H.O.A Operating Agreement Template

(Helping Uplift Society Through Leadership & Entrepreneurship)
Course: H.O.A Hustle University – Launch & Build (Indiana Edition)

OPERATING AGREEMENT OF __________, LLC

This Operating Agreement is entered into as of __________**, 20**, by the Members of ____________, LLC, a Limited Liability Company organized under the laws of the State of Indiana.

ARTICLE I – FORMATION

1.1 **Name**
The name of the company is [Business Name, LLC].

1.2 **Formation**
This LLC was formed by filing the Articles of Organization with the Indiana Secretary of State on _________**, 20**.

1.3 **Principal Office**
The principal office of the company shall be located at:
____.

1.4 **Registered Agent**
The Registered Agent of the company is:
____.

ARTICLE II – PURPOSE

The company is organized to engage in any lawful business activity permitted under the laws of the State of Indiana, including but not limited to:
____.

ARTICLE III – MEMBERSHIP

For Single-Member LLC

Member Name: ____
Mailing Address: ____
The sole Member owns 100% of the company.

For Multi-Member LLC

Member Name	Address	Ownership %
_________________________ _	_________________________ _	_______%
_________________________ _	_________________________ _	_______%
_________________________ _	_________________________ _	_______%

Total ownership must equal 100%.

ARTICLE IV – MANAGEMENT

☐ **Member-Managed:** The Members manage the daily operations of the business.
☐ **Manager-Managed:** The Members appoint the following Manager(s) to handle operations:
Manager Name(s): ____
Address: ____

ARTICLE V – CAPITAL CONTRIBUTIONS

Each Member has contributed or will contribute capital as follows:

Member Name	Contribution Description	Value
_________________ _	_____________________ _	$_______ _
_________________ _	_____________________ _	$_______ _

Additional contributions may be made with Member approval.

ARTICLE VI – PROFITS, LOSSES, AND DISTRIBUTIONS

Profits and losses shall be allocated among Members in proportion to their ownership percentages unless otherwise agreed in writing.
Distributions shall be made at least annually, or as determined by the Members.

ARTICLE VII – VOTING RIGHTS AND DECISIONS

Each Member shall have voting power equal to their ownership percentage.
Major decisions, including amendments, dissolution, or major capital purchases, require approval of Members holding at least ____% ownership.

ARTICLE VIII – RECORDS AND ACCOUNTING

The LLC shall maintain complete and accurate records of all financial transactions.
Books shall be kept on a fiscal year ending ____________, in accordance with generally accepted accounting principles (GAAP).

ARTICLE IX – DISSOLUTION

The LLC may be dissolved with the written consent of Members holding at least ____% ownership.
After paying all debts, remaining assets will be distributed to Members in proportion to their ownership interests.

ARTICLE X – AMENDMENTS

This Agreement may be amended only by a written agreement signed by all Members.

SIGNATURES

By signing below, each Member agrees to the terms of this Operating Agreement as of the date written above.

Member Name	Signature	Date
________________________ _	________________________ _	__________ _
________________________ _	________________________ _	__________ _

_ _ _

🟡 **H.O.A Tip:**
Keep a signed copy of this Operating Agreement with your business records and share it with your bank when opening your business account.
It shows your company is organized, legitimate, and professionally managed.