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JOINT VENTURE AGREEMENT

REPUBLIC OF ZAMBIA

This Joint Venture Agreement (“Agreement”) is made and entered into on the _____ day of _____, 20, by and between:

Party A: _____

of Address: _____

Party B: _____

of Address: _____

Collectively referred to as the “Parties”.

WHEREAS, the Parties desire to establish a joint venture arrangement to collaborate in the development, operation, and/or management of the following business activity:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. FORMATION

The Parties hereby form a Joint Venture (the “Joint Venture”) pursuant to the laws of the Republic of Zambia, specifically governed by the Companies Act No. 10 of 2017.

2. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the Joint Venture shall be: _____

The principal place of business shall be: _____

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3. PURPOSE

The purpose of the Joint Venture is to:

4. CAPITAL CONTRIBUTIONS

Each Party shall contribute the following capital, assets, or services:

Party A: _____

Party B: _____

5. OWNERSHIP AND PROFIT SHARING

Ownership interests in the Joint Venture shall be as follows:

Party A: _____ %

Party B: _____ %

Profits and losses shall be distributed in proportion to each Party's respective ownership interest.

6. MANAGEMENT AND DECISION-MAKING

The day-to-day operations of the Joint Venture shall be managed jointly by representatives of each Party. Decisions shall require:

Unanimous agreement

Majority approval

Other (specify): _____

7. TERM AND TERMINATION

This Agreement shall commence on the date hereof and shall continue in effect until terminated by mutual written agreement or as provided herein. Either Party may terminate the Joint Venture by providing _____ days' written notice to the other Party.

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8. CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of any proprietary or sensitive information shared in the course of the Joint Venture, and shall not disclose such information without prior written consent.

9. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall first be resolved through good faith negotiations. Failing such resolution, disputes shall be referred to arbitration under the Arbitration Act No. 19 of 2000.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Zambia.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Venture Agreement as of the date first written above.

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SIGNED for and on behalf of PARTY A

Name: _____

Title: _____

Date: _____

Stamp: _____

SIGNED for and on behalf of PARTY B

Name: _____

Title: _____

Date: _____

Stamp: _____

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COMMERCIAL LEASE AGREEMENT

REPUBLIC OF ZAMBIA

This Commercial Lease Agreement (the “Agreement”) is entered into on this _____ day of _____, 20, by and between:

Landlord (Lessor):

Name: _____

Address: _____

Contact Number: _____

Tenant (Lessee):

Name: _____

Business Name (if applicable): _____

Registered Address: _____

Contact Number: _____

WHEREAS, the Landlord is the registered proprietor of the property known as:

(hereinafter referred to as the “Premises”);

AND WHEREAS, the Tenant desires to lease the Premises for commercial purposes;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

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1. LEASED PREMISES

The Landlord hereby leases to the Tenant the Premises located at:

2. TERM

The lease shall commence on the _____ day of _____, 20, and shall continue for a term of _____ months/years, unless earlier terminated in accordance with this Agreement.

3. RENTAL AMOUNT

The Tenant agrees to pay the Landlord a monthly rental amount of ZMW _____ (Kwacha) payable on or before the _____ day of each month.

4. SECURITY DEPOSIT

The Tenant shall pay a refundable security deposit of ZMW _____, which shall be held by the Landlord and returned upon termination of the lease, less any deductions for damages or unpaid rent.

5. USE OF PREMISES

The Premises shall be used solely for the following commercial purpose(s):

6. MAINTENANCE AND REPAIRS

The Tenant shall be responsible for the general maintenance of the Premises. The Landlord shall be responsible for structural repairs unless such damage is caused by the Tenant's negligence.

7. ALTERATIONS

The Tenant shall not make structural or major alterations to the Premises without prior written consent of the Landlord.

8. SUBLETTING AND ASSIGNMENT

The Tenant shall not sublet, assign, or otherwise transfer this lease or any interest therein without the written consent of the Landlord.

9. TERMINATION

Either party may terminate this Agreement by giving _____ days' written notice to the other party. In the event of breach, the innocent party may terminate the lease immediately upon written notice.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Zambia, specifically the Land and Deeds Registry Act, Cap. 185 and related statutes.

11. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be resolved in accordance with the Arbitration Act No. 19 of 2000, or through the courts of competent jurisdiction within Zambia.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

SIGNED for and on behalf of the LANDLORD

Name: _____

Title: _____

Date: _____

Stamp: _____

SIGNED for and on behalf of the TENANT

Name: _____

Title: _____

Date: _____

Stamp: _____