

LLC MEMBERSHIP TRANSFER AGREEMENT

Location: _____ Effective Date: _____

Transferor (Current Member) Information:

Full Name: _____

Address: _____

Phone / Email: _____

Transferee (New Member) Information:

Full Name: _____

Address: _____

Phone / Email: _____

Limited Liability Company (LLC) Details:

Name of LLC: _____

State of Formation: _____

Member Interest Being Transferred: _____

RECITALS

WHEREAS, Transferor is a member of the LLC and owns a transferable membership interest in the LLC; WHEREAS, Transferor desires to transfer and assign to Transferee, and Transferee desires to accept, all of Transferor's right, title, and interest in and to the membership interest in the LLC (the "Membership Interest") on the terms and conditions set forth in this Agreement.

AGREEMENT

1. Transfer of Membership Interest

Transferor hereby sells, transfers, conveys, assigns, and delivers to Transferee all of Transferor's right, title, and interest in and to the Membership Interest, together with all rights and obligations pertaining thereto under the LLC Operating Agreement and applicable law.

2. Acceptance by Transferee

Transferee hereby accepts the transfer of the Membership Interest and agrees to be bound by all terms and conditions of the LLC Operating Agreement as a member of the LLC effective as of the Effective Date.

3. Purchase Price

The purchase price for the Membership Interest shall be _____ dollars (USD) payable as follows:

_____.

4. Representations and Warranties of Transferor

Transferor represents and warrants that Transferor is the lawful owner of the Membership Interest, that the Membership Interest is free and clear of all liens, claims, encumbrances, or restrictions, and that Transferor has full power and authority to transfer the Membership Interest.

5. Representations and Warranties of Transferee

Transferee represents and warrants that Transferee has full power and authority to accept the transfer of the Membership Interest and to perform all obligations under this Agreement and the LLC Operating Agreement.

6. LLC Operating Agreement

This transfer is subject to all provisions of the LLC Operating Agreement, which governs the rights, duties, and obligations of members. Transferee acknowledges receipt of a copy of the Operating Agreement.

7. Consent of LLC and Other Members

This transfer is contingent upon any required approvals or consents from the LLC or its members as specified in the LLC Operating Agreement or applicable law. Transferor and Transferee shall cooperate to obtain such approvals if necessary.

8. Tax Matters

Transferor and Transferee acknowledge responsibility for any tax consequences arising from this transfer and agree to consult their respective tax advisors.

9. Indemnification

Transferor agrees to indemnify and hold harmless Transferee and the LLC from any claims, liabilities, losses, or damages arising from any breach of Transferor's representations and warranties. Transferee agrees similarly to indemnify Transferor and the LLC for breaches of its representations.

10. Governing Law

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

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

12. Amendments

Any amendment or modification of this Agreement shall be effective only if in writing and signed by both Transferor and Transferee.

13. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature, each of which shall be binding.

15. Further Assurances

Each party agrees to execute and deliver any additional documents and take such further actions as may be reasonably required to carry out the intent of this Agreement.

16. Notices

All notices, requests, demands, and other communications shall be in writing and deemed given upon delivery by hand, reputable overnight courier, certified mail return receipt requested, or electronic means capable of confirming transmission and receipt.

17. No Waiver

Failure to enforce any provision hereof shall not constitute a waiver of any other provision.

18. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns.

19. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties and their permitted successors and assigns and does not confer any rights on any other person or entity.

20. Headings

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

TRANSFEROR'S SIGNATURE

TRANSFeree'S SIGNATURE

Signature: _____

Signature: _____

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