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Joint Venture Agreement (All Members Are Disclosed)

This Joint Venture Agreement made and entered into this day of _____ 20____ by _____, with its principal office and place of business in _____, and _____, with its principal office and place of business in _____, both of whom collectively are sometimes referred to as the "Joint Venturers",

WITNESSETH:

WHEREAS, the Joint Venturers submitted a bid and a contract has been awarded by _____ (hereinafter referred to as the "Owner"), for the construction of a Project described as _____ (hereinafter being referred to as the "Project"); and

WHEREAS, the parties hereto desire that their interest in the services to be rendered and the work to be done under the construction contract and any profits derived therefrom and any liability for losses arising out of the performance thereof be defined by an agreement in writing:

NOW, THEREFORE, said parties hereto hereby constitute themselves as joint Venturers for the purpose of performing and completing the said construction contract, but not for any other purposes, it being expressly understood that this agreement contemplate only the furnishing and performance of the work, labor, service, materials, plant, equipment and supplies necessary for the completion of the construction of the Project and that the parties are not making any permanent partnership agreement or joint venture agreement to bid for or

undertake any contracts other than the said construction contract, and nothing in this agreement shall be construed as a limitation of the powers or rights of any party hereto to carry on its separate business for its sole benefit except, however, the parties hereto shall cooperate with each other according to the terms and spirit hereof in the performance of said construction contract.

To carry out the Joint Venture the parties hereto mutually agree as follows:

1. The work to be performed by the Joint Venture shall consist of the Contract and any change orders or supplemental agreements entered into with the owner in connection with the abovescribed Project, all of which are hereinafter referred to as the "Contract" and shall be performed by the joint Venture operating under the name of

2. Each of the parties shall have an undivided interest in the Joint Venture, shall contribute all necessary working capital and shall participate in its net gains and profits and share in its losses and liabilities in the proportion set opposite its name in the next succeeding sentence. In addition, the interest of the parties hereto in and to the Contract, and in and to any and all property and equipment acquired in connection with the performance thereof (except as hereinafter provided) and in and to any and all moneys which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as between themselves in connection with the Contract and with respect to any and all liabilities, costs and expenses in connection therewith, shall be in the following proportions, viz.:

Name	Percentage	%
_____	_____	____%
_____	_____	____%

Each party shall have an equal voice in the determination of any matter involving the business of the Joint Venture until and unless paragraph 21 hereof should become applicable. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this _____ day of _____ (2) _____, 20____ (3) _____, by and between _____ (4) _____ of _____ (5) _____ (hereinafter "_____") and _____ (6) _____ of _____ (7) _____ (hereinafter "_____").

1. GENERAL PROVISIONS

1.01 Business function. The business of the Joint Venture shall be as follows:
(Describe Business function)

1.02 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

2. GENERAL DEFINITIONS

The following comprise the general definitions of terms used in this Agreement:

2.01 Affiliate. An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contributions. The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction.

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I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Nevada. Witness my hand and the seal of the State of Nevada this _____ day of _____, 20____.

1. Entire agreementThis Agreement contains the entire agreement and understanding between the Parties, superseding otuig II enoizamroF . arpos atsi verp atad allad itatisopid onos itraP elled irazninanif itubirtnoc i e ,erutnev tniøj alled otnoc rep I AteicoS .redneS[ad otrepa A Jacnab alled emon etnednospirtroc a ddat a oiracnab otnoc nU .itubirtnoc iteueq id onucaic erinroF id ongosib ah ottrap li odnaug eracificeps .ertlonI .31 .4 .5 .6 lypnomoC.redneS[a OOCekraD yhtomIT ladneizA .neilC[la OECkraIC boca] ladneizA .redneS[a OECrednoB hannaH.enoitseg id maetV .jenoitseg id arutturts alled etnednospirtroc enoizircsed anu eregnuigga[ehc elat odom ni otarutturts Aras enoitseG id maetV II .11 .71 .itraP elled inoizangassa e irossecutus idlav i rep etnalocniv Aras e id ocifeneb a erogiv ni artne odrocca etneserp II .osserppa ni 9 enoizes al noc Atimrofoc ni otanizret Aras non odrocca etneserp li odnaug a onif e ehc onem a .)ovonnir id enimret nu .onucaic[onna nu id itnemernci ni etnemaciamotua avonnir is odrocca etneserp li .elaizini enimret led enimret IA .iratnemelppus irazninanif itubirtnoc erasrev onoved itraP el .ovituigga otneamaiznanif nu adeiheicir erutnev tniøj al arolauQ .itraP el art airaicudif enoizaler artla isaislaug o pihnsrentrap anu eraerc a osetni A odrocca etneserp li .osac nussen ni .e itepsaa ilg ititut ni itraP el art enumoc aserpmi nu ataredisinoc A erutnev tniøj aL .21 .otnemurts onu onocsiutisoc .emeisni eserp es .ilaug el ettut e .elanigro nu ecsiutisoc ilauq elled anucaic .itraportnoc id oremun isaislaug ni otugese eresse Aup odrocca etneserp II itraportnoc .Jelaizini enimret li imna itetnednospirtroc oremun nu ddat id elaiizini odotrep nu rep otteffe de erogiv aneip ni enamir e arpos attircs amirp atad alla aizini odrocca etneserp enimret II individuals in the following positions will include joint venture management (joint venture management) venture) TeameAAA. Neither Party shall have the right to terminate this Agreement at any other time, unless such termination is mutually agreed to by the Parties hereto. Distribution of profitsAny and all net income accruing to the Joint Venture shall be distributed equally to the Parties.You may prefer to reinvest these profits in lieu of paying them out. A Any such attempted assignment without written consent will be void. PurposeThe Joint Venture shall be formed for the purpose of (provide a description of the products and/or services that the Joint Venture is concerned with, and the objective/purpose of the Joint Venture).HereeAAAs where youeAAAlI want to state what each PartyeAAAs initial contributions are. 18. 14. The Joint Venture shall terminate upon termination of this Agreement. 8. THIS JOINT VENTURE AGREEMENT (the eAAA AgreementeAAA or this eAAA Joint Venture AgreementeAAA), is made and entered into as of [Document.CreatedDate], by and between [Sender.Company], a state corporation, with a registered office located at [Sender.StreetAddress][Sender.City][Sender.State] [Sender.PostalCode], and [Client.Company] , a state corporation, with a registered office located at [Client.StreetAddress][Client.City][Client.State][Client.PostalCode] (hereinafter sometimes referred to together as the "Parties" and individually as a "Party").WHEREAS, eAAA[Sender.Company]eAAA is in the business of (add a corresponding business description), andWHEREAS, eAAA[Client.Company]eAAA is in the business of (add a corresponding business description), andWHEREAS, the Parties desire to establish a joint venture between them in order to collaborate in (add a corresponding joint venture description),NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the parties hereto agree as follows: 1. Entire agreementThis Agreement contains the entire agreement and understanding between the Parties, superseding otuig II enoizamroF . arpos atsi verp atad allad itatisopid onos itraP elled irazninanif itubirtnoc i e ,erutnev tniøj alled otnoc rep I AteicoS .redneS[ad otrepa A Jacnab alled emon etnednospirtroc a ddat a oiracnab otnoc nU .itubirtnoc iteueq id onucaic erinroF id ongosib ah ottrap li odnaug eracificeps .ertlonI .51 .etacidugerp onnaras non odrocca etneserp led e inoizisopsid liat id otser led Atullbacilppa l e Atulllav al e evitucese elredner ad odom ni etacifidom o odrocca etneserp lad etallecnac onnaras inoizisopsid liat .elilbacilppa o odlavini eresse rep etmetepmoc enoizisruig id eciduiq nu ad etanimreted onais odrocca etneserp led inoizisopsid el iuc ni arusim alleN .ovonnir id enimret o elaiizini enimret elat id enif alled amirp inroig J03(atnert onemla enoizassec id otires osivna noc ortlaI odnenrof .ovonnir id enimret isaislaug id o elaiizini enimret led enif allad eritrap a ecacifffe .ottartnoC etneserp li eranimret id ottirid li ah rehtiEnoitanimreT id etrap aL .atagaper atsp .atselchir onotrir id atuvicr .itartsigir o itacifitroc .liam allen itatisopid itats eresse opud inroig J3(ert Jiii(.atamrefnoc acinofelet enoissarsit id atspoir anu noc elimiscaf id acinofelet enoissarsit anu id otmemivcir la Jii(.etangescnoc etnemlanosrep odnaug J(:ottartnoC etneserp led airartnoc enoizacidni asrevid ovlas .etinrof etnematiheb onnaras e otircsi rep eresse onoved ottartnoC etneserp led isnes ia inoizacinumoc ertla el e etseihcir el .etseihcir el .inoizacinumoc el ettuT osivva .odrocca etneserp led enoizaterpretni lla etadiffa o etazzillitu onos non e otatlos otmemivrefir id onos odrocca etneserp len itazzillitu ifargarap led icov eL .otteggo lla otirem ni itraP el art .ettires o ilaro .itnedecerp inoisnerpmoc e idrocca .inoizatneserppar .inoizacinumoc formed by this Agreement (the eAAA Joint VentureeAAA) will conduct its business under the name (add a corresponding joint venture name), and will have its registered address at (add a corresponding address). Further actionsThe Parties shall execute any documents and take all appropriate actions as may be necessary to give effect to the Joint Venture. SeverabilityThe Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. Check to hide this tip in the future. Also, specify when the Party needs to provide each of these contributions. Confidential informationThe Non-Disclosure Agreement entered into by the Parties as of (add a corresponding date) (the eAAANDAgAAA) is applicable to the Joint Venture and shall apply in full force and effect to any and all Confidential Information (as defined in the NDA) exchanged or otherwise accessed by a Party under this Agreement. WeeAAAre making the assumption that an NDA is already in place. 2. That said, what do you see as the responsibilities of the parties? AssignmentNeither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Governing lawThis Agreement shall be governed by and construed in accordance with the laws of (add a corresponding country), without regard to conflicts of law principles. A AThis Agreement may not be modified in any manner except by written amendment executed by each Party hereto.In Witness Whereof, the Parties have caused this Joint Venture Agreement to be duly executed and [Sender.FirstName] [Sender.LastName] [Sender.Title] [Sender.Company] [Client.FirstName] [Client.LastName] [Client.Title] [Client.Company] 10. This may include financial, equipment, assets, resources, development and other valuable contributions. 16. 3. Is it by majority or otherwise? The Parties shall each have the following responsibilities within the Joint Venture: [Sender. Corporate Responsibility: (add to the corresponding series of responsibilities) [Client.Company] Responsibility: (add to the corresponding series of responsibilities) 7. Make sure to check the end date if you are going to refer to this Agreement as it may be necessary to extend the NDA to coincide with this Agreement. Contributions The Parties here in turn give their initial contribution to the Common Venture as follows: 1.[Sender. Company contribution:(Add your company's initial contributions, which may include financial, equipment, assets, resources, development and other valuable contributions. Created by: [Sender.FirstName][Sender.LastName][Sender.Company] Prepared for: [Client.FirstName][Client.LastName][Client.Company] This Joint Venture Agreement includes a more contractual agreement than a joint Venture partnership or joint venture financial Joint Venture where a separate business entity is established. Non-exclusivity is formed under this joint agreement and none of the parties are obliged to make offers to the other relating to any activity. While you have your contributions during training, you also need to run the joint Venture business. business.

26/05/2022 · Logan Property, Yukon Territory, Canada Location and Claim Map VANCOUVER, British Columbia, May 26, 2022 (GLOBE NEWSWIRE) -- Almadex Minerals Ltd. ("Almadex" or the "Company") (TSX-V: "DEX ... 08/06/2022 · Fabled Copper Corp. announces additional results of 2021 surface field work on its Muskwa Copper Project. See Figure 1 belowFigure 1 - General Property LocationThe Project is comprised of the Neil ... To establish a lease agreement of approximately (4200m2 - 5720m²) of rentable land with building structures with total floor space of (600m2 - 1350m²) which will be used for Office space with a minimum of 14 Open or Covered parking bays for vehicles, the property is to be located within a 1.5km radius from the current site based at ERF's 167/169, Blenheim Street, ... 26/05/2022 · Northern Lights Resources Corp. is pleased to announce start of the 2022 exploration program at the Medicine Springs Silver Project located in Elko County, Nevada, that the Company is exploring in ... 08/06/2022 · Fabled Copper Corp. announces additional results of 2021 surface field work on its Muskwa Copper Project. See Figure 1 belowFigure 1 - General Property LocationThe Project is comprised of the Neil ... Adamera Minerals Corp (TSX.V - ADZ) is a junior exploration company exploring for high-grade gold deposits in the well-established mining district of northeast 13/06/2022 · Asia Broadband Signs Definitive Acquisition Agreement for High-Grade Bonanza Gold Mine Project in Acaponeta Mexico LAS VEGAS, Nov. 30, 2021 (GLOBE NEWSWIRE) -- via InvestorWire – Asia Broadband Inc. (OTC: AABY) ("AABB" or the "Company") is pleased to announce that it has signed a definitive purchase agreement to acquire a 100% interest in the ... 26/05/2022 · Logan Property, Yukon Territory, Canada Location and Claim Map VANCOUVER, British Columbia, May 26, 2022 (GLOBE NEWSWIRE) -- Almadex Minerals Ltd. ("Almadex" or the "Company") (TSX-V: "DEX ... 26/07/2018 · Supply Agreement and Royalty Agreement [Amendment No. 1] - Basic Vegetable Products LP, Natrol Inc. and ConAgra Foods Inc. (Nov 7, 2000) License and Supply Agreement - Accacia Research Corp. and CombiMatrix Corp. (Nov 2000) Agreement on the Development and Supply of Multi-Use Plastic Crates - Scheller Wavin Systems Inc. and IFCO US LLC (Sep 27 ... DealBook Newsletter Tracking Fear on Wall Street. Plus, with Revlon's bankruptcy, Wall Street bankers get ready for a wave of distressed situations. 26/05/2022 · Northern Lights Resources Corp. is pleased to announce start of the 2022 exploration program at the Medicine Springs Silver Project located in Elko County, Nevada, that the Company is exploring in ... 25/08/2021 · Golden Predator Announces Joint Venture and Option Agreement on the Marg Project, Yukon. Read More 30.01.2015 Golden Predator Announces Stock Option Grant. Read More 02.12.2014 Metallurgical Tests Indicate 93.5% to 98.3% Overall Gold Recovery at Golden Predator's 3 Aces Project, Yukon. Read More 20.11.2014 DealBook Newsletter Tracking Fear on Wall Street. Plus, with Revlon's bankruptcy, Wall Street bankers get ready for a wave of distressed situations. 13/06/2022 · Asia Broadband Signs Definitive Acquisition Agreement for High-Grade Bonanza Gold Mine Project in Acaponeta Mexico LAS VEGAS, Nov. 30, 2021 (GLOBE NEWSWIRE) -- via InvestorWire – Asia Broadband Inc. (OTC: AABY) ("AABB" or the "Company") is pleased to announce that it has signed a definitive purchase agreement to acquire a 100% interest in the ... Adamera Minerals Corp (TSX.V - ADZ) is a junior exploration company exploring for high-grade gold deposits in the well-established mining district of northeast To establish a lease agreement of approximately (4200m2 - 5720m²) of rentable land with building structures with total floor space of (600m2 - 1350m²) which will be used for Office space with a minimum of 14 Open or Covered parking bays for vehicles, the property is to be located within a 1.5km radius from the current site based at ERF's 167/169, Blenheim Street, ... 25/08/2021 · Golden Predator Announces Joint Venture and Option Agreement on the Marg Project, Yukon. Read More 30.01.2015 Golden Predator Announces Stock Option Grant. Read More 02.12.2014 Metallurgical Tests Indicate 93.5% to 98.3% Overall Gold Recovery at Golden Predator's 3 Aces Project, Yukon. Read More 20.11.2014

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