

# 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].

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[Party A Name]  
By: \_\_\_\_\_

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[Party B Name]  
By: \_\_\_\_\_