

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF**

\_\_\_\_\_, LLC

**1. THE COMPANY.** This Agreement is entered into on \_\_\_\_\_ for the following:

Company Name: \_\_\_\_\_  
Date of Formation: \_\_\_\_\_ (mm/dd/yyyy)  
State of Formation: \_\_\_\_\_  
Principal Place of Business: \_\_\_\_\_  
Entity Type:  Single-Member  Multi-Member

The Entity shall hereinafter be known as the "Company".

**2. MEMBERS.**

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

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

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

Member #4 Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Ownership %: \_\_\_\_\_

Hereinafter known as the "Member(s)".

**3. REGISTERED AGENT.** The Registered Agent shall hold the rights and responsibilities granted to them allowed under state law.

Registered Agent Name: \_\_\_\_\_  
Registered Agent Address: \_\_\_\_\_

**4. PURPOSE.** The purpose of the Company is to engage and conduct all lawful business activities permitted in the state of formation.

**5. TERM.** The term of the Company shall commence on filing and continue indefinitely until terminated by the Member(s).

6. **MEMBER CAPITAL CONTRIBUTIONS.** The Member(s) may contribute their own assets at any time to benefit the Company. All capital contributions shall be listed in an attached addendum and signed by all Member(s).
7. **DISTRIBUTIONS.** After meeting the financial obligations of the Company, the Company shall distribute cash and other assets to the Member(s) in a manner determined by the Member(s).
8. **BOOKS AND RECORDS.** The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the State of Formation.
9. **MANAGEMENT.** The day-to-day management of the Company shall be determined by the Member(s). The Member(s) may elect a Manager to oversee day-to-day operations.
10. **ANNUAL MEETINGS.** The Member(s) agree to meet on an annual basis. The Member(s) shall be notified of the date, time, and the location of the meeting within thirty (30) days it is to take place.
11. **NOTICES.** All notices, demands, requests, or other communications relating to this Agreement must be in writing and delivered via certified mail.
12. **ARBITRATION.** All claims and disputes arising under this Agreement are to be settled by binding arbitration in the State of Formation, or another location agreed upon by all Member(s).
13. **AMENDMENTS.** This Agreement may not be altered, amended, or changed in any respect unless agreed-upon by a majority of the Member(s). Any changes must be made in writing and signed by all Members.
14. **INDEMNIFICATION.** The Member(s) shall not be liable, responsible, or accountable, in damages or otherwise, to the Company or any other person acting for on behalf of the Company.

The Member(s) hereto have executed and delivered this Agreement as of the date first above written.

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_