

**RESTAURANT JOINT**

**VENTURE AGREEMENT**



This Restaurant Joint Venture Agreement, which will also be known as the “Agreement”, is legally organized in accordance with the [INSERT YEAR] [INSERT LAW/RULE/ACT] of [INSERT NAME OF CITY/STATE/PROVINCE/COUNTRY] and legally binds the following:

[INSERT NAME OF RESTAURANT VENTURER A] (Who will also be known as “Restaurant Venture A” throughout the entirety of this Agreement) an individual representing [INSERT NAME OF COMPANY] and with an official business address located at [INSERT STREET ADDRESS], [INSERT NAME OF CITY/STATE/PROVINCE/ COUNTRY], [INSERT ZIP CODE];

And

[INSERT NAME OF RESTAURANT VENTURER B] (Who will also be known as “Restaurant Venture B” throughout the entirety of this Agreement) an individual representing [INSERT NAME OF COMPANY] and with an official business address located at [INSERT STREET ADDRESS], [INSERT NAME OF CITY/STATE/PROVINCE/ COUNTRY], [INSERT ZIP CODE];

Restaurant Venture A and Restaurant Venture B will be separately known as the “Party” and collectively known as the “Parties” throughout the entirety of this Agreement.

**RECITALS**

1. The Parties express a desire to acquire and hold a restaurant business (which will also be known as the “Restaurant Business Venture” throughout the entirety of this Agreement) within the [SPECIFY BUSINESS INDUSTRY OF THE RESTAURANT BUSINESS] industry.

1. The Parties agree that the Restaurant Business Venture would be best operated as a joint venture.
2. The Parties agree to each contribute agreed upon amounts of [INSERT CURRENCY] to be utilized as an official common fund for the sole purpose of the acquisition of the aforementioned business venture.
3. [SPECIFY ADDITIONAL RECITALS HERE].

**TERMS AND CONDITIONS**

The Parties acknowledge and agree to adhere the following terms and conditions:

[4412 Roosevelt Street, San Francisco, CA 94114]

[+1 415 359 1127 | hello@gourmet.com]

[gourmet.com]

1. **DEFINITION OF TERMS**

The following are the terms and their definitions to be used within this Agreement:

1. Agent – This term will refer to the individual known as [INSERT FIRST NAME] [INSERT MIDDLE NAME] [INSERT LAST NAME] who will be duly authorized in accordance with this Agreement terms and conditions to receive, to record, and to keep track of any and all contributions made by the Parties to the Common Fund.
2. Common Fund – This term will refer to the total amount in [INSERT CURRENCY] that will be contributed by the Parties to the Agent for the purpose of being able to acquire the Restaurant Business Venture.
3. Restaurant Venture A – This term will refer to the individual known as [INSERT FIRST NAME] [INSERT MIDDLE NAME] [INSERT LAST NAME] who is representing [INSERT NAME OF COMPANY] in this restaurant business venture.
4. Joint Venture B – This term will refer to the individual known as [INSERT FIRST NAME] [INSERT MIDDLE NAME] [INSERT LAST NAME] who is representing [INSERT NAME OF COMPANY] in this restaurant business venture.
5. Restaurant Business Venture – This term will refer to the business known as [INSERT PROPOSED NAME OF THE RESTAURANT BUSINESS] which will be acquired and operated by the Parties for the purpose of [SPECIFY PURPOSE HERE].
6. **TERM**

The terms and conditions of this Agreement will legally bind the Parties for a period of no more and no less than [INSERT NUMBER] [INSERT MONTHS/YEARS] and will initiate on the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR] and officially terminate on the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR].

1. **THE JOINT VENTURERS AND THEIR DUTIES AND RESPONSIBILITIES**

C.1. Restaurant Venture A

In accordance with the terms and conditions specified within this Agreement, Restaurant Venture A will be held liable and responsible for carrying out the following duties and responsibilities:

1. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER A HERE]
2. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER A HERE]
3. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER A HERE]
4. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER A HERE]
5. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER A HERE]

C.2. Restaurant Venture B

In accordance with the terms and conditions specified within this Agreement, Restaurant Venture B will be held liable and responsible for carrying out the following duties and responsibilities:

1. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER B HERE]
2. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER B HERE]
3. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER B HERE]
4. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER B HERE]
5. [SPECIFY DUTY AND/OR RESPONSIBILITY OF RESTAURANT VENTURER B HERE]
6. **THE RESTAURANT BUSINESS VENTURE**

D.1. Definition and Purpose

The Restaurant Business Venture will be formally known as [INSERT NAME OF PROPOSED RESTAURANT BUSINESS], a joint business acquired and operated by the Parties that will be located at [INSERT STREET ADDRESS], [INSERT NAME OF STATE/CITY/PROVINCE], [INSERT NAME OF COUNTRY], [INSERT ZIP CODE].

The Restaurant Business Venture will be a business within the [SPECIFY NAME OF INDUSTRY HERE] industry that will cater to providing [SPECIFY] products in addition to [SPECIFY] services.

D.2. Acquisition

The Restaurant Business Venture will be acquired through the utilization of the Common Fund. All Parties agree to provide and contribute agreed upon amount of [INSERT CURRENCY].

With this Common Fund, the Parties will be able to provide adequate compensation for the following legal documents and other requirements in order to justly acquire the Restaurant Business Venture in accordance with this Agreement as well as any and all applicable laws of [INSERT NAME OF COUNTRY]:

1. [SPECIFY REQUIREMENT HERE].
2. [SPECIFY REQUIREMENT HERE].
3. [SPECIFY REQUIREMENT HERE].
4. [SPECIFY REQUIREMENT HERE].
5. [SPECIFY REQUIREMENT HERE].

D.4.Proposed Operation Period, Fees and Expenses

The Restaurant Business Venture will officially begin its operations on the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR]. It will operate for a period of no more and no less than [INSERT NUMBER] months or [INSERT NUMBER] [INSERT YEAR OR YEARS].

Once the Restaurant Business Venture is in full operation, there will be the following expenses:

1. [SPECIFY EXPENSE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
2. [SPECIFY EXPENSE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
3. [SPECIFY EXPENSE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
4. [SPECIFY EXPENSE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
5. [SPECIFY EXPENSE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].

Throughout the entirety of its official operation period, the Restaurant Business Venture will have the following applicable fees:

1. [SPECIFY FEE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
2. [SPECIFY FEE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
3. [SPECIFY FEE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
4. [SPECIFY FEE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].
5. [SPECIFY FEE HERE] - [INSERT CURRENCY] [INSERT AMOUNT] per [INSERT DAY/WEEK/MONTH/YEAR].

D.5. Profits (and Division of Profits)

The Restaurant Business Venture aims to be able to earn no less than [INSERT CURRENCY] [INSERT AMOUNT] within [INSERT NUMBER] [INSERT MONTHS/YEAR/YEARS] subsequent to its first official day of operation.

Any and all profits that will be gained by the Restaurant Business Venture will be divided as follows:

Restaurant Venture A will be entitled to receive % [INSERT PERCENTAGE] of all profits made by the Restaurant Business Venture per [SPECIFY FURTHER DETAILS HERE].

Restaurant Venture B will be entitled to receive % [INSERT PERCENTAGE] of all profits made by the Restaurant Business Venture per [SPECIFY FURTHER DETAILS HERE].

Any and all profits made are to be stored safely in a mutual bank account at [INSERT NAME OF BANK] with a street address of [INSERT STREET ADDRESS], [INSERT NAME OF CITY/STATE/PROVINCE], [INSERT NAME OF COUNTRY], [INSERT ZIP CODE]. This mutual bank account will be made accessible at code number [INSERT CODE NUMBER]. This bank account will only be accessed via [SPECIFY] and will be utilized strictly for business purposes only.

[SPECIFY ADDITIONAL TERMS REGARDING PROFIT HERE].

D.6. Losses (and Apportionment of Losses)

Should the Restaurant Business Venture come across any form of loss, then such losses will be apportioned among the Parties as follows:

Restaurant Venture A will be held responsible for % [INSERT PERCENTAGE] of any and all losses incurred by the Restaurant Business Venture.

Restaurant Venture B will be held responsible for % [INSERT PERCENTAGE] of any and all losses incurred by the Restaurant Business Venture.

[SPECIFY ADDITIONAL TERMS REGARDING LOSSES HERE].

1. **OPERATION OF THE RESTAURANT BUSINESS VENTURE**

F.1. Conduction of Operations

Any and all operations that will be carried out by the Restaurant Business Venture will be strictly carried out as follows:

[SPECIFY STEPS, PROCEDURES, AND DETAILS OF CONDUCTION OF OPERATIONS WITHIN THE RESTAURANT BUSINESS VENTURE HERE].

F.2. Accounting and Records

During its official period of operation, the Parties will assign the individual named [SPECIFY], a [INSERT JOB TITLE OF ASSIGNED PERSON] from [INSERT NAME OF COMPANY], with the responsibility of creating, checking, and storing any and all records pertaining to the Restaurant Business Venture.

F.3. Protection (Bonds and Insurance)

To help insure and provide security for the Restaurant Business Venture, the Parties agree to provide just and adequate compensation for the following security bonds and insurances:

1. [SPECIFY SECURITY BOND/INSURANCE] - [INSERT CURRENCY] [INSERT AMOUNT]
2. [SPECIFY SECURITY BOND/INSURANCE] - [INSERT CURRENCY] [INSERT AMOUNT]
3. [SPECIFY SECURITY BOND/INSURANCE] - [INSERT CURRENCY] [INSERT AMOUNT]
4. [SPECIFY SECURITY BOND/INSURANCE] - [INSERT CURRENCY] [INSERT AMOUNT]
5. [SPECIFY SECURITY BOND/INSURANCE] - [INSERT CURRENCY] [INSERT AMOUNT]
6. **THE AGENT AND ITS DUTIES AND RESPONSIBILITIES**

The position of Agent will be assigned to the individual known as [INSERT FIRST NAME] [INSERT MIDDLE NAME] [INSERT LAST NAME], a [INSERT NAME OF JOB TITLE/POSITION] at [INSERT NAME OF COMPANY] located at [INSERT STREET ADDRESS], [INSERT NAME OF CITY/STATE/PROVINCE], [INSERT NAME OF COUNTRY], [INSERT ZIP CODE].

The Agent will be held responsible for receiving and helping to keep secure the monetary contributions made by Restaurant Venture A and Restaurant Venture B for the Common Fund. The Agent will also be held responsible for the following:

1. [SPECIFY DUTY OR RESPONSIBILITY FOR THE AGENT].
2. [SPECIFY DUTY OR RESPONSIBILITY FOR THE AGENT].
3. [SPECIFY DUTY OR RESPONSIBILITY FOR THE AGENT].
4. [SPECIFY DUTY OR RESPONSIBILITY FOR THE AGENT].
5. [SPECIFY DUTY OR RESPONSIBILITY FOR THE AGENT].
6. **COMPENSATION FOR THE AGENT**

The Agent will be receiving compensation for its services rendered to the Parties via the following:

[SPECIFY DETAILS REGARDING COMPENSATION FOR THE AGENT HERE].

1. **COMMON FUND**

The Common Fund will be utilized solely for the purpose of assisting the Parties in the acquisition and operation of the Restaurant Business Venture. It will be equivalent to no less than [INSERT CURRENCY] [INSERT AMOUNT] and no more than [INSERT CURRENCY] [INSERT AMOUNT]. The Common Fund will be broken down and utilized as follows:

[SPECIFY HOW COMMON FUND WILL BE UTILIZED HERE].

1. **CONTRIBUTIONS FOR THE COMMON FUND**

As aforementioned in the above section, both Parties will be expected to give monetary contributions to the Common Fund. Such contributions will be as follows:

1. Restaurant Venture A will contribute to % [INSERT PERCENTAGE] or [INSERT CURRENCY] [INSERT AMOUNT] of the total agreed upon Common Fund. This contribution will be paid in [INSERT WEEKLY/MONTHLY] payments equivalent to [INSERT CURRENCY] [INSERT AMOUNT] each starting from the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR] and with the final contribution to be received on the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR].
2. Restaurant Venture B will contribute to % [INSERT PERCENTAGE] or [INSERT CURRENCY] [INSERT AMOUNT] of the total agreed upon Common Fund. This contribution will be paid in [INSERT WEEKLY/MONTHLY] payments equivalent to [INSERT CURRENCY] [INSERT AMOUNT] each starting from the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR] and with the final contribution to be received on the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR].

[SPECIFY ADDITIONAL TERMS AND DETAILS OF THE CONTRIBUTIONS HERE].

1. **INCAPACITY**

In the event that any of the Parties proves itself to be no longer capable of efficiently and effectively carrying out any of its duties and responsibilities as specified within this Agreement, then the incapable Party will agree to [SPECIFY FURTHER DETAILS HERE].

1. **ARBITRATION**

[INSERT DETAILS ON ARBITRATION AS AGREED BY THE PARTIES OF THIS RESTAURANT BUSINESS VENTURE]

1. **NOTICES**

Any and all notices regarding or carrying any information about or that are found within this Agreement will be sent to [INSERT STREET ADDRESS], [INSERT NAME OF CITY/STATE/PROVINCE], [INSERT NAME OF COUNTRY], [INSERT ZIP CODE]. The notices will adhere to the format shown below:

TO: [INSERT NAME OF RECEIVING PARTY]

NOTICE FOR [INSERT NAME OF RESTAURANT BUSINESS VENTURE]

FROM: [INSERT NAME OF SENDING PARTY]

Any and all notices are to be sent no less than [INSERT NUMBER] [INSERT DAYS/WEEKS.MONTHS] and are to be received no more than [INSERT NUMBER] [INSERT DAYS/WEEKS.MONTHS] by the receiving Party prior to the official date of effectivity specified within the Agreement.

1. **CONFIDENTIALITY**

Any and all information that describe, refer to or in connection with the terms and conditions that are specified within this Agreement will be considered as strictly confidential and will otherwise be classified as confidential information. Such confidential information will be kept strictly between the Parties and will, in no way, manner, or form, whether directly or indirectly, be shared with any other individual, partnership, company, organization, or any other entity that is not legally bound to this Agreement.

1. **VIOLATIONS**

The following, whether intentionally or unintentionally committed, will be considered as violations of the terms and conditions of this Agreement:

1. [SPECIFY VIOLATION HERE].
2. [SPECIFY VIOLATION HERE].
3. [SPECIFY VIOLATION HERE].
4. [SPECIFY VIOLATION HERE].
5. [SPECIFY VIOLATION HERE].
6. **SANCTIONS AND PENALTIES**

Should any of the aforementioned violations be committed, then the Party who has committed such violation will be subjected to any of the following sanctions and penalties as seen fit:

1. [SPECIFY SANCTION OR PENALTY].
2. [SPECIFY SANCTION OR PENALTY].
3. [SPECIFY SANCTION OR PENALTY].
4. [SPECIFY SANCTION OR PENALTY].
5. [SPECIFY SANCTION OR PENALTY].
6. **TERMINATION**

The following will be considered as grounds for termination of this Agreement:

1. [SPECIFY GROUND FOR TERMINATION].
2. [SPECIFY GROUND FOR TERMINATION].
3. [SPECIFY GROUND FOR TERMINATION].
4. [SPECIFY GROUND FOR TERMINATION].
5. [SPECIFY GROUND FOR TERMINATION].
6. **GOVERNING LAW**

This Agreement has been legally made and organized in accordance with the [INSERT YEAR] [INSERT

LAW/ACT/RULE] of [INSERT NAME OF CITY/STATE/PROVINCE/COUNTRY].

IN WITNESS WHEREOF, all Parties acknowledge and agree to the above-mentioned terms and conditions as specified within this Agreement.

|  |  |
| --- | --- |
| [INSERT AUTHORIZED SIGNATURE]  [INSERT NAME OF RESTAURANT  VENTURER A]  [INSERT TITLE/POSITION OF  VENTURER A]  [INSERT NAME OF COMPANY]  [INSERT COMPLETE ADDRESS]  [INSERT CONTACT NUMBER]  [INSERT EMAIL ADDRESS] | [INSERT AUTHORIZED SIGNATURE]  [INSERT NAME OF RESTAURANT  VENTURER B]  [INSERT TITLE/POSITION OF  VENTURER B]  [INSERT NAME OF COMPANY]  [INSERT COMPLETE ADDRESS]  [INSERT CONTACT NUMBER]  [INSERT EMAIL ADDRESS] |