

# LLC OPERATING AGREEMENT OF \_\_\_\_\_, LLC

I. **THE COMPANY.** This LLC Operating Agreement ("Agreement") is made this \_\_\_\_\_, 20\_\_\_\_ for the following:

Name: \_\_\_\_\_, ("LLC")  
Date Formed: \_\_\_\_\_, 20\_\_\_\_  
State of Formation: \_\_\_\_\_

II. **THE MEMBERS.** The LLC is a: (check one)

☐ - **Single-Member LLC.** The sole owner of the LLC shall be:

Member: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Ownership: \_\_\_\_ %

☐ - **Multi-Member LLC.** The owners of the LLC shall be:

Member #1: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Ownership: \_\_\_\_ %

Member #2: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Ownership: \_\_\_\_ %

Member #3: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Ownership: \_\_\_\_ %

Hereinafter known as the "Members."

III. **TERMS.**

- a. Principal Place of Business. \_\_\_\_\_  
shall be known as the principal place of business of the LLC.
- b. Registered Agent. \_\_\_\_\_ shall be known as the  
"Registered Agent" with a mailing address of  
\_\_\_\_\_. The Registered Agent shall  
hold the rights and responsibilities granted to them allowed under state  
law.

- c. Management. The management of the LLC shall be decided by its Members to handle the following matters:
- i. Managers. To decide if a Manager or which Members shall run the day-to-day activities of the LLC;
  - ii. Dissolution and Liquidation. Any dissolution or liquidation of the LLC's assets or property;
  - iii. Accounting. Accurate books and records of the LLC that includes providing necessary documents for the Members to file taxes in a timely manner;
  - iv. Distributions. Any disbursing of money from LLC profits or cash accounts to the Members;
  - v. Annual Meeting. The Members of the LLC agreement to meet on an annual basis with the details of the meeting to be made with 30 days' notice;
  - vi. Withdraw. To decide whether Members can withdraw themselves from the LLC;
  - vii. Assignment. To admit new Members of the LLC; and
  - viii. Amendments. To alter, amend, or change this Agreement.
- d. Purpose. The purpose of the LLC is to engage in lawful business activity for the benefit of its Members and the general public.
- e. Governing Law. The LLC shall operate and run its business activities in accordance with the laws located in the state of formation.
- f. Indemnification. None of the Members shall bear the responsibility, obligations, or liabilities of the LLC or others who may act on the LLC's behalf.
- g. Capital Contributions. Any capital contributions made shall be attached to this Agreement and signed by the Members.
- h. Term. The LLC shall operate on a perpetual basis with no end date unless decided upon by the Members.
- i. Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

This Agreement sets forth the entire and sole agreement between the Members hereto with respect to the subject matter hereof and shall be considered legally binding upon execution.

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_