

**OPERATING AGREEMENT
FOR**

[REDACTED], LLC

A FLORIDA SINGLE-MEMBER LIMITED LIABILITY COMPANY

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

ARTICLE I — COMPANY FORMATION

1.01 Formation

The Member formed a Limited Liability Company (the "Company") 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 the Member, dissociated members, and transferees; the Articles of Organization prevail for third parties who reasonably rely on the public record. This Agreement is not filed with the Florida Division of Corporations.

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

1.02 Company Name

LLC Name: [REDACTED]

The Member may change the Company name provided it complies with Chapter 605 naming requirements.

1.03 Registered Agent and Registered Office

Registered Agent Name: [REDACTED]

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

[REDACTED]

1.04 Term

The Company continues perpetually unless dissolved under this Agreement or pursuant to § 605.0702 of the Florida Revised Limited Liability Company Act.

1.05 Business Purpose

The Company may engage in any lawful business activity permitted under Chapter 605, Florida Statutes, and all other applicable state and federal law.

1.06 Principal Place of Business

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

ARTICLE II — THE MEMBER

2.01 Member Information

Member Name:

Member Address:

Ownership Interest: 100%

2.02 Admission of Additional Members

New members may be admitted only by written amendment signed by the Member and the incoming member. Per § 605.0106(5) of Chapter 605, this single-member operating agreement is enforceable even though only one person is a party to it. A transferee receiving only a transferable interest does not become a Member and receives no voting or management rights pursuant to § 605.0502.

Amendment Date (if applicable):

ARTICLE III — CAPITAL CONTRIBUTIONS

3.01 Initial Contributions

The Member's initial contribution is described in Exhibit 1. Per § 605.0403, the Member's obligation to make this contribution is enforceable by the Company.

Total Initial Contribution: \$

3.02 Additional Contributions

Any additional contribution shall be documented in writing.

Additional Contribution Terms:

3.03 Withdrawal of Capital

Capital may be withdrawn only through distributions pursuant to Article IV or dissolution pursuant to Article X. No withdrawal shall render the Company unable to pay debts as they come due in the ordinary course of business.

3.04 Return of Capital

Return of capital is limited to Company assets remaining after satisfaction of all Company

obligations.

ARTICLE IV — PROFITS, LOSSES, AND DISTRIBUTIONS

4.01 Profits and Losses

Profits and losses shall be determined annually and allocated entirely to the Member per Treasury Regulation § 1.704-1. Absent this Agreement, § 605.0404 of Chapter 605 would allocate distributions based on the value of each member's contributions — not on an equal per-capita basis.

4.02 Distributions

The Member may distribute available funds at any time, provided sufficient funds remain for the Company's debts, liabilities, and working capital. Florida imposes no franchise tax or state income tax on LLC members. The Company must file an annual report by May 1 each year (fee: \$138.75) with the Florida Division of Corporations through Sunbiz.org. The distribution schedule shall account for that obligation.

Distribution Schedule / Notes:

4.03 In-Kind Distributions

In-kind distributions are permitted if fair market value is determined before distribution and the capital account is adjusted accordingly.

4.04 Withholdings

The Company may withhold amounts required by federal, state, or local law. Withheld amounts shall be treated as distributed to the Member.

4.05 Liquidation Distributions

Upon dissolution, liquidation distributions shall follow Chapter 605 and the Member's positive capital account balance per Treasury Regulation § 1.704-1(b)(2)(iv).

ARTICLE V — MANAGEMENT

5.01 Member-Managed Structure

Pursuant to § 605.04073(1) of Chapter 605, the Company is member-managed, which is the default structure. The Member has full authority over the Company's daily operations. The Member is the sole person authorized to bind the Company, enter into contracts, and sign instruments on its behalf.

5.02 Powers of the Member

The Member is authorized to:

- (a) Make all decisions regarding operations, including the sale, acquisition, lease, or disposition of assets; borrowing funds; hiring and terminating employees; and settling claims.
- (b) Execute all contracts, checks, drafts, notes, leases, mortgages, and other instruments on behalf of the Company.
- (c) Open, maintain, and close bank accounts. Company funds shall not be commingled with personal funds.
- (d) Transfer the Company's transferable interest (economic rights to profits and distributions) pursuant to § 605.0502 of Chapter 605.
- (e) Take any other action necessary to carry out the business and purposes of the Company.

5.03 Authorized Persons

The Member may appoint officers or agents for limited operational or banking purposes.

Authorized Person(s):

Title(s):

5.04 Fiduciary Duties

Pursuant to § 605.04091 of Chapter 605, the Member shall act consistently with the duty of loyalty, duty of care, and obligation of good faith and fair dealing. Per § 605.0105(4)(c), this Agreement may alter specific aspects of the duty of loyalty and set standards for measuring good faith, but may not eliminate any of these duties pursuant to § 605.0105(3), nor exonerate anyone from liability for bad faith, willful misconduct, or knowing violation of law.

ARTICLE VI — LIABILITY AND INDEMNIFICATION

6.01 Limitation of Liability

The Member shall not be personally liable for the Company's debts or obligations solely by reason of being a Member, pursuant to Chapter 605, Florida Statutes. Maintaining the Company as a separate entity — including separate bank accounts, documented capital contributions, and formal distribution records — is essential to preserving this protection. Note: Per § 605.0503, creditor remedies for single-member LLCs may be broader than for multi-member LLCs under Florida law (*Olmstead v. FTC*, Fla. 2010).

6.02 Exculpation

Acts or omissions undertaken in good faith to promote the Company's interests shall not subject the Member to personal liability, provided the conduct does not constitute fraud, gross negligence, or intentional misconduct.

6.03 Indemnification

To the fullest extent permitted by Chapter 605, Florida Statutes, the Company may indemnify the Member, employees, officers, and agents for costs incurred in connection with Company business, except where liability arises from fraud, gross negligence, or intentional misconduct.

ARTICLE VII — COMPENSATION AND REIMBURSEMENT

7.01 Compensation

Compensation Amount / Terms:

7.02 Reimbursement

The Company shall reimburse the Member for documented out-of-pocket expenses incurred in connection with Company business, upon presentation of appropriate receipts or records.

ARTICLE VIII — BOOKS AND RECORDS

8.01 Accounting

The Company shall maintain complete and accurate books and records at its principal office. The accounting period shall be the calendar year.

Records Location:

8.02 Required Records

The Company shall maintain: (a) this signed Agreement and all amendments; (b) Articles of Organization and all amendments; (c) federal and state tax returns for the three (3) most recent years; (d) financial statements for the three (3) most recent years; and (e) records of all Member resolutions.

8.03 Tax Treatment

The Company is a disregarded entity (sole proprietorship) for federal income tax purposes. Florida imposes no individual state income tax. If the LLC elects C-corporation status (IRS Form 8832), it becomes subject to Florida's 5.5% corporate income tax on Florida-source income. The Member may elect an alternative classification:

S-Corporation (IRS Form 2553) C-Corporation (IRS Form 8832) Default — Disregarded Entity

Tax Election (if changed):

8.04 Capital Account

The Member's capital account shall be maintained per Treasury Regulation § 1.704-1(b)(2)(iv). Increased by contributions and income; decreased by distributions and losses.

ARTICLE IX — TRANSFER OF INTEREST

9.01 Transferable Interest

Pursuant to § 605.0502 of Chapter 605, the Member may transfer their transferable interest — the economic right to receive profits and distributions — without restriction. Transfer of the full membership interest, including voting and management rights, requires written admission of the transferee per Section 2.02. Note: Per § 605.0503 and *Olmstead v. FTC* (Fla. 2010), creditors of a single-member LLC may reach greater rights than a charging order alone.

9.02 Admission of Transferee

Transfer of a transferable interest alone does not admit the transferee as a Member. Full membership requires written admission per Section 2.02. Until admitted, a transferee has no voting or management rights.

ARTICLE X — DISSOLUTION

10.01 Events Triggering Dissolution

The Company shall be dissolved upon:

- (a) The Member elects dissolution in writing;
- (b) No remaining member exists for ninety (90) consecutive days, unless transferable interest holders consent in writing to continue and admit a new member per § 605.0702;
- (c) Judicial dissolution ordered by a court pursuant to § 605.0702 of Chapter 605; or
- (d) Any other event specified in the Articles of Organization or this Agreement.

10.02 Distributions After Dissolution

Upon dissolution, creditors shall be paid first (including the Member as a creditor), then remaining assets distributed to the Member pursuant to Chapter 605, Florida Statutes.

10.03 Winding Up

Liquidator Name (if other than the Member):

The liquidator's authority shall be documented in Company records and be consistent with Chapter 605, Florida Statutes.

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

This Agreement may be amended only by a written amendment signed by the Member, dated and maintained with Company records. Under § 605.04073, amending the operating agreement requires unanimous written consent of all members.

11.03 Venue

County: , Florida.

11.04 Severability

If any provision is held invalid or unenforceable, it shall be severed; the remainder shall continue in full force.

11.05 Entire Agreement

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

11.06 No Filing Required

This Agreement shall not be filed with the Florida Division of Corporations. The Member shall retain the signed original with Company records. Pursuant to § 605.0106(6), this Agreement is not subject to a statute of frauds and does not require notarization under Florida law.

CERTIFICATION OF SOLE MEMBER

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has adopted and agreed to be bound by the terms of this Operating Agreement as of the date first written above. No notarization is required under Florida law (§ 605.0106(6)).

Date: day of , 20

Signature:

Printed Name:

Ownership Interest: 100%

Address:

EXHIBIT 1 — CAPITAL CONTRIBUTIONS

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

Florida Single-Member Limited Liability Company.

Description of Contribution

Amount (\$)

TOTAL INITIAL CONTRIBUTION

SIGNED this: day of , 20

Signature:

Printed Name:

EXHIBIT 2 — BANK RESOLUTION

This Bank Resolution is adopted by the sole Member of the Company identified below.

Company Name: [redacted]

Bank Name: [redacted]

Bank Address: [redacted]

Account Title: [redacted]

Principal Office: [redacted]

Resolution Date: [redacted] day of [redacted], 20[redacted]

RESOLVED, the financial institution identified above is hereby designated as the official depository for this Company.

RESOLVED FURTHER, the authorized signer(s) listed below are authorized to sign checks, drafts, and payment orders on behalf of the Company.

RESOLVED FURTHER, Company funds shall not be commingled with the personal funds of any Member or other person.

Authorized Signer(s): [redacted]

Title(s): [redacted]

This authorization remains in effect until written notice of change is received by the financial institution.

Date: [redacted] day of [redacted], 20[redacted]

Signature: [redacted]

Printed Name: [redacted]

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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