

Limited Liability Joint Venture Agreement

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

- **[Party A Name]**, a [State/Country] corporation, with its principal office at [Address]; and
- **[Party B Name]**, a [State/Country] corporation, with its principal office at [Address].

(Each a "Party" and collectively, the "Parties").

1. Purpose

The purpose of this Agreement is to form a limited liability joint venture (the "Joint Venture") to [brief description of business purpose].

2. Formation

The Parties hereby agree to form a limited liability joint venture pursuant to the laws of [Jurisdiction] under the name of [Joint Venture Name].

3. Principal Place of Business

The principal place of business of the Joint Venture shall be at [Address] or such other place as may be determined by the Parties.

4. Capital Contributions

The initial contributions of the Parties shall be as follows:

- [Party A]: [Description of contribution]
- [Party B]: [Description of contribution]

Additional capital contributions shall be made as agreed in writing by the Parties.

5. Management

The Joint Venture shall be managed by a management committee composed of representatives from each Party. Decisions require the approval of both Parties unless otherwise agreed.

6. Profits and Losses

Profits and losses of the Joint Venture shall be allocated to the Parties in proportion to their respective capital contributions unless otherwise agreed in writing.

7. Term

This Agreement shall commence on the date first written above and shall continue until terminated pursuant to Section 8 of this Agreement.

8. Termination

This Agreement may be terminated by mutual written consent of the Parties or upon occurrence of any of the following events:

- Completion of the Joint Venture's purpose;
- Bankruptcy or insolvency of either Party;
- Mutual decision by the Parties.

9. Miscellaneous

- This Agreement represents the entire agreement between the Parties.
- No amendment shall be effective unless in writing and signed by both Parties.
- This Agreement shall be governed by the laws of [Jurisdiction].

[Party A Name]
By: _____

[Party B Name]
By: _____