

# SINGLE MEMBER LLC OPERATING AGREEMENT

State of Formation:

Effective Date:

## Article I – Formation

The Member has formed a Limited Liability Company (“Company”) under the laws of the State indicated above by filing the Articles of Organization with the appropriate state authority. This Agreement governs the rights and obligations of the Member and the operation of the Company.

## Article II – Sole Member

The sole Member of the Company is identified as follows:

Full Legal Name:

Address:

Email/Phone:

## Article III – Purpose

The purpose of the Company is to engage in any lawful business activity permitted under the laws of its state of formation and to exercise all rights and powers necessary or convenient to carry out that purpose.

## Article IV – Capital Contributions

The Member has contributed capital to the Company as described below. No additional contributions are required, but may be made at the sole discretion of the Member.

Description and Value of Initial Capital Contribution:

## Article V – Profits, Losses, and Distributions

All profits and losses of the Company shall be allocated solely to the Member. Distributions shall be made to the Member at such times and in such amounts as determined by the Member, subject to applicable law.

## Article VI – Management

The Company shall be managed solely by the Member. The Member shall have full authority to make all decisions and take all actions for the Company, including but not limited to entering into contracts, incurring liabilities, and hiring employees or agents.

## Article VII – Liability

The Member shall not be personally liable for the debts, obligations, or liabilities of the Company, except as otherwise required by law. The Company shall indemnify and hold harmless the Member to the fullest extent permitted by law.

## Article VIII – Tax Treatment

The Company shall be treated as a disregarded entity for federal and state income tax purposes unless otherwise elected by the Member. The Member shall report all income, gains, losses, deductions, and credits of the Company on the Member's personal tax returns as required by law.

#### **Article IX – Records and Accounting**

The Company shall maintain complete and accurate books and records of its operations and financial affairs. The fiscal year of the Company shall end on December 31 each year unless otherwise determined by the Member.

#### **Article X – Transfers and Assignments**

The Member may transfer or assign all or any part of the Member's interest in the Company only with the prior written consent of any other parties entitled to consent under applicable law or this Agreement. Any transfer or assignment without such consent shall be void.

#### **Article XI – Dissolution and Winding Up**

The Company shall dissolve upon the Member's written decision or as otherwise required by law. Upon dissolution, the Company shall wind up its affairs, pay or provide for all liabilities, and distribute remaining assets to the Member.

#### **Article XII – Amendments**

This Agreement may be amended only by a written agreement signed by the Member. Such amendment shall be effective as of the date stated therein or as otherwise agreed.

#### **Article XIII – Governing Law**

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

#### **Article XIV – Severability**

If any provision of this Agreement is declared invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

#### **Article XV – Entire Agreement**

This Agreement constitutes the entire agreement of the Member relating to the Company and supersedes all prior agreements and understandings, whether written or oral.

**SOLE MEMBER'S SIGNATURE**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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