

## **LLC DOCUMENTS TO CONSIDER AS A BUSINESS OWNER**

### **1. BUSINESS PLAN**

A business plan is a formal written document containing the goals of a business, the methods for attaining those goals, and the time-frame for the achievement of the goals.



## 2. OPERATING AGREEMENTS

An operating agreement is a key document used by limited liability companies to outline the business' financial and functional decisions including rules, regulations and provisions.

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

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## A LIMITED LIABILITY COMPANY

### ARTICLE I Company Formation

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2 **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
  - (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
  - (b) Any event which causes the Company's business to become unlawful; or
  - (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
  - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, those Members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote

### 3. NON-DISCLOSURE AGREEMENT (NDA)

A non-disclosure agreement (NDA), also known as a confidentiality agreement (CA), confidential disclosure agreement (CDA), proprietary information agreement (PIA), secrecy agreement (SA), or non-disparagement agreement, is a [legal contract](#) or part of a contract between at least two [parties](#) that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to.

State of \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

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This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between:

**Disclosing Party:** \_\_\_\_\_, as a(n) (Check one)  Individual  
 Corporation  Limited Liability Company  Partnership  Limited Partnership  Limited Liability Partnership ("Disclosing Party") and

**Receiving Party:** \_\_\_\_\_, as a(n) (Check one)  Individual  
 Corporation  Limited Liability Company  Partnership  Limited Partnership  Limited Liability Partnership ("Receiving Party")

Disclosing Party and Receiving Party have indicated an interest in exploring a potential business relationship relating to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Transaction").

In connection with its respective evaluation of the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Information, Disclosing Party and Receiving Party agree as follows:

1. **Confidential Information.** Confidential information is: (Check one)

**All information shared by Disclosing Party.** "Confidential Information" shall mean (i) all information relating to Disclosing Party's products, business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of Disclosing Party and its affiliates that may be at any time furnished, communicated or delivered by Disclosing Party to Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of



#### 4. EMPLOYMENT CONTRACTS

An employment contract or contract of employment is a kind of contract used in labor law to attribute rights and responsibilities between parties to a bargain. The contract is between an "employee" and an "employer".

## EMPLOYMENT CONTRACT

This Employment Agreement (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Employee") and \_\_\_\_\_ ("Employer"), (each, a "Party" and collectively, the "Parties"). The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. **Employment.** Employer shall employ Employee as a \_\_\_\_\_ [Job title] on a  full time  part time basis under this Agreement. In this capacity, Employee shall have the following duties and undertake the following responsibilities:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Employee shall perform such other duties as are customarily performed by other persons in similar positions, including other duties as may arise from time to time and as may be assigned.

2. **Performance of Duties.** Employee shall perform assigned duties and responsibilities in a professional manner, in good faith, and to the best of Employee's skills, abilities, talents and experience.

3. **Term.** (Check one)

Fixed Term. Employee's employment under this Agreement shall begin on \_\_\_\_\_, 20\_\_\_ and will terminate on \_\_\_\_\_, 20\_\_\_.

At Will. Employee's employment under this Agreement shall begin on \_\_\_\_\_, 20\_\_\_ and be for an unspecified term on at "at will" basis.

Probation Period (Check one)

Employee's probation period shall be \_\_\_\_\_  month(s)  week(s), starting from the first day of Employee's employment. In the event that Employee fails to pass the probation period, Employer may terminate this Agreement immediately by giving notice to Employee.

There is NOT a probation period for Employee.

4. **Compensation.**

**A. Base Salary.** As compensation for the services provided by Employee under this Agreement, Employer will pay Employee \$\_\_\_\_\_  per hour  per week  per month  per year. The amount will be paid to Employee: (Check one)

Once a week on the \_\_\_\_\_ day of each week.

## 5. MARKETING AGREEMENTS

A Marketing Services Agreement ensures that the services to be provided are clear, the fee structure is agreed, and the intellectual property of both parties is protected.

# MARKETING AGREEMENT

### PARTIES

- This Marketing Agreement (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”) by and between \_\_\_\_\_ (hereinafter referred to as the “**Client**”) with an address of \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as the “**Marketer**”) with an address of \_\_\_\_\_ (collectively referred to as the “**Parties**”).

### SERVICES PROVIDED

- Hereby, the Marketer agrees to provide the services enlisted below (hereinafter referred to as the “**Services**”):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

The Parties agree that the Services must be completed by

\_\_\_\_\_.

### PAYMENT AND FEES

- The Parties agree that the total cost of the Services will be \_\_\_\_\_.
- More specifically, \_\_\_\_\_ will be paid at the signing of this Agreement, and \_\_\_\_\_ will be paid at completion.
- The Parties agree that the Marketer will provide an invoice to the Client every \_\_\_\_\_ days upon the completion of the Services.

## 6. COLLABORATION AGREEMENTS

A collaboration agreement is a **legally binding agreement between different parties that want to cooperate together or work collaboratively on a commercial project that sets out how the parties will work together**, divides the benefits, responsibilities and obligations created by or for the project between the parties.

### SAMPLE COLLABORATION AGREEMENT

*While this contract could be used for actual business purposes, it may not suit your situation and the laws of your state. We encourage you to seek legal advice.*

This agreement contains two parts: a cover sheet addressing basic terms and a contractual attachment, known as a rider. We begin with an explanation of the terms in the rider (set off in boxes) and follow with the entire agreement.

#### CONTRACTUAL ATTACHMENT (RIDER) Commentary and Explanations for First-Time Users

In this introductory section, the parties agree that this contract alone governs the agreement. Not all of these clauses may be necessary for your particular project. However, you should discuss all of the provisions and then tailor this agreement so it reflects the understanding of the collaborators.

Collaborators agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated \_\_\_\_\_. Collaborators agree that the terms of this attachment prevail over the terms the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

#### COMPLETION DATE

Realistic deadlines will be critical to the success of your project. Specify a date by which time the Work will be completed, and consider making a schedule with internal deadlines. Those deadline(s) can be extended if all the collaborators agree to the extension. In this agreement (Paragraph 11), if the collaborators cannot agree, then the dispute will be mediated. For more information about mediation, visit VLAA's Web site, [www.vlaa.org](http://www.vlaa.org).

1. **COMPLETION DATE:** It is contemplated that the Work will be completed no later than \_\_\_\_\_, 20\_\_\_. Collaborators must complete contributions by \_\_\_\_\_ or by the dates included in the attached schedule or outline. If a Collaborator fails to do so, the Collaborators will mutually agree, in writing, to extend the time for completion.

#### LEAVING THE COLLABORATION

What happens if a collaborator quits, becomes disabled or dies before the Work is finished? The Collaborators should decide, in advance, if that collaborator will receive credit. Will that collaborator (or his/her heirs) receive compensation? This clause also allows the remaining collaborators to finish the Work by themselves or with new collaborators. If you collaborate with someone new, the collaborators should enter into a new agreement.

2. **LEAVING THE COLLABORATION:** If a Collaborator is unwilling to continue or complete work on the Work, the Collaborators shall enter into a written agreement setting forth the rights of the withdrawing Collaborator, including what authorship credit, compensation and copyright ownership, if any, shall be shared with the withdrawing collaborator. The remaining Collaborator shall have the right to complete the work alone or with others.

In the event that either Collaborator dies or suffers a disability that will prevent completion of his or her respective portion of the Work, or of a revision thereof or a sequel thereto, the deceased or disabled Collaborator shall receive payments pursuant to Paragraph 3 pro rata to the proportion of his or her work

## 7. TRANSACTION DOCUMENTS

Transaction documents refer to legally relevant documents that are printed, inserted and mailed, or electronically presented. They consist of a mixture of fixed and variable data.

### What are types of documents?

- . Emails.
- . Business Letters.
- . Business Reports.
- . Transactional Documents.
- . Financial Reports and Documents.