AGREEMENT

JOINT VENTURE AGREEMENT

Single Transaction | Real Estate Investment

1. PARTIES. This Joint Venture Agreement ("Agreement") is made effective as of ____________________, 20____ ("Effective Date"), by and between ____ ("JV Partner 1"), and ____ ("JV Partner 2"). JV Partner 1 and JV Partner 2 are together the "Parties" and each a "Party."

2. PURPOSE; IDENTIFIED TRANSACTION. The Parties agree to jointly pursue a single real estate transaction (the "Transaction") concerning the real property located at: ____, City: ____________________, County: ____________________, State of ____________, ZIP: ____________ (the "Property"), which is ☐ under contract with ____ as seller, dated ____________________, 20____ (the "Underlying Contract"), ☐ not yet under contract. This Agreement applies only to the Transaction and creates no obligation regarding any other property or deal.

3. CONTRIBUTIONS. Each Party will contribute the items checked below, and each contribution is a material inducement to the other Party's participation:

CONTRIBUTION	JV PARTNER 1	JV PARTNER 2
Deal sourcing and securing the Underlying Contract	☐	☐
Funding earnest money deposit of $____________	☐	☐
Buyer list, marketing, and disposition of the Transaction	☐	☐
Transaction management and closing coordination	☐	☐
Capital in the amount of $____________	☐	☐
Other: ______________________________	☐	☐

4. PROFIT SPLIT. Net profit from the Transaction (assignment fee, spread on resale, or other compensation received, less shared expenses listed under Section 5) will be divided: JV Partner 1: ______ %; JV Partner 2: ______ %. Each Party's share will be paid at closing directly through the escrow or closing agent by separate disbursement on the settlement statement wherever practicable, and otherwise within _____ business days after receipt of Transaction proceeds. If the Transaction terminates without closing, no profit is owed and any recovered earnest money returns to the Party that funded it. Any earnest money forfeited to the seller is borne by *(check one)*: ☐ the Party that funded it; ☐ the Parties in proportion to their profit shares.

5. EXPENSES. Each Party bears its own costs and expenses in connection with the Transaction, and no expense is reimbursable or deducted from profit unless listed here or later approved by both Parties in writing. Shared expenses, if any:

____

6. DECISION MAKING. The following require the prior written consent (email sufficient) of both Parties: (a) any change to the purchase price or material terms of the Underlying Contract; (b) any assignment of the Underlying Contract or of a Party's interest in this Agreement; (c) acceptance of any offer from an end buyer; (d) termination of the Underlying Contract; and (e) any commitment that binds the other Party. Day-to-day marketing and administrative actions within a Party's designated contribution do not require consent.

7. RELATIONSHIP OF PARTIES. This Agreement creates a contractual joint venture limited to the Transaction only. It does not create a general partnership, ongoing agency, employment, or fiduciary relationship beyond the Transaction, and neither Party has authority to bind the other except as expressly stated in this Agreement. Neither Party is acting as a real estate broker or agent for the other.

8. CONFIDENTIALITY; NON-CIRCUMVENTION. Each Party will keep confidential the deal terms, pricing, contracts, and the identity and contact information of the other Party's sellers, buyers, lenders, and other counterparties disclosed in connection with the Transaction. For a period of ______ months after the Effective Date, neither Party will directly or indirectly contact, solicit, or transact with the other Party's counterparties introduced under this Agreement in order to circumvent this Agreement or deprive the other Party of its share of the Transaction. This Section survives termination of this Agreement.

9. TERM AND TERMINATION. This Agreement takes effect on the Effective Date and ends automatically upon the earlier of (a) the closing of the Transaction and disbursement of each Party's share, or (b) the termination or expiration of the Underlying Contract without closing. The Parties may also terminate this Agreement by mutual written agreement. Sections 4, 5, 8, 10, and 11 survive termination.

10. DISPUTE RESOLUTION. The Parties will first attempt in good faith to resolve any dispute arising out of this Agreement by direct negotiation, and if unresolved within 15 days, by mediation before a mutually acceptable mediator, with mediation costs shared equally. Any dispute not resolved by mediation will be resolved by (check one): □ binding arbitration before a single arbitrator seated in ______________________, State of ______________, with judgment on the award enforceable in any court of competent jurisdiction; or □ the state courts located in ______________________ County, State of ______________. The prevailing Party in any such proceeding is entitled to recover reasonable attorneys' fees and costs.

11. REPRESENTATIONS. Each Party represents that (a) it has full power and authority to enter into this Agreement; (b) its performance will comply with applicable laws, including any licensing or disclosure requirements applicable to real estate transactions in the state where the Property is located; and (c) it is relying on its own judgment and advisors and not on any representation of the other Party regarding the value or profitability of the Transaction.

12. MISCELLANEOUS. This Agreement (a) is the entire agreement of the Parties regarding the Transaction and supersedes all prior negotiations and understandings; (b) may be amended only in a writing signed by both Parties; (c) is governed by the laws of the State of ______________, without regard to conflict of laws rules; (d) is binding on the Parties and their heirs, successors, and permitted assigns, and may not be assigned by either Party without the other Party's written consent; (e) may be signed in counterparts, and electronic or scanned signatures are effective as originals; (f) confers no rights on any third party; (g) is severable, so that if any provision is held unenforceable the remaining provisions continue in effect; and (h) time is of the essence. Notices may be delivered by email to the addresses set out below the signatures and are effective on transmission.

13. ADDITIONAL TERMS.

JV PARTNER 1 signature Date	JV PARTNER 2 signature Date
JV PARTNER 1 printed name / entity and title	JV PARTNER 2 printed name / entity and title
JV PARTNER 1 phone and email for notices	JV PARTNER 2 phone and email for notices