JOINT VENTURE AGREEMENT

Location: ______________________________ Date: ______________________________

PARTIES:

Party A Full Legal Name: ______________________________

ABN (Australian Business Number) or ACN: ______________________________

Address: ______________________________

Contact (Phone/Email): ______________________________

Party B Full Legal Name:

ABN (Australian Business Number) or ACN: ______________________________

Address: ______________________________

Contact (Phone/Email): ______________________________

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following definitions apply: 'Agreement' means this Joint Venture Agreement including all schedules and appendices; 'Business' means the joint business venture as described in clause 2; 'Parties' means the parties to this Agreement, Party A and Party B; 'Joint Venture' or 'JV' means the contractual arrangement described herein.

2. FORMATION OF JOINT VENTURE

The Parties hereby agree to carry on the Business as a joint venture under the terms set out in this Agreement. The Joint Venture is not intended to create a partnership, agency, or any other legal entity unless expressly stated.

3. PURPOSE

The purpose of the Joint Venture is to undertake and operate [describe business activity], sharing profits, losses, and control as set out herein.

4. CAPITAL CONTRIBUTIONS

Each Party shall contribute capital as agreed, as detailed in Schedule 1. No Party shall be required to make additional capital contributions without prior written consent.

5. MANAGEMENT AND CONTROL

The Joint Venture shall be managed jointly by the Parties. Decisions shall be made by unanimous consent unless otherwise specified. Each Party shall appoint a representative to manage day-to-day operations.

6. PROFITS AND LOSSES

Profits and losses of the Joint Venture shall be shared according to the proportions set out in Schedule 2, which may be amended only by written agreement.

7. BANK ACCOUNTS AND RECORDS

All Joint Venture funds shall be held in a designated bank account. Accurate records and accounts shall be maintained and made available to both Parties upon reasonable request.

8. CONFIDENTIALITY

Each Party agrees to keep all Joint Venture information confidential and use it solely for the purpose of the Business.

9. TERM

This Agreement shall commence on the date first executed and continue until terminated in accordance with clause 12.

10. TERMINATION

The Joint Venture may be terminated by mutual agreement or upon breach of any material term by either Party, subject to written notice and a reasonable opportunity to remedy the breach.

11. EFFECT OF TERMINATION

Upon termination, the Parties shall settle all accounts, liabilities, and distribute any remaining assets in accordance with their respective interests.

12. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall be resolved firstly by negotiation, then mediation, and if unresolved, by arbitration in accordance with the laws of Australia.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and applicable state law.

14. LIABILITY

No Party shall be liable for the debts or obligations of the Joint Venture beyond their agreed contributions except as required by law.

15. INSURANCE

The Joint Venture shall maintain appropriate insurance as agreed by the Parties against risks arising out of the Business.

16. ASSIGNMENT

No Party shall assign or transfer their interest in the Joint Venture without the prior written consent of the other Party.

17. NOTICES

Any notice required under this Agreement shall be in writing and sent by hand, post, or electronic means to the addresses provided by the Parties.

18. ENTIRE AGREEMENT

This Agreement, including its schedules, constitutes the entire understanding between the Parties relating to the Joint Venture and supersedes all previous agreements.

19. AMENDMENTS

No amendment or variation of this Agreement shall be effective unless in writing and signed by both Parties.

20. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, the remainder shall continue in full force and effect.

21. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original and together constitute one instrument.

22. SIGNATURES

The Parties have executed this Agreement as of the date first written above, intending to be legally bound.

PARTY A SIGNATURE	**PARTY B SIGNATURE**
Signature: __________________________	Signature: __________________________