

# Limited Liability Company

## Articles of Organization

- 🔊 While it is not necessary to hire a lawyer to form a new limited liability company, it is highly recommended. A lawyer can help you determine the appropriate state for formation of your limited liability company and can help you identify particular matters that should be addressed in the articles of organization and other documents.
- 🔊 This document together with the “Consent to Appointment as Registered Agent” and the appropriate filing fee must be filed with your chosen state in order to organize a limited liability company.
- 🔊 You will also need the “LLC Operating Agreement” – you bank will want it when you open your business checking account.
- 🔊 Visit the JIAN website under the Resource section: <http://www.jian.com/library-of-business-information/index.html> for more information on LLCs, Corporations, Partnerships, etc.



# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔊 **Do Not Use This Agreement 'As-Is.'**
- 🔊 **This Agreement Is Not Legal Advice.**
- 🔊 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔊 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔊 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.



- Please visit our website under [Expert Referral Network](#).

## Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is tted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# Articles of Organization of [Company Legal Name] Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That [I or We], [Owner/Founder], desiring to form a limited liability company for the purposes set forth herein and in conformance with the [State] Limited Liability Company Act, do establish:

## 1. Company Name

That the name of the limited liability company is:

[Company Legal Name] Limited Liability Company (LLC).

## 2. Duration

Effective Date: [Date]

That the period of duration of this limited liability company is thirty years from the date of filing hereof with the [State], unless sooner dissolved as provided by [State] law.

## 3. Purpose

That the purpose for which this limited liability company is organized is primarily to [Purpose of the LLC], and other goods and services that are permitted by law, within and without the [State] as the laws of [State] and other states permit.

## 4. Principal Place of Business

That the address of its principal place of business is:

[Address], [City], [State] [ Zip Code]

## 5. Registered Agent & Office

That the name of its registered agent, whose Consent to Appointment as Registered Agent accompanies these articles, is [Agent Name], and address of the agent at the registered office is:

[Agent Address]

## 6. Capitalization

That the total capital contributions of each Member, which is his or its respective undivided interest in personal property having at least a value totaling \$[Contribution] should be allocated as follows:

- [Member Name], [Title of Member] [Member Address] \${xxx}
- [Member Name], [Title of Member] [Member Address] \${xxx}
- [Member Name], [Title of Member] [Member Address] \${xxx}

## 7. Additional Liability of Members

That no additional capital contributions will be required.

## 8. Admission of Additional Members

That additional Members will be admitted or expelled only with the unanimous consent of all Members

entitled to participate in management and upon such terms as are unanimously agreed to by all Members entitled to a dividend upon dissolution or liquidation.

### 9. Continuity of Life

That the remaining Members of the limited liability company may only have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued Membership of a Member in this limited liability company if they unanimously elect to do so. The return of capital and the distribution of profits shall be determined from the company's books, as of the effective date of withdrawal, based on generally accepted accounting practices, and paid as soon as practicable without diminishing the prospects of the company's ventures and subject to the limitations of the [State] Limited Liability Company Act.

### 10. Management

The business of the company shall be conducted under the exclusive management of its Members, or outside managers if its Members unanimously elect, who shall have exclusive authority to act for the company in all matters. The Members may from time to time designate certain Members as Officers to act for the Company in certain matters as specified by the [LLC Operating Agreement].

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[Member Name]

### Notary Acknowledgment

State of [State] )

County of [County]



On this \_\_\_\_\_, before me personally appeared [Member Name], to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that [Member Name] executed the same as [His/Her] free act and deed.

\_\_\_\_\_  
Notary Public