LLC OPERATING AGREEMENT

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INSTRUCTIONS FOR USE

This is a general-purpose LLC Operating Agreement template. Fill in the bracketed fields with your specific information. Select either the Single-Member OR Multi-Member sections as applicable and delete the other. This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney for your specific situation.

OPERATING AGREEMENT OF [LLC NAME]

A [STATE] Limited Liability Company

Effective Date: [DATE]

This Operating Agreement ("Agreement") of [FULL LEGAL NAME OF LLC] (the "Company") is entered into as of the Effective Date by the undersigned Member(s) in accordance with the laws of the State of [STATE].

ARTICLE I — FORMATION

1.1 Formation. The Company was formed on [DATE OF ARTICLES OF ORGANIZATION FILING] by filing Articles of Organization with the [STATE SECRETARY OF STATE / DIVISION OF CORPORATIONS].

1.2 Name. The name of the Company is [FULL LEGAL NAME OF LLC].

1.3 Principal Office. The principal place of business is: [STREET ADDRESS, CITY, STATE, ZIP CODE]

The Members may change the principal office by unanimous written consent.

1.4 Registered Agent. The Company's registered agent is:

- Name: [REGISTERED AGENT NAME]
- Address: [REGISTERED AGENT ADDRESS, CITY, STATE, ZIP]

1.5 Term. The Company shall continue in existence perpetually unless dissolved in accordance with this Agreement or by operation of law.

1.6 Purpose. The Company is formed for the purpose of engaging in any lawful business activity permitted under the laws of the State of [STATE], including but not limited to: [DESCRIBE PRIMARY BUSINESS PURPOSE — e.g., "providing digital marketing consulting services," "operating an e-commerce retail business," "real estate investment and property management"]

ARTICLE II — MEMBERS & MEMBERSHIP INTERESTS

[CHECK ONE:]
OPTION A: SINGLE-MEMBER LLC

2.1 Sole Member.

Member Name	Ownership %	Capital Contribution
[FULL LEGAL NAME]	100%	$[AMOUNT]

2.2 Membership Interest. The sole Member holds 100% of the membership interest in the Company and is entitled to all profits, losses, and distributions.

OPTION B: MULTI-MEMBER LLC

2.1 Members. The Members of the Company and their respective ownership percentages and capital contributions are:

Member Name	Ownership %	Capital Contribution	Voting Rights
[MEMBER 1 FULL NAME]	[__]%	$[AMOUNT]	[__]%
[MEMBER 2 FULL NAME]	[__]%	$[AMOUNT]	[__]%
[MEMBER 3 FULL NAME]	[__]%	$[AMOUNT]	[__]%

(Add or remove rows as needed. Total must equal 100%.)

2.2 Additional Contributions. No Member shall be required to make additional capital contributions beyond the initial contribution listed above without the unanimous written consent of all Members.

2.3 Capital Accounts. A separate capital account shall be maintained for each Member. Each Member's capital account shall be credited with capital contributions and the Member's share of profits, and debited with distributions and the Member's share of losses.

ARTICLE III — MANAGEMENT

[CHECK ONE:]

[ ] Member-Managed — All Members participate in management decisions.

[ ] Manager-Managed — One or more designated Managers handle day-to-day operations.

If Member-Managed:

3.1 Each Member shall have authority to bind the Company in the ordinary course of business.

3.2 The following actions require [majority vote / unanimous consent] of the Members:

- Entering contracts exceeding $[AMOUNT]
- Borrowing money or pledging Company assets
- Hiring or terminating employees
- Selling or leasing Company real property
- Admitting new Members
- Amending this Agreement

If Manager-Managed:

3.1 Designation of Manager(s).

Manager Name	Title	Appointed By
[NAME]	Managing Member / Manager	[Member vote / Agreement]

3.2 Manager Authority. The Manager(s) shall have authority to:

- Conduct day-to-day business operations
- Enter contracts in the ordinary course of business up to $[AMOUNT]
- Hire and terminate employees
- Manage Company bank accounts
- Sign documents on behalf of the Company

3.3 Actions Requiring Member Approval. The following actions require [majority / unanimous] Member approval regardless of Manager authority:

- Contracts exceeding $[AMOUNT]
- Sale or merger of the Company
- Admission of new Members
- Taking on debt exceeding $[AMOUNT]
- Amending this Agreement
- Dissolution of the Company

3.4 Manager Compensation. The Manager shall receive [a salary of $[AMOUNT] per year / no compensation / a management fee of $[AMOUNT] per month] for services rendered.

3.5 Removal of Manager. A Manager may be removed [with or without cause] by a [majority / unanimous] vote of the Members.

ARTICLE IV — ALLOCATIONS & DISTRIBUTIONS

4.1 Profits and Losses. The net profits and net losses of the Company shall be allocated to the Members in proportion to their respective ownership percentages.

4.2 Distributions. Distributions of available cash shall be made to the Members [monthly / quarterly / annually / as determined by the Members] in proportion to their ownership percentages.

4.3 Tax Distributions. The Company shall distribute to each Member, at minimum, an amount sufficient to cover each Member's estimated federal and state income tax liability attributable to their share of Company income (calculated at the highest marginal individual tax rate applicable).

4.4 Limitations on Distributions. No distribution shall be made if, after giving effect to the distribution, the Company would be unable to pay its debts as they become due in the ordinary course of business.

ARTICLE V — TAX CLASSIFICATION

5.1 The Company shall be classified for federal income tax purposes as:

[ ] Disregarded Entity (Single-Member LLC — reported on the Member's personal tax return, Schedule C)

[ ] Partnership (Multi-Member LLC — Company files Form 1065; Members receive Schedule K-1)

[ ] S-Corporation (Company files Form 1120-S; requires IRS Form 2553 election)

5.2 Tax Matters Partner/Member. [MEMBER NAME] is designated as the Tax Matters Member and shall be responsible for all tax filings and communications with the IRS and state tax authorities on behalf of the Company.

ARTICLE VI — TRANSFER OF MEMBERSHIP INTERESTS

6.1 Restrictions on Transfer. No Member may sell, assign, transfer, pledge, or otherwise dispose of any part of their membership interest without the prior written consent of [all other Members / a majority of the remaining Members].

6.2 Right of First Refusal. Before any Member may transfer their interest to a third party, the selling Member must first offer the interest to the remaining Members at the same price and on the same terms offered by the third party. The remaining Members shall have [30 / 60] days to exercise this right.

6.3 Permitted Transfers. Notwithstanding Section 6.1, a Member may transfer their interest without consent to:

- A revocable living trust for estate planning purposes
- A spouse or lineal descendant (for estate planning)
- An entity wholly owned by the transferring Member

6.4 Effect of Unauthorized Transfer. Any attempted transfer in violation of this Article shall be void and of no effect.

ARTICLE VII — DISSOLUTION & WINDING UP

7.1 Events of Dissolution. The Company shall be dissolved upon: (a) The unanimous written consent of all Members; (b) The sale of all or substantially all Company assets; (c) A judicial decree of dissolution; (d) Any event making it unlawful to continue business; (e) [Other triggering events as agreed by the Members].

7.2 Winding Up. Upon dissolution, the Company's affairs shall be wound up in the following order of priority: 1. Payment of debts and liabilities to creditors (including Members who are creditors) 2. Setting up reserves for contingent or unforeseen liabilities 3. Distribution of remaining assets to Members in proportion to their capital account balances

7.3 Articles of Dissolution. Upon completion of winding up, the Manager or a designated Member shall file Articles of Dissolution with the [STATE SECRETARY OF STATE].

ARTICLE VIII — DEATH, DISABILITY & WITHDRAWAL

8.1 Death or Incapacity. Upon the death or permanent incapacity of a Member:

[ ] Option A: Buy-Sell (Recommended)

The remaining Members shall have the right (but not the obligation) to purchase the deceased/incapacitated Member's interest at fair market value, determined by [independent appraisal / agreed-upon formula / book value]. Payment shall be made within [90 / 180] days.

[ ] Option B: Continuation

The membership interest shall pass to the deceased Member's estate or designated beneficiary, who shall become a substitute Member with all rights and obligations.

8.2 Voluntary Withdrawal. A Member may withdraw from the Company by providing [90 / 180] days' written notice. Upon withdrawal, the withdrawing Member's interest shall be purchased by the Company or remaining Members at fair market value.

ARTICLE IX — INDEMNIFICATION

9.1 The Company shall indemnify and hold harmless each Member and Manager from and against any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from actions taken in good faith on behalf of the Company, except for acts of gross negligence, willful misconduct, or breach of this Agreement.

ARTICLE X — BOOKS, RECORDS & BANKING

10.1 Books and Records. The Company shall maintain complete and accurate books of account at its principal office. Each Member shall have the right to inspect and copy such records during normal business hours.

10.2 Fiscal Year. The fiscal year of the Company shall be the calendar year (January 1 through December 31).

10.3 Bank Accounts. The Company shall maintain one or more bank accounts at [BANK NAME]. The following individuals are authorized signatories: [NAMES OF AUTHORIZED SIGNATORIES].

ARTICLE XI — AMENDMENTS

This Agreement may be amended only by the [unanimous / majority] written consent of the Members. Any amendment shall be in writing and signed by all consenting Members.

ARTICLE XII — GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflicts of law principles.

ARTICLE XIII — MISCELLANEOUS

(a) Entire Agreement. This Agreement constitutes the entire agreement among the Members regarding the Company and supersedes all prior agreements and understandings.

(b) Severability. If any provision is found unenforceable, the remaining provisions continue in full force and effect.

(c) Binding Effect. This Agreement is binding upon and inures to the benefit of the Members and their respective heirs, successors, and permitted assigns.

(d) Counterparts. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original.

(e) Notices. All notices shall be sent to the addresses of the Members listed herein, via email with read receipt or certified mail, return receipt requested.

SIGNATURES

Single-Member:
Sole Member:

Signature: ____

Printed Name: [FULL LEGAL NAME]

Date: ____

Multi-Member:
Member 1:

Signature: ____

Printed Name: [FULL LEGAL NAME]

Date: ____

Member 2:

Signature: ____

Printed Name: [FULL LEGAL NAME]

Date: ____

Member 3:

Signature: ____

Printed Name: [FULL LEGAL NAME]

Date: ____

(Add additional signature blocks as needed.)

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