

JOINT VENTURE AGREEMENT

This Agreement, is made on the ____ day of _____, 20____, by and between _____, of _____ hereinafter “_____” and _____ known hereinafter “JV.”

WITNESSETH:

WHEREAS, _____ is in the business of _____

WHEREAS, JV is in the business described on the schedule attached hereto; and

WHEREAS, the parties desire to establish a relationship whereby _____ and JV shall together profit from the sale of the _____ Products and Services, all as set forth hereafter.

NOW THEREFORE, the parties, in consideration of the promises and mutual covenants set forth hereafter, the receipt and sufficiency of which both parties acknowledge, do herewith agree as follows:

1. **Joint Venture Project and Responsibilities.** The parties have agreed to enter into this joint venture whereby each party will be responsible for certain activities or will provide certain products or services all as set forth on the Project Description and Detail Schedule (the “PDDS”) which is attached hereto and incorporated herein by reference.
2. **Distribution of Revenue and Profits.** The parties have agreed that there are certain revenues which will be generated from the joint venture effort, and there are certain expenses, responsibility for which will be specifically set forth in the PDDS. The distribution of all income, expenses and profits will be as set forth on the PDDS.
3. **Term.** This Agreement shall be effective as of the date of execution by both parties and shall extend for the period set forth on the PDDS. Upon the expiration of the initial “Term” this Agreement shall automatically renew for an additional term for the same period of time. Either Party may terminate this Agreement with written notice to the other as described in section 4 below.
4. **Termination.** The following termination rights are in addition to the termination rights which may be provided elsewhere in the Agreement:
 - a. *Immediate Right of Termination.* Either party shall have the right to immediately terminate this Agreement by giving written notice to the other in the event that either party does any of the following: files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if a party discontinues or dissolves its business or if a receiver is appointed for a party or for the party's business and such receiver is not discharged within thirty (30) days.
 - b. *Right to Terminate on Notice.* Either party may terminate this Agreement on ten (10) days written notice to the other Party for any reason. In the event of termination the Parties agree to an orderly fulfillment of their respective responsibilities for matters which reasonably require completion subsequent to the date of termination.
5. **Relationship of the Parties.** It is the express intention of the Parties that the relationship between them for tax purposes each shall be considered an independent contractor or the other, and not: an employee, an agent, franchisee, or a member of a formal partnership agreement Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between them. Unless otherwise provided or agreed neither Party shall have no authority to act on or enter into any contract or understanding, incur any liability or make any representation on behalf of the other Party, without the prior written approval of the other Party.

6. **Mutual Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party, its directors, officers, employees and agents with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that it is based upon a claim that, if true, would constitute a breach of any of the indemnifying Party's representations, warranties, or agreements hereunder. In claiming any indemnification hereunder, the Party claiming indemnification (the "Claimant") shall provide the other Party with prompt written notice of the claim which the Claimant believes falls within the scope of the indemnification. The Claimant may, at its own expense, assist in the defense if it so chooses; provided that the other party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Claimant shall not be final without the Claimant's written consent. The Claimant's failure to give prompt written notice shall relieve the indemnifying Party of responsibility only to the extent that it is actually prejudiced thereby.
7. **Confidential Information.** In carrying out the terms of this Agreement, the Parties may be required to disclose confidential or proprietary information to one another. The Parties agree to protect and preserve all proprietary and/or confidential information of the other and not to disclose the same to any third party without the express prior written consent of the other Party.
8. **Warranties.** Each party represents and warrants that it has the right and power to enter into this Agreement and that there are no other agreements with any other party in conflict with this Agreement.
9. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested or delivered by an overnight express service. The address for such notification shall be as set forth on the PDDS unless written notice of change is provided by one Party to another.
10. **Jurisdiction and Disputes.** This Agreement shall be governed by the laws of Nevada and all disputes hereunder shall be resolved in the applicable state or federal courts of Nevada. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.
11. **Agreement Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.
12. **Transfer and Assignability.** This Agreement may not be assigned without the prior written restrictions of this Section shall not constitute a waiver of any claims a party may have against the transferor or assignor under this Agreement, nor shall it be deemed a waiver of a party's right to demand exact compliance with any of the terms or conditions of the Agreement by the assignee or transferee.
13. **Waiver.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
14. **Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
15. **Integration.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict herewith.

Project Description and Detail Schedule

This project description and Detail Schedule (the “PDDS”), is attached to and incorporated into a Joint Venture Agreement dated _____ between _____. (_____) and _____. (“JV”).

1. Description of Joint Venture Project and Responsibilities of the Parties. The Joint Venture is generally described as follows:

a. General Description of Business Relationship:

b. _____'s Responsibilities:

c. JV's Responsibilities:

2. Pricing, Revenues, Expenses and Profit Distributions. The following describes how the pricing will occur, the revenues for the venture will be generated and how profits, expenses and losses will be distributed:

a. General description of Revenues, Expenses and Profits:

b. Refund Policy.

The Products and Services sold shall include a 3-day refund policy at anytime. If a client or customer provides notice to _____ that he or she wishes to cancel the Product or Service, then he or she shall be refunded the amount of the sales price or registration fee, (less a cancellation fee to be determined by _____ and JV) and disclosed in the registration agreement, and less the prorate value of the Product or Services provided to the client or customer as of the date of the notice of cancellation.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

_____.: “_____”

_____.: “**JV**”

By: _____

By: _____

By: _____