

# WASHINGTON STATE LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Principal Office Location:

Effective Date:

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## Article I – Formation

1.1 Formation. The Members hereby form a Limited Liability Company (“Company”) pursuant to the Washington Limited Liability Company Act. The rights and obligations of the Members shall be as provided in this Agreement and under applicable Washington State law. The Company shall continue until dissolved as provided herein.

## Article II – Name and Principal Office

2.1 Name. The name of the Company shall be as set forth in the Articles of Organization filed with the Washington Secretary of State. 2.2 Principal Office. The principal office of the Company shall be located at the place set forth above 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 business for which limited liability companies may be organized under the laws of Washington State, and to do all things necessary, convenient, or incidental to that purpose.

## Article IV – Members and Capital Contributions

4.1 Members. The Members of the Company are those Persons whose names are set forth in the Company's records and who have executed this Agreement. 4.2 Capital Contributions. Each Member shall contribute capital as agreed among the Members and reflected in the Company's records. 4.3 Additional Contributions. No Member shall be required to make additional contributions except as unanimously agreed in writing by all Members.

## Article V – Profits, Losses, and Distributions

5.1 Allocation of Profits and Losses. Profits and losses of the Company shall be allocated to the Members in proportion to their respective Percentage Interests as set forth in the Company's records. 5.2 Distributions. Distributions of available cash shall be made to the Members at such times and in such amounts as determined by the Members in accordance with their Percentage Interests.

## Article VI – Management

6.1 Management by Members. The Company shall be managed by its Members. Each Member shall have the right to participate in the management and control of the Company. 6.2 Authority. Unless otherwise agreed, no Member shall have authority to bind the Company except as explicitly authorized by this Agreement or by consent of all Members. 6.3 Meetings. Meetings of the Members may be held at such times and places as agreed by the Members.

## Article VII – Limitation of Liability and Indemnification

7.1 Limitation of Liability. To the fullest extent permitted by law, no Member shall be liable personally for the debts, obligations, or liabilities of the Company. 7.2 Indemnification. The Company shall indemnify and hold harmless the Members and Managers from and against any and all claims and liabilities arising from their capacity as such, to the extent permitted by law.

**Article VIII – Transfer of Membership Interests**

8.1 Restrictions on Transfer. No Member may transfer, assign, or dispose of all or any part of its Membership Interest except in accordance with the terms of this Agreement and applicable law. 8.2 Right of First Refusal. Before transferring any Membership Interest, the transferring Member must offer it first to the other Members on the same terms. 8.3 Admission of Transferee. A transferee shall not become a Member without the unanimous consent of the Members.

**Article IX – Dissolution and Winding Up**

9.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Washington Limited Liability Company Act or this Agreement. 9.2 Winding Up. Upon dissolution, the Company's affairs shall be wound up and assets distributed in accordance with applicable law.

**Article X – Miscellaneous**

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 10.2 Entire Agreement. This Agreement constitutes the entire agreement among the Members relating to the Company. 10.3 Amendments. Any amendment to this Agreement shall be in writing and signed by all Members. 10.4 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. 10.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

**MEMBER SIGNATURE**

**MEMBER SIGNATURE**

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

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

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