

NEW JERSEY LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Company Name:

Principal Office Address:

Article I – Formation

This Limited Liability Company Operating Agreement (the “Agreement”) is entered into by and among the Members listed below pursuant to the New Jersey Limited Liability Company Act, N.J.S.A. § 42:2B-1 et seq. (the “Act”). The Members hereby form a Limited Liability Company (“LLC”) under the name stated above and agree to be bound by the terms and conditions set forth herein.

Article II – Purpose

The purpose of the Company is to engage in any lawful business activity for which limited liability companies may be formed under the Act, and to engage in all activities necessary or incidental thereto.

Article III – Principal Place of Business

The principal place of business of the Company shall be as stated above or such other place as the Members may determine from time to time.

Article IV – Term

The term of the Company shall continue perpetually unless dissolved according to the provisions of this Agreement or the Act.

Article V – Members and Capital Contributions

The Members and their respective initial capital contributions are as follows. Additional Members may be admitted only with the unanimous written consent of the existing Members. Capital contributions shall be recorded in the Company’s books and records.

Member Name	Capital Contribution Description	Capital Contribution Amount (USD)

Article VI – Profits, Losses, and Distributions

Profits and losses of the Company shall be allocated to the Members in proportion to their respective capital contributions unless otherwise agreed in writing. Distributions shall be made at such times and in such amounts as determined by the Members, subject to applicable law.

Article VII – Management

The Company shall be managed by its Members unless the Members elect to appoint a Manager. All decisions shall require the consent of Members holding a majority of the membership interests, except those actions requiring unanimous consent under this Agreement or the Act.

Article VIII – Meetings

Meetings of the Members may be called by any Member holding at least ten percent (10%) of the membership interests. Notice of meetings shall be given in writing to all Members not less than ten (10) days prior to the meeting date.

Article IX – Transfer of Membership Interests

No Member may transfer all or any part of its membership interest except with the unanimous written consent of the other Members, which consent shall not be unreasonably withheld. Any purported transfer without such consent shall be null and void.

Article X – Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event requiring dissolution under the Act, the unanimous consent of the Members, or as otherwise provided in this Agreement. Upon dissolution, the Company's assets shall be liquidated and applied first to satisfy all liabilities and obligations, with the remainder distributed to the Members in proportion to their capital accounts.

Article XI – Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Member, Manager, or officer against any and all claims, liabilities, costs, or expenses arising from their activities on behalf of the Company, except for acts of gross negligence, willful misconduct, or knowing violation of law.

Article XII – Amendments

This Agreement may be amended only by the written consent of all Members. Any amendment shall be attached to and become a part of this Agreement.

Article XIII – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of laws principles.

Article XIV – Miscellaneous

Headings used in this Agreement are for convenience only and shall not affect its interpretation. If any provision is found invalid or unenforceable, the remainder shall remain in full force and effect. This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings.

MEMBER'S SIGNATURE

MEMBER'S SIGNATURE

Signature: _____

Signature: _____

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