

JOINT VENTURE AGREEMENT

Location: _____ Date: _____

Parties Information:

Party A Name: _____

Party A Address: _____

Party B Name: _____

Party B Address: _____

Recitals:

WHEREAS, the Parties desire to enter into a joint venture pursuant to the terms and conditions set forth in this Agreement to undertake certain business activities in Canada; and WHEREAS, the Parties wish to define their respective rights and obligations with respect to the joint venture.

1. Formation and Purpose

The Parties hereby form a joint venture (the "Joint Venture") for the purpose of conducting the business activities mutually agreed upon by the Parties in Canada. The Joint Venture shall operate in accordance with the terms of this Agreement.

2. Contributions and Capital

Each Party shall contribute capital, assets, services, or other consideration as set forth in the attached Schedule A. No Party shall be required to make additional contributions without the prior written consent of all Parties.

3. Ownership Interests

The Parties shall own the Joint Venture in the proportions set forth in Schedule B. All profits, losses, and distributions shall be shared in accordance with these ownership percentages.

4. Management and Control

The Joint Venture shall be managed by a Management Committee, composed of representatives appointed by each Party as set out in Schedule C. Decisions shall be made by majority vote unless otherwise agreed.

5. Duties and Obligations of the Parties

Each Party agrees to devote such time, effort, and resources as reasonably necessary to the performance of the Joint Venture's objectives and to act in good faith and in the best interests of the Joint Venture.

6. Accounting and Records

Accurate and complete books of account shall be kept for the Joint Venture. Each Party shall have access to the books

and records during normal business hours upon reasonable notice.

7. Bank Accounts

All funds of the Joint Venture shall be deposited in its name in such bank accounts as shall be designated by the Management Committee. Withdrawals shall require the signatures of authorized representatives as designated by the Parties.

8. Term and Termination

This Agreement shall commence on the date hereof and continue until terminated by mutual consent or in accordance with this Agreement. Upon termination, the Joint Venture shall be wound up and its assets distributed as agreed by the Parties.

9. Confidentiality

The Parties agree to keep confidential all non-public information received in connection with the Joint Venture and not to use such information except as necessary to perform their obligations under this Agreement.

10. Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms under Canadian law.

11. Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all claims, losses, damages, liabilities, costs, and expenses arising out of or in connection with any breach of this Agreement or the negligence or willful misconduct of the indemnifying Party.

12. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be referred to mediation in Canada. If unresolved, the dispute shall be finally settled by arbitration administered by a recognized arbitration institution under Canadian arbitration law.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of Ontario.

14. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by all Parties.

15. Entire Agreement

This Agreement, together with any schedules or exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

16. Counterparts and Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures provided by electronic means shall be deemed originals.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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