

Missouri LLC Operating Agreement

This **Missouri Limited Liability Company Operating Agreement** (the “**Agreement**”) is entered into and made effective as of _____, by and among the undersigned Members (collectively, the “**Members**”) of _____, LLC (the “**Company**”).

Recitals

WHEREAS, the Members have formed a limited liability company under the laws of the State of Missouri by filing Articles of Organization with the Missouri Secretary of State;

WHEREAS, the Members desire to establish the terms governing the ownership, management, operation, and internal affairs of the Company;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Members agree as follows:

1. Formation and Name

The Company has been formed as a limited liability company pursuant to the Missouri Limited Liability Company Act. The rights and obligations of the Members shall be determined in accordance with that Act, except as otherwise provided in this Agreement.

The name of the Company is _____, LLC. The Company may conduct business under this name or any other name approved by the Members and properly registered as required by law.

2. Principal Office and Registered Agent

The principal office of the Company shall be located at _____,
or at any other place determined by the Members.

The name and address of the Company’s registered agent in Missouri is:

Name:

Address:

3. Purpose

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

4. Term

The Company shall commence on the date the Articles of Organization were filed and shall continue until dissolved in accordance with this Agreement or applicable law.

5. Members and Capital Contributions

The Members of the Company, their mailing addresses, initial capital contributions, and percentage ownership interests are set forth below:

Member Name	Address	Initial Capital Contribution	Percentage Interest

Each Member represents that their capital contribution has been delivered or will be delivered as agreed.

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

6. Management

The Company shall be member-managed. The Company shall be managed by its Members. Each Member shall have authority to bind the Company in the ordinary course of business unless otherwise agreed.

7. Voting Rights

Each Member's voting power shall correspond to their Percentage Interest unless otherwise provided in this Agreement.

Actions requiring Member approval shall be approved by Members holding a majority of the Percentage Interests, unless a greater vote is required by this Agreement or applicable law.

The following actions require unanimous written consent of all Members:

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

8. Allocations of Profits and Losses

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

9. Distributions

Distributions of available cash or other property shall be made at such times and in such amounts as determined by the Members or Managers, as applicable.

No distribution shall be made if it would render the Company unable to pay its debts as they become due.

10. Books, Records, and Accounting

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

Each Member shall have the right, upon reasonable notice, to inspect and copy Company records during normal business hours.

The fiscal year of the Company shall end on _____.

11. Tax Treatment

The Members intend that the Company shall be treated as a _____ for federal and state income tax purposes.

The Members shall take all actions consistent with the elected tax classification unless otherwise agreed in writing.

12. Transfer of Membership Interests

No Member may transfer all or any portion of their Membership Interest without the prior written consent of the Members holding at least a majority of the Percentage Interests, excluding the transferring Member.

Any permitted transferee shall not become a substituted Member with voting or management rights unless admitted by written consent of the required Members.

13. Admission of New Members

A new Member may be admitted only with the unanimous written consent of the existing Members and upon execution of a written agreement to be bound by this Agreement.

14. Withdrawal of a Member

A Member may withdraw from the Company only with the written consent of the remaining Members, unless otherwise required by law.

Withdrawal shall not dissolve the Company unless dissolution is required under this Agreement or applicable law.

15. Dissolution and Winding Up

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

- Unanimous written consent of the Members
- Sale or disposition of substantially all Company assets
- Entry of a decree of judicial dissolution
- Any other event requiring dissolution under applicable law

Upon dissolution, the Company shall wind up its affairs, liquidate assets, pay liabilities, and distribute any remaining assets to the Members in accordance with their positive capital account balances.

16. Limitation of Liability and Indemnification

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.

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, except for acts involving fraud, willful misconduct, or knowing violation of law.

17. Amendments

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

18. Governing Law

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

19. Entire Agreement

This Agreement constitutes the entire agreement among the Members concerning the Company and supersedes all prior oral or written agreements regarding its subject matter.

20. Severability

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

IN WITNESS WHEREOF, the undersigned have executed this Missouri Limited Liability Company Operating Agreement as of the Effective Date written above.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature



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