

# Single Member Operating Agreement

[Company Name]

[Date]

[Company Name]

[Company Address]

[Company Address Continued]

[Company Phone #]

[Company Website]

**PURPOSE.** The purpose of this limited liability company (the "Company") is to engage in a business of [insert purpose of the company]. The Company is formed for the purpose of carrying on any lawful act or activity for which limited liability companies may be organized under the laws of [insert state]. The specific business activities in which the Company may engage are not limited to those described in this Agreement, but may include any other lawful act or activity not prohibited by law.

# Operating Agreement

## Formed in the State of [Insert State]

WHEREAS, the Single Member desires to form a limited liability company under the laws of [State or jurisdiction], and the Single Member desires to establish the terms and conditions under which the limited liability company will be managed and operated.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Single Member agrees to form a limited liability company under the laws of [State or jurisdiction] on the date this Agreement is executed, and to operate the limited liability company in accordance with the terms and conditions set forth in this Agreement.

### 1. COMPANY DETAILS.

- a. NAME: The name of the Company is [insert company name]. The Company shall conduct its business under this name, or under any other name as may be designated from time to time by the members.
- b. OFFICE: The principal office of the Company is located at [insert address]. The Company may also have such other offices, either within or outside of [insert state].
- c. REGISTERED AGENT: The Company's registered agent for service of process is [insert name and address of registered agent]. The registered agent shall be authorized to accept service of process on behalf of the Company and to forward such service to the member.

### 2. MANAGEMENT STRUCTURE.

The Single Member shall have full and exclusive authority to manage and control the limited liability company and to make all decisions regarding the management and operation of the limited liability company. The Single Member shall have the power to enter into contracts, hire employees, open bank accounts, and take any other actions necessary for the management and operation of the limited liability company.

The Single Member shall have the right to delegate any of their management and operational powers and responsibilities to agents, employees, or other representatives, but shall remain fully responsible for the actions of such agents, employees, or representatives. The Single Member shall keep accurate and complete records of all transactions and dealings of the limited liability company.

The Single Member may, at any time and in their sole discretion, elect to convert the limited liability company from a member-managed structure to a manager-managed structure by providing written notice to the other members. Upon receipt of the written

notice, the limited liability company shall become manager-managed and the Single Member shall appoint one or more managers to manage and control the limited liability company on behalf of the members. The managers shall have the same powers and responsibilities as the Single Member had under the member-managed structure, and the Single Member shall have no further management responsibilities or powers.

The Single Member may, at any time and in their sole discretion, elect to revert the limited liability company back to a member-managed structure by providing written notice to the other members. Upon receipt of the written notice, the limited liability company shall revert back to a member-managed structure and the Single Member shall regain all management responsibilities and powers.

This provision shall not limit the Single Member's obligations under this Agreement or any other agreement entered into by the Single Member on behalf of the limited liability company.

### **3. BANK ACCOUNTS.**

The Single Member shall have the authority to open and manage bank accounts in the name of the limited liability company and to deposit funds into and withdraw funds from such accounts as necessary to manage and operate the limited liability company. The Single Member shall keep accurate and complete records of all financial transactions of the limited liability company.

### **4. CAPITAL CONTRIBUTIONS.**

The Single Member shall make a capital contribution of [Amount] to the limited liability company. The Single Member shall be entitled to receive all profits and be responsible for all losses of the limited liability company in accordance with their capital contribution. The capital contribution shall be nonrefundable, and the Single Member shall have no right to receive any distribution of the limited liability company's assets upon dissolution or termination of the limited liability company.

### **5. TERM.**

The term of the limited liability company shall commence on the date this Agreement is executed and shall continue until terminated as provided in this Agreement.

### **6. TERMINATION.**

The limited liability company may be dissolved and terminated at any time by the Single Member. In the event of the dissolution of the limited liability company, the Single Member shall wind up the affairs of the limited liability company, and shall distribute the assets of the limited liability company in accordance with their ownership interest. The

Single Member shall take all necessary steps to effect the dissolution of the limited liability company in accordance with the applicable laws.

#### **7. DISTRIBUTIONS.**

The Single Member shall be entitled to receive all profits and benefits arising from the operation of the limited liability company. The Single Member may make distributions to themselves in any amount and at any time, as deemed appropriate by the Single Member.

The limited liability company shall maintain accurate and complete records of all distributions made to the Single Member. The Single Member shall be responsible for reporting all distributions on their federal and state tax returns, and shall be responsible for any taxes arising from such distributions.

#### **8. NOTICE.**

Any notice required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, overnight courier, or certified mail, return receipt requested, to the address of the recipient set forth below or to such other address as the recipient may have previously designated by written notice to the sender:

Address: [Address of Single Member]

#### **9. CONFIDENTIALITY.**

The Single Member shall maintain the confidentiality of all confidential information of the limited liability company and shall not disclose any such confidential information to any third party without the prior written consent of the limited liability company. The Single Member shall use the confidential information of the limited liability company solely for the benefit of the limited liability company.

#### **10. INDEMNIFICATION.**

The Single Member shall indemnify, defend, and hold harmless the limited liability company, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, damages, liabilities, judgments, settlements, costs, and expenses, including reasonable attorney's fees (collectively, "Claims") arising from or in connection with the Single Member's management and operation of the limited liability company, except to the extent such Claims result from the gross negligence or intentional misconduct of the Indemnified Parties. The Single Member's obligations under this section shall survive the termination or expiration of this Agreement.

The Indemnified Parties may, at their option, participate in the defense of any Claim through counsel of their choice at their own expense. The Single Member shall not settle

any Claim that affects the Indemnified Parties without their prior written consent, which shall not be unreasonably withheld. The Single Member shall promptly notify the Indemnified Parties of any Claim for which the Single Member is required to provide indemnification under this section.

#### **11. ADMISSION OF NEW MEMBERS.**

The limited liability company shall have no authority to admit any new members without the prior written consent of the Single Member. The Single Member shall have the sole discretion to determine whether to admit any new members and the terms and conditions upon which any new members may be admitted. Any admission of a new member must be in accordance with the applicable laws of the [State or jurisdiction] and shall be documented in writing and executed by the Single Member and the new member.

The admission of a new member shall not affect the rights or obligations of the Single Member under this Agreement, except as specifically provided in any written agreement between the Single Member and the new member. The Single Member shall not be liable for any obligations of the limited liability company arising from or in connection with the admission of any new member. The Single Member shall have the right to terminate the admission of any new member upon written notice to the new member and the limited liability company.

#### **12. TAX TREATMENT.**

The limited liability company shall be treated as a [disregarded entity/partnership/corporation] for federal income tax purposes. The Single Member shall be responsible for all federal, state, and local taxes arising from the operation of the limited liability company.

#### **13. DISSOLUTION.**

The limited liability company may be dissolved and terminated at any time by the Single Member. In the event of the dissolution of the limited liability company, the Single Member shall wind up the affairs of the limited liability company, and shall distribute the assets of the limited liability company in accordance with their ownership interest. The Single Member shall take all necessary steps to effect the dissolution of the limited liability company in accordance with the applicable laws.

#### **14. AMENDMENT.**

This Agreement may be amended or modified at any time by the Single Member. Any amendment or modification to this Agreement shall be in writing and shall be signed by the Single Member.

**15. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Single Member with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral, between the Single Member. This Agreement may not be amended or modified except in writing signed by the Single Member.

**16. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the [State or jurisdiction].

*Remainder of the Page Intentionally Left Blank*

IN WITNESS WHEREOF, the Single Member has executed this Agreement as of the date first above written.

SINGLE MEMBER: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name