

SOLE PROPRIETOR OPERATING AGREEMENT

Location: _____ Effective Date: _____

I. Formation

This Sole Proprietor Operating Agreement (the “Agreement”) is made by and between the undersigned sole proprietor (the “Owner”) and governs the operation of the business described herein, formed as a sole proprietorship under the laws of the United States of America, subject to all applicable federal, state, and local laws.

II. Business Name and Purpose

The business shall operate under the name indicated by the Owner and shall engage in lawful business activities as described herein or as subsequently amended in writing. The Owner retains sole control and responsibility for all business decisions and operations.

III. Principal Place of Business

The principal place of business of the sole proprietorship shall be the address provided by the Owner, and may be changed at the Owner’s discretion. The Owner agrees to comply with all applicable zoning, licensing, and registration requirements.

IV. Owner Information

Full Legal Name: _____
Social Security Number or Tax ID: _____
Address: _____
Phone/Email: _____

V. Capital Contributions

The Owner has contributed or will contribute capital to the business as necessary, solely at Owner’s discretion. No other contributions from third parties are recognized or required under this Agreement.

VI. Management and Control

The Owner shall have exclusive management and control over the business and its operations. All decisions, including but not limited to financial, operational, and strategic decisions, shall be made solely by the Owner.

VII. Profits and Losses

All profits and losses arising from the business operations shall be the sole responsibility of the Owner. The Owner agrees to report all income and losses on the appropriate tax filings as required by law.

VIII. Banking and Financial Records

The Owner shall maintain accurate and complete financial records and shall establish and maintain any necessary bank accounts in the business's name or Owner's name as applicable. The Owner has sole authority over all such accounts.

IX. Taxes

The Owner shall be solely responsible for all federal, state, and local taxes, including income taxes, self-employment taxes, and any other taxes or fees applicable to the business or Owner's earnings therefrom.

X. Liability and Indemnification

The Owner assumes all risks and liabilities related to the business. The Owner agrees to indemnify and hold harmless any related parties from any claims, damages, or liabilities arising from the operation of the business.

XI. Term and Termination

This Agreement shall remain in effect until terminated by the Owner. The Owner may terminate the business operations and this Agreement at any time, subject to applicable laws and obligations.

XII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the applicable state laws where the business is principally located, without regard to conflict of law principles.

XIII. Entire Agreement

This Agreement constitutes the entire understanding between the Owner and any related parties with respect to the sole proprietorship and supersedes all prior agreements or understandings, whether written or oral.

XIV. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by the Owner to be effective.

XV. Severability

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

XVI. Waiver

No waiver of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

XVII. Signatures

IN WITNESS WHEREOF, the undersigned sole proprietor has executed this Sole Proprietor Operating Agreement as of the Effective Date.

SOLE PROPRIETOR SIGNATURE

Signature: _____

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