

LLC Operating Agreement Oklahoma

This **Operating Agreement** is made effective as of ("**Effective Date**") by and among the persons identified below (collectively, the "**Members**") for , LLC, an Oklahoma limited liability company (the "**Company**").

Member	Address	Initial Contribution	Percentage Interest

WHEREAS, the Members formed the Company by filing its Articles of Organization with the Oklahoma Secretary of State; and

WHEREAS, the Members wish to establish their respective rights and responsibilities and the rules for managing the Company.

Therefore, in exchange for the mutual promises in this Agreement, the Members agree as follows.

1. Formation and Name

The Company is organized as an Oklahoma limited liability company under applicable Oklahoma law. The Company's legal name is , LLC. The Company may conduct business under that name or any properly registered trade name approved by the Members.

The Company's principal office is

, or another location approved by the Members. Its registered agent and registered office in Oklahoma are , .

2. Purpose and Term

The Company may engage in any lawful business activity for which a limited liability company may be organized in Oklahoma.

The Company begins on the date its Articles of Organization were filed and continues until dissolved under this Agreement or applicable law.

3. Members and Ownership Interests

The Members, their initial contributions, and their Percentage Interests are listed in the table above. A Member's Percentage Interest represents that Member's economic ownership and voting interest in the Company unless this Agreement states otherwise.

No Member is required to make an additional capital contribution unless all Members approve the contribution in writing. A Member is not entitled to withdraw any contribution except as expressly provided in this Agreement or approved in writing by all Members.

4. Management

The Company is member-managed. Each Member may participate in managing the Company's business and affairs.

Actions taken in the ordinary course of business require approval by Members holding more than fifty percent of the Percentage Interests. The following actions require the written approval of all Members:

- Amending this Agreement or the Articles of Organization
- Admitting a new Member
- Merging, converting, selling substantially all Company assets, or dissolving the Company
- Borrowing money or granting a security interest in Company property outside the ordinary course of business
- Changing the Company's tax classification

No Member may bind the Company to a material obligation outside the ordinary course of business without the approval required by this clause.

5. Duties and Standard of Conduct

Each Member shall act honestly, in good faith, and in a manner reasonably believed to be in the Company's best interests. A Member shall disclose any actual or potential conflict of interest concerning a proposed Company transaction before participating in a decision about that transaction.

A Member is not liable to the Company or another Member for actions taken in good faith within the scope of authority granted by this Agreement, except for fraud, willful misconduct, a knowing violation of law, or an improper personal benefit.

6. Compensation and Reimbursement

A Member is not entitled to compensation merely for acting as a Member unless the Members approve compensation in writing. The Company shall reimburse a Member for reasonable, documented expenses properly incurred for Company business.

7. Company Property and Records

All property acquired by the Company belongs solely to the Company. No Member has an individual ownership interest in specific Company property.

The Company shall maintain complete and accurate books and records, including this Agreement, formation records, tax filings, financial records, and a current list of Members and their Percentage Interests. Each Member may inspect Company records during reasonable business hours upon reasonable notice.

8. Banking and Financial Matters

Company funds shall be kept in accounts in the Company's name. Company funds must not be commingled with the personal funds of any Member.

The fiscal year of the Company ends on , unless changed by the Members. The Members shall designate the persons authorized to sign checks, make transfers, and access Company accounts.

9. Profits, Losses, and Distributions

Profits and losses shall be allocated among the Members in proportion to their Percentage Interests, unless required otherwise by applicable tax law.

Subject to reasonable reserves for Company obligations, available cash may be distributed at times and in amounts approved by Members holding more than fifty percent of the Percentage Interests. No distribution may be made if it would violate applicable law or leave the Company unable to pay its debts as they become due.

10. Tax Matters

The Company shall be treated for tax purposes according to its elected classification. The Members shall cooperate in providing information needed to prepare Company tax returns.

is authorized to act as the Company's representative in tax matters, subject to the Members' approval for material decisions. The tax representative shall keep the Members reasonably informed about material tax communications and proceedings.

11. Admission of New Members

A new person may become a Member only with the unanimous written approval of the existing Members and after agreeing in writing to be bound by this Agreement.

The admission of a new Member does not release any existing Member from obligations that arose before the admission date.

12. Transfers of Membership Interests

A Member may not sell, assign, pledge, transfer, or otherwise dispose of any Membership Interest without the unanimous written approval of the other Members.

A proposed transfer must first be disclosed in writing to the other Members, including the proposed transferee, price, and material terms. The remaining Members have the right to purchase the proposed interest on the same material terms before a transfer to an outside party.

A transferee who has not been admitted as a Member is entitled only to the economic rights associated with the transferred interest and has no management or voting rights.

13. Death, Incapacity, Bankruptcy, or Withdrawal of a Member

If a Member dies, becomes legally incapacitated, files for bankruptcy, withdraws without approval, or otherwise ceases to be a Member, the remaining Members may purchase that Member's interest.

The purchase price shall be the fair market value of the interest as agreed by the parties. If they cannot agree within days, the value shall be determined by an independent qualified business appraiser selected by the remaining Members and the departing Member or the departing Member's representative. The appraisal cost shall be paid by the Company unless the Members agree otherwise in writing.

The purchase shall close within days after the price is determined, unless the parties agree in writing to a different payment schedule.

14. Confidentiality

Each Member shall protect the Company's nonpublic business, financial, customer, operational, and technical information. A Member may disclose confidential information only when required by law, necessary for legitimate Company business, or approved in writing by the Members.

This duty continues after a Member leaves the Company.

15. Indemnification

To the extent permitted by applicable law, the Company shall indemnify a Member against claims, liabilities, and reasonable expenses arising from actions taken on behalf of the Company in good faith and within the Member's authority.

The Company is not required to indemnify a Member for fraud, willful misconduct, a knowing violation of law, or an improper personal benefit.

16. Dissolution and Winding Up

The Company shall dissolve upon the unanimous written approval of the Members, the occurrence of an event requiring dissolution under applicable law, or another event stated in the Articles of Organization.

After dissolution, the Members shall wind up the Company's affairs, collect and liquidate assets as appropriate, pay or provide for Company debts and obligations, and distribute remaining assets to the Members according to their positive capital account balances or Percentage Interests, as applicable.

17. Notices

Any notice required under this Agreement must be in writing and delivered personally, by recognized courier, by certified mail, or by email to the addresses listed in the Company's records. A notice is effective when received, except that an email notice is effective only when the sender receives confirmation of delivery or no error notice.

18. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Oklahoma, without regard to conflict-of-law rules.

Before filing a legal action relating to this Agreement, the Members shall attempt in good faith to resolve the dispute through direct discussions. If the dispute is not resolved, any legal action shall be brought in a court with proper jurisdiction in Oklahoma.

19. Amendments

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

20. Entire Agreement and Severability

This Agreement represents the entire agreement among the Members concerning the Company and replaces prior oral and written understandings on that subject.

If a provision of this Agreement is found unenforceable, the remaining provisions remain effective. The unenforceable provision shall be interpreted or modified only to the extent necessary to make it enforceable where permitted by law.

21. Electronic Signatures and Counterparts

This Agreement may be signed in counterparts, each of which is treated as an original and all of which together form one agreement. Electronic signatures and electronically delivered copies have the same effect as original signatures to the extent permitted by applicable law.

Signatures

By signing below, each Member confirms that they have read, understood, and agreed to this Operating Agreement.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature



This document is a PDF copy of **LLC Operating Agreement Oklahoma** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.

 **Edit PDF**

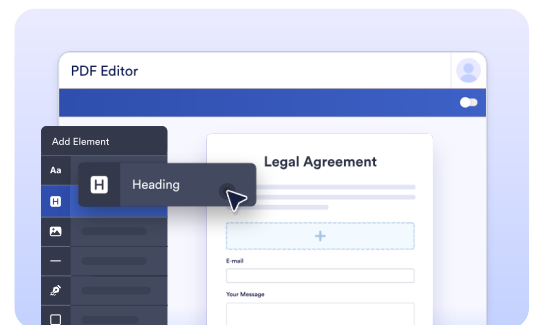
Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

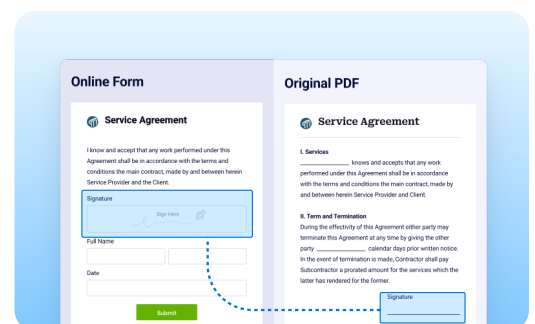
jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.