

# LIMITED LIABILITY COMPANY DISSOLUTION AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Company Information:

Name of LLC: \_\_\_\_\_

State of Formation: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

## Member Information:

Full Legal Name: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

Address: \_\_\_\_\_

## Dissolution Information:

Effective Date of Dissolution: \_\_\_\_\_

Reason for Dissolution: \_\_\_\_\_

## Winding Up Process:

The Company shall wind up its affairs in accordance with applicable law and the operating agreement.

All assets shall be collected, converted to cash if necessary, and liabilities shall be paid or adequately provided for.

Any remaining assets shall be distributed to the Members in proportion to their ownership interests, after payment of all obligations.

## Representations and Warranties:

Each Member represents and warrants that they have full authority to enter into this Agreement and to take all actions required hereunder.

The Company is not subject to any pending or threatened litigation, claims, or investigations which would impair dissolution.

All taxes, fees, and obligations of the Company have been or will be timely paid and settled.

## Indemnification:

The Members agree to indemnify and hold harmless each other from any and all claims, liabilities, losses, or damages arising out of the dissolution and winding up of the Company, except to the extent caused by gross negligence or willful misconduct.

## Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. The Members consent to the exclusive jurisdiction and venue of the state and federal courts located within \_\_\_\_\_ County, \_\_\_\_\_.

## Entire Agreement and Amendments:

This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendments must be in writing and signed by all Members.

**Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Execution:**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

**MEMBER'S SIGNATURE**

**MEMBER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://agreementtemplate-us.com/llc-dissolution-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.