

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

NEW YORK LLC

This Operating Agreement (the “Agreement”) is entered into by and among the Members whose signatures appear below (the “Members”).

Article I – Formation

1.1 Formation. The Members hereby form a Limited Liability Company (the “Company”) pursuant to and in accordance with the New York Limited Liability Company Law (the “LLC Law”). The rights and obligations of the Members shall be governed by this Agreement and the LLC Law.

Article II – Name and Principal Place of Business

2.1 Name. The name of the Company shall be [Enter Company Name] LLC. 2.2 Principal Place of Business. The principal office of the Company shall be located at [Enter Address], or at such other place as the Members may determine.

Article III – Purpose

3.1 Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the LLC Law, including but not limited to [describe primary business activities].

Article IV – Term

4.1 Term. The Company shall continue until dissolved in accordance with this Agreement or the LLC Law.

Article V – Members and Capital Contributions

5.1 Initial Members. The names, addresses, and initial capital contributions of the Members are set forth on Schedule A attached hereto and incorporated herein by reference. 5.2 Additional Contributions. No Member shall be required to make any additional capital contributions without such Member’s written consent. 5.3 Ownership Percentages. Ownership percentages shall be as set forth on Schedule A, based on capital contributions or as otherwise agreed by the Members.

Article VI – Allocations, Distributions and Accounting

6.1 Allocations of Profits and Losses. Profits and losses shall be allocated to Members in proportion to their respective ownership percentages. 6.2 Distributions. Distributions of available cash shall be made to Members in proportion to their ownership percentages at such times and in such amounts as determined by the Members. 6.3 Accounting. The Company’s fiscal year shall end on December 31. Books and records shall be maintained in accordance with generally accepted accounting principles and shall be available to Members upon reasonable request.

Article VII – Management

7.1 Management. The Company shall be managed by its Members unless otherwise determined by unanimous consent. 7.2 Authority. No Member acting alone shall have authority to bind the Company, except as expressly authorized by the Members. 7.3 Meetings. Meetings of Members may be held at such times and places as the Members determine. Notices shall be given in accordance with this Agreement.

Article VIII – Indemnification and Liability

8.1 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Member and manager from any claims or liabilities arising out of the conduct of the Company’s business, except for gross negligence or willful misconduct. 8.2 Limitation of Liability. No Member shall be personally liable for the debts, liabilities, or obligations of the Company beyond their capital contributions.

Article IX – Transfers and Assignments

9.1 Transfers. No Member shall transfer, assign, or encumber any interest in the Company without the prior written consent of the other Members. 9.2 Right of First Refusal. If a Member desires to transfer its interest, the other Members shall have a right of first refusal to purchase such interest on the same terms.

Article X – Dissolution and Liquidation

10.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any event specified in the LLC Law or by unanimous consent of the Members. 10.2 Liquidation. Upon dissolution, the Company’s assets shall be liquidated, and the proceeds shall be applied first to pay creditors, including Members who are creditors, and then to Members in accordance with their ownership percentages.

Article XI – Miscellaneous

11.1 Amendments. This Agreement may be amended only by a written agreement signed by all Members. 11.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. 11.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. 11.4 Entire Agreement. This Agreement constitutes the entire agreement among the Members relating to the subject matter hereof. 11.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

MEMBER'S SIGNATURE

MEMBER'S SIGNATURE

Signature: _____

Signature: _____

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