

Standard Operating Agreement Template (Generic)

This is a general Operating Agreement template for a Limited Liability Company (LLC). This document outlines the structure, rights, and responsibilities of the members of the LLC. It is not specific to any state and should be reviewed by a legal professional before use.

1. Company Name and Formation

This Operating Agreement is made and entered into for the purpose of forming a Limited Liability Company (LLC) under the laws of the State of _____. The name of the LLC is _____, formed on _____.

2. Principal Office

The principal business office of the LLC shall be located at _____.

3. Registered Agent

The name and address of the Registered Agent for the service of process is:

Name: _____

Address: _____

4. Duration

The LLC shall continue until terminated as provided in this Agreement.

5. Purpose

The purpose of the LLC is to engage in any lawful business for which a limited liability company may be organized under the laws of the State of _____.

6. Members and Ownership

The names and addresses of the Members and their ownership interests are as follows:

Member Name: _____

Ownership Percentage: _____%

7. Capital Contributions

Each Member shall contribute capital as agreed upon and outlined below:

Member Name: _____

Contribution: \$ _____

8. Profits and Losses

The profits and losses of the LLC shall be allocated to the Members in proportion to their ownership interests.

9. Management

The LLC shall be managed by:

- ☐ The Members (Member-Managed)
- ☐ One or more Managers (Manager-Managed)

Manager Name (if applicable): _____

10. Voting

Each Member shall have voting rights in proportion to their ownership interest.

11. Meetings

Meetings of the Members shall be held at times and places agreed upon by the Members.

12. Banking

All funds of the LLC shall be deposited in its name in such checking account(s), savings account(s), or investment account(s) as shall be designated by the Members.

13. Books and Records

Complete books and records of the LLC shall be kept and shall be available for inspection by any Member at reasonable times.

14. Transfers of Interest

No Member may transfer or assign their interest in the LLC without the written consent of the other Member(s).

15. Dissolution

The LLC shall be dissolved upon the occurrence of any of the following:

- (a) The vote of Members holding more than 50% of the ownership interest.
- (b) As otherwise required by law.

16. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

Any amendment to this Agreement must be made in writing and signed by all Members.

17. Signatures

Member Signature: _____ Date: _____

Member Signature: _____ Date: _____

This sample Operating Agreement is provided for educational and informational purposes only and does not constitute legal advice. Please consult a licensed attorney before using this agreement for your business.