

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

State of Formation: _____ Effective Date: _____

Article I – Formation

This Limited Liability Company Operating Agreement (“Agreement”) is entered into by and among the Members listed herein (the “Members”) for the purpose of forming a limited liability company (“LLC”) pursuant to the laws of the State in which it is formed. The Members agree to be bound by the terms and conditions set forth in this Agreement.

1.1 Name

The name of the LLC shall be: _____.

1.2 Principal Office

The principal office of the LLC is located at: _____.

1.3 Registered Agent

The registered agent for service of process is: _____.

Article II – Purpose and Powers

The purpose of the LLC is to engage in any lawful business activity permitted under the laws of the State of formation. The LLC shall have all powers necessary or convenient to carry out its business and affairs.

Article III – Members and Capital Contributions

3.1 Members. The names and addresses of the Members, and their respective initial capital contributions, are as follows:

| Member Name | Address | Capital Contribution (USD) |
|-------------|---------|----------------------------|
| | | |
| | | |
| | | |

3.2 Additional Contributions. No Member shall be required to make additional capital contributions except as agreed in writing by all Members.

Article IV – Allocation of Profits and Losses

Profits and losses of the LLC shall be allocated among the Members in proportion to their respective capital contributions, unless otherwise agreed in writing by all Members.

Article V – Distributions

Distributions of cash or other assets shall be made to the Members at the discretion of the Members or as otherwise provided in this Agreement, in proportion to the Members' respective ownership interests.

Article VI – Management

6.1 Management. The LLC shall be managed by its Members unless otherwise designated. 6.2 Authority. Each Member shall have authority to bind the LLC only as provided in this Agreement or as authorized by the Members. 6.3 Meetings. Meetings of Members may be called by any Member upon reasonable notice. 6.4 Voting. Each Member shall have voting rights proportionate to their ownership interest. Except as otherwise provided, decisions shall require a majority of the ownership interests.

Article VII – Books, Records, and Accounting

The LLC shall maintain complete and accurate books and records of its operations, which shall be made available to Members for inspection during normal business hours. The fiscal year shall end on December 31 unless otherwise determined by the Members.

Article VIII – Transfers and Assignments

No Member may transfer or assign any part of their interest in the LLC without the prior written consent of all other Members, except as permitted by this Agreement or applicable law. Any purported transfer without such consent shall be null and void.

Article IX – Dissolution and Winding Up

The LLC may be dissolved upon the occurrence of any event requiring dissolution under applicable law or upon the unanimous consent of the Members. Upon dissolution, the LLC shall wind up its affairs, pay or provide for its liabilities, and distribute remaining assets to the Members in accordance with their ownership interests.

Article X – Indemnification

To the fullest extent permitted by law, the LLC shall indemnify and hold harmless each Member, manager, officer, or agent from and against any and all claims, liabilities, losses, damages, and expenses arising from LLC activities, except for those resulting from gross negligence, willful misconduct, or breach of this Agreement.

Article XI – Amendments

This Agreement may be amended only by the unanimous written consent of all Members.

Article XII – Miscellaneous

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____. 12.2 Severability. If any provision is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. 12.3 Entire Agreement. This Agreement constitutes the entire agreement among the Members relating to the LLC. 12.4 Notices. Notices shall be given in writing to the Members at their addresses set forth herein or as updated in writing. 12.5 Counterparts. This Agreement may be executed in counterparts, each of which

shall be deemed an original.

MEMBER SIGNATURE

MEMBER SIGNATURE

Signature: _____

Signature: _____

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