

## AGREEMENT TO DISSOLVE JOINT VENTURE

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_ (*name of joint venturer*)  
("Venturer1")

- and -

\_\_\_\_\_ (*name of joint venturer*)  
("Venturer2")

**WHEREAS** the parties hereto entered into a joint venture on \_\_\_\_\_, 20\_\_\_\_ for the purpose of \_\_\_\_\_ (*briefly describe purpose of joint venture*) (the "Joint Venture").

**AND WHEREAS** the project for which the Joint Venture was established has been completed and the parties now wish to dissolve the joint venture.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. The Joint Venture is hereby dissolved.
2. Any and all remaining assets of the Joint Venture shall be liquidated, and the proceeds realized from the liquidation shall be distributed according to the following order of priority:
  - (a) First, to payments of all outstanding Joint Venture expenses (if any), including obligations, royalties, debts, salaries, and taxes, and expenses necessary to wind up the Joint Venture.
  - (b) Second, to the parties according to the following formula:
    - (i) Proceeds up to the first \$\_\_\_\_\_ shall be divided \_\_\_% to Venturer1 and \_\_\_% to Venturer2, and
    - (ii) Proceeds over and above \$\_\_\_\_\_ shall be split equally (50/50) between the parties.
3. (*If this paragraph does not apply, delete it.*) The parties agree that all future income received from the world-wide sales, licensing and distribution of \_\_\_\_\_ (*if the joint venture produced products or materials which will be licensed or distributed, describe them here*), shall be shared equally.
4. Upon the request of either party, a complete and final audit of the books, records, and accounts of the Joint Venture shall be conducted, and all final adjustments between the parties shall be made on the basis of such audit.
5. If, after the termination of the Joint Venture, any claim, liability, or expense shall be asserted against the Joint Venture which was not used in computing the profits and losses of the Joint Venture and which is a proper item of computation, the parties shall bear any such claim, liability, or expense equally.
6. All intellectual property rights in the \_\_\_\_\_ (*products or materials*) shall be owned by the parties as tenants in common and held in the names of both parties jointly.

7. Neither party shall sell, or otherwise voluntarily dispose of their intellectual property rights in the \_\_\_\_\_ without the written consent of the other party, which consent, however, shall not be unreasonably withheld.

**THIS IS A 3-PAGE TEMPLATE.**