

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

CALIFORNIA LLC

This Limited Liability Company Operating Agreement (the "Agreement") is entered into by and among the Members listed herein.

ARTICLE I – FORMATION

1.1 Formation: The Members have formed a Limited Liability Company ("LLC") under the laws of the State of California by filing Articles of Organization with the California Secretary of State pursuant to the California Revised Uniform Limited Liability Company Act (the "Act"). 1.2 Name: The name of the LLC is _____. 1.3 Principal Place of Business: The principal place of business of the LLC is located at _____ or such other place as the Members may determine. 1.4 Registered Agent: The registered agent for service of process in California is _____, at _____. 1.5 Purpose: The purpose of the LLC is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

ARTICLE II – DEFINITIONS

In this Agreement, unless otherwise defined, the following terms have the meanings set forth below: "Act" means the California Revised Uniform Limited Liability Company Act as amended from time to time. "Capital Contribution" means any cash, property, or services contributed to the LLC by a Member as described in this Agreement. "Member" means a person admitted to the LLC as a member pursuant to this Agreement. "Percentage Interest" means a Member's proportionate interest in the LLC as set forth in this Agreement.

ARTICLE III – MEMBERSHIP

3.1 Initial Members: The initial Members and their respective Capital Contributions and Percentage Interests are as follows: Member Name: _____ Capital Contribution: _____ Percentage Interest: _____ 3.2 Admission of Additional Members: Additional Members may be admitted only upon the unanimous consent of existing Members and upon execution of a written agreement to be bound by this Agreement. 3.3 Withdrawal and Resignation: A Member may withdraw from the LLC as permitted by the Act and subject to the terms of this Agreement.

ARTICLE IV – CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.1 Initial Capital Contributions: Each Member shall contribute capital as set forth herein. Capital Contributions shall be credited to the Member's Capital Account. 4.2 Additional Contributions: No Member shall be required to make additional Capital Contributions without the Member's consent. 4.3 Capital Accounts: A Capital Account shall be maintained for each Member in accordance with applicable tax laws and regulations. 4.4 Loans: Loans to the LLC by Members shall be evidenced by promissory notes and bear interest at rates determined by the Members.

ARTICLE V – ALLOCATIONS AND DISTRIBUTIONS

5.1 Profits and Losses: Profits and losses of the LLC shall be allocated to the Members in proportion to their Percentage Interests. 5.2 Distributions: Distributions of cash or other assets shall be made to the Members at such times and in such amounts as determined by the Members in proportion to their Percentage Interests. 5.3 Tax Allocations: Tax items shall be allocated in a manner consistent with the members' ownership interests and applicable tax law.

ARTICLE VI – MANAGEMENT

6.1 Management by Members: The LLC shall be managed by its Members unless otherwise agreed in writing. 6.2 Authority and Powers: Each Member has authority to act on behalf of the LLC as set forth herein, subject to any limitations agreed by the Members. 6.3 Voting: (a) Each Member shall have voting power proportionate to their Percentage Interest. (b) Decisions require approval of Members holding a majority of Percentage Interests unless otherwise specified. 6.4 Meetings: Meetings of Members may be called at any time by any Member. 6.5 Officers: The Members may appoint officers and assign duties as deemed necessary.

ARTICLE VII – ACCOUNTING AND RECORDS

7.1 Books and Records: Complete and accurate books and records of the LLC's operations shall be kept and maintained. 7.2 Fiscal Year: The fiscal year of the LLC shall be the calendar year. 7.3 Reports: Members shall be furnished with financial statements, tax returns, and other reports as reasonably requested.

ARTICLE VIII – TRANSFERS AND ASSIGNMENTS

8.1 Restrictions on Transfer: No Member may transfer or assign their interest without the prior written consent of all other Members. 8.2 Right of First Refusal: Before transferring an interest to a third party, a Member must offer the interest to other Members on the same terms. 8.3 Admission of Transferee: Transferees may be admitted as Members only upon unanimous consent.

ARTICLE IX – DISSOLUTION AND WINDING UP

9.1 Events of Dissolution: The LLC shall dissolve upon the occurrence of any event specified in the Act or as agreed by the Members. 9.2 Winding Up: Upon dissolution, the LLC's affairs shall be wound up and assets distributed in accordance with the Act and this Agreement. 9.3 Distribution of Assets: After payment of liabilities, remaining assets shall be distributed to Members in proportion to their Capital Accounts.

ARTICLE X – INDEMNIFICATION AND LIABILITY

10.1 Limitation of Liability: Members and Managers shall not be personally liable for the LLC's debts, obligations, or liabilities beyond their Capital Contributions except as required by law. 10.2 Indemnification: The LLC shall indemnify Members, Managers, and officers to the fullest extent permitted by law against liabilities and expenses incurred in their official capacity.

ARTICLE XI – AMENDMENTS

This Agreement may be amended only by the written consent of Members holding at least a majority of the Percentage

Interests unless a greater threshold is required by law or this Agreement.

ARTICLE XII – MISCELLANEOUS

12.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. 12.2 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 12.3 Entire Agreement: This Agreement constitutes the entire agreement among the Members relating to the LLC. 12.4 Notices: All notices shall be given in writing to the Members at their addresses on record. 12.5 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

MEMBER SIGNATURES

Signature: _____

Signature: _____

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