

HUSBAND AND WIFE LLC OPERATING AGREEMENT

Formation State:

Effective Date:

Article I – Formation

The Members hereby form a Limited Liability Company (“LLC”) pursuant to the laws of the State set forth above. The rights and obligations of the Members shall be governed by this Operating Agreement and applicable state law.

Article II – Name and Principal Place of Business

The name of the LLC shall be the name indicated herein as Husband and Wife LLC. The principal place of business shall be as agreed by Members and may be changed by majority vote.

Article III – Purpose

The purpose of the LLC is to engage in any lawful business for which limited liability companies may be organized under the laws of the State of Formation.

Article IV – Members

The Members of the LLC are the Husband and the Wife as named herein. Each Member acknowledges having contributed capital as agreed and owns an equal interest unless otherwise documented.

Article V – Capital Contributions

The Members shall contribute capital in cash, property, or services as agreed upon. Additional contributions may be required as unanimously agreed by the Members.

Article VI – Profits, Losses, and Distributions

Profits and losses shall be allocated equally between the Members unless otherwise agreed. Distributions shall be made at the discretion of the Members, subject to available funds and applicable law.

Article VII – Management

The LLC shall be managed jointly by the Members. Each Member shall have equal rights in the management and conduct of the LLC’s business. Actions may require unanimous consent unless otherwise provided.

Article VIII – Meetings

Members shall hold meetings as necessary. Notice shall be given to all Members. A quorum shall consist of all Members. Decisions shall be made by unanimous vote unless otherwise specified.

Article IX – Transfer of Membership Interests

No Member may transfer, sell, pledge, or otherwise dispose of any interest in this LLC without the prior written consent of the other Member(s), except as provided by law or this Agreement.

Article X – Dissolution

The LLC shall dissolve upon the occurrence of any event requiring dissolution under applicable law, or by mutual written agreement of the Members. Upon dissolution, assets shall be liquidated and distributed according to Members' interests after payment of liabilities.

Article XI – Indemnification

The LLC shall indemnify to the fullest extent permitted by law any Member or manager for acts performed on behalf of the LLC, except in cases of gross negligence, willful misconduct, or breach of this Agreement.

Article XII – Books, Records, and Accounting

Complete books and records of the LLC shall be maintained at the principal place of business. Members shall have full access to such books and records during reasonable business hours.

Article XIII – Tax Treatment

The LLC shall be treated as a partnership for federal and applicable state income tax purposes. The Members shall file all necessary tax returns and comply with tax obligations.

Article XIV – Amendments

This Operating Agreement may be amended only by a written agreement signed by all Members.

Article XV – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of formation, without regard to its conflict of law principles.

Article XVI – Dispute Resolution

Any disputes arising under this Agreement shall first be subject to mediation. If mediation fails, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

Article XVII – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Article XVIII – Entire Agreement

This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements or understandings.

Member Information

Husband Full Name: _____
Address: _____
Phone/Email: _____

Wife Full Name: _____
Address: _____
Phone/Email: _____

HUSBAND'S SIGNATURE

WIFE'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementdocs-us.com/husband-and-wife-llc-operating-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementdocs-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.