

**OPERATING AGREEMENT
FOR**

[REDACTED], LLC

A FLORIDA MANAGER-MANAGED LIMITED LIABILITY COMPANY

Effective Date: [REDACTED] day of [REDACTED], 20[REDACTED]

ARTICLE I — FORMATION AND ORGANIZATION

1.01 Formation

This LLC was formed by filing Articles of Organization with the Florida Division of Corporations pursuant to the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes. This Agreement governs the Company's affairs pursuant to § 605.0105. Per § 605.0107, this Agreement prevails among members, dissociated members, and transferees; the Articles of Organization prevail for third parties who reasonably rely on the public record.

Filing Date: [REDACTED] day of [REDACTED], 20[REDACTED]

1.02 Name

LLC Name: [REDACTED]

1.03 Registered Agent and Office

Registered Agent: [REDACTED]

Registered Office (physical street address, no P.O. box):

[REDACTED]

1.04 Business Purpose

Specific Purpose (if any): [REDACTED]

The LLC may engage in any lawful business activity under Chapter 605, Florida Statutes.

1.05 Duration

Perpetual, unless dissolved per this Agreement or pursuant to § 605.0702 of Chapter 605. This Agreement is not filed with the Florida Division of Corporations.

1.06 Principal Office

Address (physical street address, no P.O. box):

[REDACTED]

ARTICLE II — MEMBERS

2.01 Members and Ownership

Member Name	Address	Contribution (\$)	% Interest
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*(Attach additional pages as needed)

2.02 Non-Liability

No Member is personally liable for Company debts or obligations pursuant to Chapter 605, Florida Statutes. Per § 605.0503, creditor remedies for multi-member LLCs are limited to a charging order.

2.03 Member Voting on Reserved Matters

Members vote in proportion to their share of the Company's profits on matters reserved under Article V, Section 5.04. "Majority" means combined votes exceeding 50% of total profit interests.

2.04 Members' Meetings

Days' written notice required to call a meeting:

Any Member or the Manager may call a meeting. Written minutes kept in Company records.

ARTICLE III — CAPITAL CONTRIBUTIONS

3.01 Initial Contributions

As listed in Section 2.01. Per § 605.0403, each Member's obligation to contribute is enforceable by the Company.

Contributions due on or by: day of , 20

3.02 Additional Contributions

May be required by:

Majority vote Unanimous vote

3.03 Failure to Contribute

Remaining Members may by unanimous vote:

(a) Reschedule payment:

Late penalty (\$):

Interest rate: % per annum

(b) Cancel the delinquent Member's membership (with refund of prior payments).

3.04 No Interest on Capital

No interest shall be paid on capital contributions.

3.05 Capital Accounts

Maintained per IRC regulations. Reflects contributions + profits – losses – distributions. Absent this Agreement, § 605.0404 would allocate distributions per value of contributions — not equally per capita.

3.06 Withdrawal Restrictions

No withdrawal of capital except with written consent of all Members.

ARTICLE IV — PROFITS, LOSSES, AND DISTRIBUTIONS

4.01 Allocation

Profits, losses, income, gain, deduction, and credit allocated per each Member's percentage interest as listed in Section 2.01. No priority or preference among Members.

4.02 Distributions

Per percentage interest, at times determined by the Manager, subject to:

Majority vote of Members Unanimous vote of Members

Florida imposes no franchise tax and no state income tax on LLC members. The annual report is due by May 1 each year (fee: \$138.75) through Sunbiz.org.

Distribution Schedule:

4.03 Tax Classification

Partnership (default) S-Corporation (IRS Form 2553)

Other classification (specify):

4.04 Tax Year

Calendar year Fiscal year ending:

Fiscal year end date (if selected):

4.05 Tax Matters Partner

Name:

4.06 Annual Returns

Copies of all returns and Schedule K-1 forms provided to each Member within 60 days of tax year end.

4.07 Bank Accounts

Designated Member(s) authorized for banking:

Company funds shall NOT be commingled with personal funds of any Member.

4.08 Title to Assets

All property shall be held in the Company's name, not in the names of individual Members.

ARTICLE V — MANAGEMENT (MANAGER-MANAGED)

5.01 Manager-Managed Designation

Pursuant to § 605.04073(2) of Chapter 605, this LLC is managed by one or more Managers. Members who are not Managers do NOT participate in daily management and have NO authority to bind the Company except as provided in Section 5.04. The operating agreement must specify which managers have authority to sign contracts, open bank accounts, and bind the Company — Florida law does not restrict who can serve as a Manager.

5.02 Appointment of Manager(s)

Manager Name	Address	Status
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Member <input type="checkbox"/> Non-Member
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Member <input type="checkbox"/> Non-Member

5.03 Manager Authority

The Manager has exclusive authority to:

- (a) Manage day-to-day operations and affairs of the Company;
- (b) Bind the Company in contracts and agreements;
- (c) Execute contracts, leases, checks, drafts, notes, and instruments;
- (d) Hire and terminate employees, consultants, and contractors;

- (e) Open and manage bank accounts; Company funds shall not be commingled with personal funds;
- (f) Acquire, sell, lease, or manage Company assets;
- (g) Borrow money and grant security interests in Company assets;
- (h) Settle claims and compromise debts on behalf of the Company; and
- (i) Take any action necessary to carry out the Company's purposes.

5.04 Reserved Powers (Require Member Approval)

The following require:

- Majority vote of Members Unanimous vote of Members

Actions subject to Member approval:

- Sale or disposition of all or substantially all Company assets
- Merger, conversion, or domestication of the Company
- Amendment of this Operating Agreement (pursuant to § 605.04073)
- Admission of new Members
- Voluntary dissolution of the Company
- Filing for bankruptcy
- Changing the Company's tax classification
- Acts outside the ordinary course of business
- Transactions between Company and a Manager or Member

Incurring debt or liability exceeding (\$):

Other reserved powers (specify):

5.05 Manager Compensation

- No compensation

Compensation amount and period (if any):

Reimbursement for reasonable out-of-pocket expenses.

5.06 Removal of Manager

The Manager may be removed with or without cause by:

- Majority vote of Members Unanimous vote of Members

5.07 Resignation of Manager

Days' written notice to all Members required:

5.08 Vacancy

Replacement Manager appointed by:

Majority vote of Members Unanimous vote of Members

Days to appoint replacement Manager:

If no replacement is appointed within that period, the LLC shall be managed by Members until a new Manager is designated.

5.09 Multiple Managers

If more than one Manager is appointed, decisions shall be made by:

Majority vote of Managers Unanimous vote of Managers

Chief Executive Manager (if applicable):

5.10 Officers (Optional)

President:

Secretary:

Treasurer:

ARTICLE VI — MANAGER LIABILITY, FIDUCIARY DUTIES, AND INDEMNIFICATION

6.01 Manager Not Personally Liable

Pursuant to Chapter 605, Florida Statutes, the Manager is not personally liable for Company obligations solely by reason of being a Manager.

6.02 Fiduciary Duties

Pursuant to § 605.04073(2) and § 605.04091 of Chapter 605, in a manager-managed LLC, fiduciary duties apply to the Manager(s):

- (a) Duty of Care: Act with the care of a person in a like position who would reasonably believe the conduct is in the best interests of the Company.
- (b) Duty of Loyalty: Act in good faith in the Company's best interests. The Manager shall not compete with the Company, self-deal, or usurp Company opportunities.

Non-managing Members owe no fiduciary duties to the Company or to other Members solely by reason of being Members. Per § 605.0105(4)(c), this Agreement may alter specific duties within the limits of § 605.0105(3). The implied obligation of good faith and fair dealing under § 605.04091 cannot be eliminated.

6.03 Exculpation

No liability for good-faith acts unless fraud, gross negligence, recklessness, or intentional misconduct.

6.04 Indemnification

The Company indemnifies the Manager per Chapter 605, Florida Statutes. The Company may advance defense costs upon the Manager's undertaking to repay if not entitled to indemnification.

ARTICLE VII — BOOKS AND RECORDS

7.01 Records Location

Address:

7.02 Required Records

Articles of Organization and all amendments; this Agreement and all amendments; tax returns (3 years); financial statements (3 years); membership and manager register.

7.03 Member Inspection

Any Member may inspect Company records upon reasonable notice. Copying costs at the Member's expense.

7.04 Fiscal Year

Calendar year ending December 31.

ARTICLE VIII — TRANSFER AND WITHDRAWAL

8.01 Withdrawal

Written notice required — days before effective date:

8.02 Transfer Restrictions

Per § 605.0502 of Chapter 605, a Member may transfer their transferable interest (economic rights — distributions only) without other Members' consent. Transfer of full membership interest, including voting rights, requires all non-transferring Members' written approval. The multi-member structure provides charging-order protection under § 605.0503.

8.03 Right of First Refusal

A selling Member must first offer the interest to other Members in writing.

Days for other Members to accept ROFR offer:

Purchase price determined by:

Mutual agreement Fair market value by independent appraiser Book value

Other price method (if selected):

8.04 Economic Interest Only

A Member may assign economic interest (distributions only) without approval. An assignee does NOT become a Member and receives no voting or management rights.

ARTICLE IX — DISSOLUTION

9.01 Dissolution Triggers

The Company shall dissolve upon:

Days for remaining Members to vote to continue (upon Member departure):

- (a) Death, incapacity, bankruptcy, resignation, or expulsion of a Member, UNLESS within the number of days above remaining Members vote to continue per § 605.0702;
- (b) Written agreement of all Members to dissolve;
- (c) Judicial dissolution ordered pursuant to § 605.0702 of Chapter 605.

9.02 Winding Up

Liquidator (or Manager, or as designated by Member vote):

Order of distribution: (1) Pay all creditors; (2) Allocate remaining income/loss to capital accounts; (3) Distribute per positive capital account balances.

ARTICLE X — DISPUTE RESOLUTION

10.01 Mediation

All disputes arising under this Agreement shall first be submitted to mediation before any other proceeding.

Mediator: Mutually agreed by parties Mediator: Court-appointed

10.02 Arbitration

If mediation fails, the matter shall be submitted to binding arbitration per American Arbitration Association (AAA) rules. All parties share initial costs equally. The prevailing party shall be awarded attorney fees and expenses.

10.03 Binding

All arbitration decisions are final and binding on all Members.

ARTICLE XI — GENERAL PROVISIONS

11.01 Governing Law

This Agreement shall be governed by the laws of the State of Florida, including the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes.

11.02 Amendment

Written amendment signed by all Members and Manager(s). Kept with Company records. Per § 605.04073, amending the operating agreement requires unanimous written consent of all members.

11.03 Venue

County: , Florida.

11.04 Severability

Invalid provisions severed; remainder enforceable.

11.05 Entire Agreement

This Agreement, the Articles of Organization, and all exhibits hereto constitute the complete agreement.

11.06 No Filing Required

This Agreement shall not be filed with the Florida Division of Corporations. Per § 605.0106(6), this Agreement is not subject to a statute of frauds and does not require notarization under Florida law.

SIGNATURE BLOCKS

IN WITNESS WHEREOF, the Manager(s) and Members of the Company have executed this Operating Agreement. No notarization is required under Florida law (§ 605.0106(6)).

MANAGER(S)

Date — Manager 1: day of , 20

Signature — Manager 1:

Printed Name — Manager 1:

Manager Type: Member-Manager Non-Member Manager

Date — Manager 2: day of , 20

Signature — Manager 2:

Printed Name — Manager 2:

Manager Type: Member-Manager Non-Member Manager

MEMBERS

Date — Member 1: day of , 20

Signature — Member 1:

Printed Name — Member 1:

Percentage Interest — Member 1: %

Date — Member 2: day of , 20

Signature — Member 2:

Printed Name — Member 2:

Percentage Interest — Member 2: %

Date — Member 3: day of , 20

Signature — Member 3:

Printed Name — Member 3:

Percentage Interest — Member 3: %

[Attach additional signature pages as needed]

EXHIBIT 1 — CAPITAL CONTRIBUTIONS

This Exhibit is attached to the Operating Agreement for (LLC Name):

Florida Manager-Managed Limited Liability Company.

Description of Contribution

Amount (\$)

TOTAL INITIAL CONTRIBUTION

SIGNED this: day of , 20

Signature:

Printed Name:

LEGAL DISCLAIMER

This Operating Agreement template is provided by Boost Suite (boostsuite.com) for informational and educational purposes only. It does not constitute legal advice and should not be relied upon as a substitute for consultation with a licensed attorney.

This template is customized with Florida-specific statute references under the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes. It may not address all legal requirements specific to your LLC or situation.

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Your Florida LLC Resources:

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→ <https://boostsuite.com/how-to-start-an-llc/florida/>

→ <https://boostsuite.com/how-to-start-an-llc/cost/florida/>

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