

STANDARD OPERATING AGREEMENT

Location: _____ Date: _____

Parties:

This Standard Operating Agreement (the "Agreement") is entered into by and between:

Company Name: _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS, the parties desire to establish the terms and conditions under which the Company shall operate its business and manage its affairs; and WHEREAS, this Agreement sets forth the rights, duties, and obligations of the parties with respect to the Company's operations.

Section 1 – Formation and Purpose

The parties hereby form a business entity pursuant to the laws of the United States of America, under the terms of this Agreement, to conduct the business activities described herein. The purpose of the Company is to engage in lawful business activities as agreed by the parties.

Section 2 – Capital Contributions

Each party shall contribute capital to the Company as agreed and set forth in separate capital contribution schedules. Additional contributions shall require unanimous written consent.

Section 3 – Allocation of Profits and Losses

Profits and losses of the Company shall be allocated to the parties in proportion to their respective percentage interests as specified in this Agreement.

Section 4 – Management of the Company

The Company shall be managed by the designated Manager(s) or as otherwise determined by majority vote of the parties. Managers shall have full authority to act on behalf of the Company.

Section 5 – Meetings and Voting

Regular meetings of the parties shall be held as agreed. Each party shall have voting rights proportional to their ownership interest. Decisions shall be made by majority vote unless otherwise specified.

Section 6 – Duties and Restrictions

Parties shall act in good faith and in the best interest of the Company. No party shall engage in competing activities without prior written consent.

Section 7 – Books, Records, and Accounting

Complete and accurate books and records of the Company shall be maintained. Each party shall have the right to inspect and copy such records during normal business hours.

Section 8 – Distributions

Distributions of Company funds shall be made in accordance with the parties' respective interests and subject to

available cash flow, as determined by the Manager(s).

Section 9 – Transfer of Interests

No party may transfer or assign their interest in the Company without the prior written consent of the other parties, except as otherwise provided herein.

Section 10 – Withdrawal or Removal of a Party

A party may withdraw with written notice subject to terms set forth herein. Removal of a party requires unanimous consent, and appropriate buyout terms shall apply.

Section 11 – Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of specified events or by unanimous consent. Upon dissolution, assets shall be liquidated and distributed according to applicable law and this Agreement.

Section 12 – Indemnification

The Company shall indemnify and hold harmless its parties, managers, and agents to the fullest extent permitted by law against any claims arising from Company activities.

Section 13 – Confidentiality

Parties agree to maintain confidentiality of proprietary information and shall not disclose such information except as required by law or authorized by the Company.

Section 14 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved by negotiation, mediation, or binding arbitration in accordance with the laws of the United States.

Section 15 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States of America applicable to agreements made and to be performed entirely within such jurisdiction.

Section 16 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized overnight courier to the addresses provided herein.

Section 17 – Amendments

This Agreement may be amended only by a written instrument signed by all parties.

Section 18 – Severability

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

Section 19 – Entire Agreement

This Agreement constitutes the entire understanding among the parties and supersedes all prior agreements and understandings.

Section 20 – Counterparts and Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

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