

Delaware LLC Operating Agreement

This Delaware Limited Liability Company Operating Agreement (the "**Agreement**") is entered into as of _____ ("**Effective Date**"), by and among the following persons (collectively referred to as the "**Members**"):

Member 1

Member 2

The Members hereby form and agree to govern the affairs of a limited liability company under the laws of the State of Delaware as follows:

1. Formation

The Members have formed a limited liability company (the "**Company**") pursuant to the Delaware Limited Liability Company Act by filing a Certificate of Formation with the Delaware Secretary of State.

The name of the Company is: _____.

2. Purpose

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be organized under Delaware law.

3. Principal Office and Registered Agent

The principal place of business of the Company shall be located at _____, or at such other place as determined by the Members.

The Company's registered agent and registered office in the State of Delaware shall be:

Registered Agent:

Address:

4. Term

The Company shall continue until dissolved in accordance with this Agreement or applicable law.

5. Members and Capital Contributions

Each Member's ownership interest and capital contribution shall be as follows:

Member Name	Capital Contribution	Ownership Percentage

No Member shall be required to make additional contributions unless agreed in writing by all Members.

6. Management

The Company shall be member-managed. Each Member shall participate in the management and control of the Company's business. The Members, as applicable, shall have full authority to bind the Company in the ordinary course of business.

7. Voting and Decision-Making

Voting rights shall be proportional to each Member's ownership percentage unless otherwise agreed.

Actions requiring Member approval shall be decided by Members holding more than fifty percent (50%) of the ownership interests, unless this Agreement requires a higher threshold.

The following actions require unanimous Member approval:

- Admission of a new Member
- Amendment of this Agreement
- Dissolution of the Company
- Sale of substantially all Company assets

8. Allocations and Distributions

Profits and losses of the Company shall be allocated among the Members in proportion to their ownership interests. Distributions shall be made at such times and in such amounts as determined by the Members, subject to applicable law and the Company's financial condition.

9. Books and Records

The Company shall maintain complete and accurate books and records of its business and affairs at its principal office.

Each Member shall have the right to inspect and copy such records upon reasonable request.

10. Tax Treatment

The Members intend that the Company shall be treated as a _____ for federal and applicable state tax purposes, unless otherwise elected.

11. Limitation of Liability

No Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of acting as a Member or Manager, except as required by law.

12. Indemnification

The Company shall indemnify any Member or Manager for actions taken in good faith and in a manner reasonably believed to be in the best interests of the Company, to the fullest extent permitted by law.

13. Transfers of Membership Interests

No Member may transfer all or any portion of their interest in the Company without the prior written consent of Members holding a majority of the ownership interests, unless otherwise provided in this Agreement.

Any permitted transferee shall be bound by the terms of this Agreement.

14. Admission of New Members

New Members may be admitted only with the unanimous written consent of the existing Members and upon such terms as they determine.

15. Withdrawal of Members

A Member may withdraw from the Company upon providing _____ days' written notice to the other Members.

The terms of any buyout or settlement shall be determined by agreement among the Members.

16. Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any of the following events:

- Approval by Members as required under the Voting clause
- Entry of a decree of judicial dissolution
- Any event requiring dissolution under applicable law

Upon dissolution, the Company shall wind up its affairs, pay its debts, and distribute remaining assets to the Members in accordance with their ownership interests.

17. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

18. Amendments

This Agreement may be amended only by written agreement signed by all Members.

19. Entire Agreement

This Agreement constitutes the entire understanding among the Members regarding the Company and supersedes all prior agreements or understandings.

20. Severability

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

21. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the Effective Date first written above.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature



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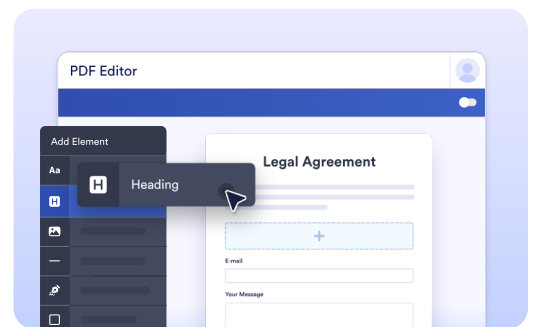
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