Single-Member LLC Operating Agreement

This Operating Agreement ("Agreement") is made and entered into on [Date], by [and between]:

**[Full Name of the Sole Member]/[Full Names of Members]**, [hereinafter referred to as the "Member/Members]."

1. Formation of the LLC

The [Sole Member/Members] hereby forms a limited liability company (LLC) under the laws of the state of [State], known as "[Your LLC Name]."

2. Purpose of the LLC

The purpose of the LLC is the following:

 [Provide a brief description of the business purpose].

3. Capital Contributions

The [Sole Member/Members] shall contribute an initial capital of $[Amount] to the LLC in exchange for a membership interest. Additional capital contributions may be made by the [Sole Member/Members] as required.

4. Management

The [Sole Member/Members] shall have the [sole/joint] and exclusive authority to manage and control the business and affairs of the LLC.

5. Profits and Losses

All profits, losses, and tax consequences of the LLC shall be solely the responsibility of the [Member/Members].

6. Distributions

The [Member/Members] may take distributions from the LLC profits as determined by the [Member/Members]. The [Member/Members] shall make distributions in the following manner:

 [Distributions].

7. Transfer of Membership Interest

The [Member/Members] may not transfer, assign, or sell their membership interest without the prior written consent of the [Member/Members].

8. Dissolution and Termination

The LLC may be dissolved and terminated by the [Member/Members] at any time. If the LLC is operated at any time by more than one Member, the LLC may be dissolved only after all or the majority, as the case may be in accordance with this or an amended Operating Agreement, have voted to dissolve the LLC.

9. Miscellaneous

**A. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of [State].

**B. Entire Agreement:** This Agreement contains the entire understanding between the parties and supersedes all previous agreements and understandings.

**C. Amendment:** This Agreement may only be amended in writing and signed by the [Member/Members].

**D. Notices:** All notices required under this Agreement shall be sent to the following address:

[Member's Address/Members’ Address].

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

**[Your Full Name (Member)]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

             (Signature)

**Disclaimer:** This Operating Agreement is a general template and is provided for informational purposes only. It is not a substitute for professional legal advice. The Member is strongly encouraged to seek the advice of an attorney or legal professional to ensure that this Agreement is tailored to the specific needs and requirements of the LLC and that it complies with the laws of the state of formation.

Notary Acknowledgment

**State of** [State]

**County of** [County]

On this [Date], before me, a Notary Public in and for said county and state, personally appeared **[Your Full Name]**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

   [Notary Public's Signature]

(Notary Seal)

[Notary Public's Name]

[Notary Public's Commission Expiration Date]