Participation, in the Joint Venture, the other Venturer shall promptly reimburse such Venturer this excess, so that each and every member of the Joint Venturer will then have paid its proportionate share of such losses to the full extent of its Percentage of Participation.
* The Venturers agree to indemnify each other and to hold the other harmless from, any and all losses of the Joint Venture that are in excess of such other Venturer's Percentage of Participation. Provided that the provisions of this subsection shall be limited to losses that are directly connected with or arise out of the performance of the Project and/or the execution of any bonds or indemnity agreements in connection therewith and shall not be relate to or include any incidental, indirect or consequential losses that may be sustained or suffered by a Party.
* The Parties shall from time to time execute such bonds and indemnity agreements, including applications there and other documents that may be necessary in connection with the performance of the Project. Provided however, that the liability of each of the Parties under any agreements to indemnify a surety company or surety companies shall be limited to the percentage of the total liability assumed by all the Parties under such indemnity agreements that is equal to the Party's Percentage of Participation.

**PARTICIPATION IN PROFITS AND LOSSES:**

* The net profits of the Partnership shall be divided and the net losses of the partnership shall be allocated to the Partners according to their respective Partnership Ownership Percentage Interests.
* No interest or additional share of profits shall inure to any Partner by reason of his capital account being proportionately in excess of the capital accounts of the others.
* The "cash available for distribution" for any fiscal year of the Joint Venture shall be the cash receipts of the Joint Venture during such fiscal year, less, the cash disbursements during such period (including principal and interest payments on all Joint Venture obligations) and (ii) any amounts which the Managing Partner reasonably determines to be necessary to be reserved to meet the needs of the Joint Venture's business.
* The cash available for distribution shall be distributed to and allocated among the Partners at such time as the Managing Partner shall determine, but at least annually, in accordance with their Partnership Ownership Percentage Interests.

**TAX CONSIDERATIONS**:

* Begin consideration of tax consequences of the proposed structures: is flow-through or consolidation required this exercise should be started as soon as possible with the other party to ensure both parties’ tax objectives are met
* Parties consider which parties should be parties to the Company if holding companies are to be used should parent entities be parties or simply guarantors.
* How far up the corporate chain is it necessary to go not only to ensure performance of the obligations of the JV parties but to enforce non-competition covenants, etc.
* Consider whether the Company entity should be a party.

**ALLOCATIONS OF NET PROFITS AND LOSSES:**

* Subject to the provisions of this Article, the Net Profits and losses of the Venture (including any net "book" gains of the Venture resulting from a Capital Event) shall be allocated to the Venturers in the following priority:
* First, to those Venturers with negative Capital Accounts, between them in proportion to the ratio of their negative Capital Account balances, until no Venturer has a negative Capital Account.
* Thereafter, to the Venturers, pro-rata, based on their respective Venture interests as set forth in Section hereof.
* Losses is Subject to the provisions of this Article VI, Net Losses of the Venture (including any net "book" loss of the Venture resulting from a Capital Event) shall be allocated to the Venturers, pro rata, based upon their respective Venture interests as set forth herein.

**PROPRIETARY INFORMATION**:

* Each of the Parties agrees that it will not, either during the term of this Agreement or at any time after its termination, use Technology or Background Technology of another Party for any purpose except the TIP research project and the commercial exploitation of the results of the development work of the TIP research project and it will not divulge such Background Technology to any person without the prior written consent of the disclosing Party; provided, however, Background Technology shall not be considered proprietary which: Is in the public domain at the time of disclosure or thereafter enters the public domain other than through a breach of this Agreement.
* Is in the possession of the receiving Party prior to its receipt from the disclosing Party.
* Is lawfully obtained from a third party under circumstances permitting the receiving Party to use or disclose the information without restrictions; or is independently developed by the receiving Party; or is required to be disclosed as a result of government or judicial action.

**CONFIDENTIAL INFORMATION:**

* Confidential Information is defined as information provided by us to you as part of this
* Agreement or through the secure areas of the Service, or in oral or written correspondence, including but not limited to email, instant message, phone call, text message, and RSS feed.
* Notwithstanding the foregoing, any information that is previously known to you or that becomes known to you via legal channels of communication other than us shall not be considered Confidential Information.

**SEVERABILITY:**

If any provision of this JVA is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.

**ARBITRATION AND ATTORNEY’S FEES:**

* The Joint Venturers agree that any dispute, claim, or controversy concerning this Agreement or the termination of this Agreement, or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in \_\_\_\_\_ [City], \_\_\_\_\_\_ [State] in accordance with the rules then in effect of the American Arbitration Association.
* The arbitrator may grant injunctions or other relief in such dispute or controversy.
* The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration.
* Judgment may be entered on the arbitrator’s decision in any court having jurisdiction.
* The Joint Venturers will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and each Joint Venturer shall separately pay its own counsel fees and expenses.

**APPLICABLE LAW:**

All disputes arising from or in connection with this Agreement or its performance shall be resolved through friendly consultation between the parties hereto.

In the event that no agreement can be reached through consultation, either party may bring a legal action to other party Intermediate Court, (State Name).

The execution, performance and interpretation of this Agreement and disputes resolution shall be governed by the laws of the (State Name).

**TERMINATION OF AGREEMENT:**

* Upon dissolution for the reasons stated in Section (2) the Joint Venture shall terminate and be wound up.
* The Joint Venture property shall thereupon be sold (and any Partner may be a purchaser of all or any portion thereof), its liabilities paid or provided for, and the remaining assets distributed to and among the Partners pro rata in accordance with their capital accounts, without undue delay.
* Any remaining profits shall be distributed pro rata in accordance with the Partners' capital accounts as they stood prior to the making of the distribution required under terms of the preceding sentence.
* Neither the dissolution nor termination of the Joint Venture, however, shall affect the rights of any purchaser of a Partner's interest in the Property.

**FORCE MAJEURE:**

* No Party shall be liable, in respect to any delay in completion of work hereunder or of the non-performance of any term or condition of this Agreement directly or indirectly resulting from delays by Acts of God; acts of the public enemy; strikes; lockouts; epidemic and riots; power failure; water shortage or adverse weather conditions; or other causes beyond the control of the Parties.
* In the event of any of the foregoing, the time for performance shall be equitably and immediately adjusted, and in no event shall any Party be liable for any consequential or incidental damages from its performance or nonperformance of any term or condition of this Agreement. The Parties shall resume the completion of work under this Agreement as soon as possible subsequent to any delay due to force majeure.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by a duly authorized officer, and Participants has affixed his/her signature hereto.

First Joint Venturer Second Joint Venturer

By: By:

Name: Name: