

STATE OF UTAH
**SINGLE-MEMBER LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

Pursuant to Utah Code Title 48, Chapter 3a
(Utah Revised Uniform Limited Liability Company Act)

**ARTICLE I
ORGANIZATION**

1.01 Formation.

This Limited Liability Company (the "Company") has been formed as a Utah limited liability company by filing a Certificate of Organization with the Utah Department of Commerce, Division of Corporations and Commercial Code, pursuant to the Utah Revised Uniform Limited Liability Company Act, Utah Code Title 48, Chapter 3a (the "Act"). This Operating Agreement is entered into pursuant to Utah Code Ann. § 48-3a-112.

1.02 Company Name.

The name of the Company is:

1.03 Principal Office.

The principal office and place of business of the Company is located at:

City:

State:

Zip Code:

1.04 Registered Agent.

The Company shall at all times maintain a registered agent with a physical street address in the State of Utah (no post office box), available during normal business hours to receive service of process. The initial registered agent is:

Name:

Street Address:

City, State, Zip:

1.05 Management Structure.

The Company is organized as a single-member, member-managed limited liability company. The sole Member has full and exclusive management authority as described in Article V.

1.06 Purpose.

The purpose of the Company is to engage in any lawful business or activity permitted under Utah law and any other applicable jurisdiction. The specific business purpose, if any, is:

1.07 Effective Date.

This Operating Agreement is effective as of the filing date of the Certificate of Organization with the Utah Division of Corporations and Commercial Code, or such other date as stated below:

Effective Date:

**ARTICLE II
DEFINITIONS**

As used in this Operating Agreement, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Act.

"Act" means the Utah Revised Uniform Limited Liability Company Act, Utah Code Title 48, Chapter 3a, as amended from time to time.

"Annual Renewal" means the annual renewal filing required by Utah Code Ann. § 48-3a-212, due by the last day of the anniversary month of the Company's formation, with a \$18 fee (current schedule). Failure to renew may result in administrative dissolution under § 48-3a-708.

"Certificate of Organization" means the Certificate of Organization (Limited Liability Company) filed with the Utah Department of Commerce, Division of Corporations and Commercial Code, as may be amended.

"Capital Account" means the account maintained for each Member reflecting contributions, allocated profits/losses, and distributions.

"Capital Contribution" means any contribution of money, property, services, or a promissory note made by a Member to the Company, as reflected in Exhibit 1.

"Charging Order" has the meaning set forth in Utah Code Ann. § 48-3a-503, the exclusive remedy by which a judgment creditor may reach a Member's Transferable Interest.

"Division of Corporations" means the Utah Department of Commerce, Division of Corporations and Commercial Code, the filing authority for Utah LLCs.

"Member" means a person admitted to the Company as a member in accordance with the Act and this Agreement.

"Membership Interest" means a Member's entire interest in the Company, including the Transferable Interest and all management and voting rights.

"Operating Agreement" means this Operating Agreement as authorized by Utah Code Ann. § 48-3a-112. Under § 48-3a-102(16), an operating agreement may be "oral, implied, in a record, or in any combination thereof." This written Agreement is intended to be the complete and exclusive statement of the Members' agreement, superseding all prior oral, implied, or written arrangements. See the integration clause in Section 11.05.

"Ordinary Course of Business" means day-to-day activities consistent with the Company's stated purpose, as distinguished from extraordinary acts requiring supermajority or unanimous approval under Article V.

"Transferable Interest" means a Member's right to receive distributions from the Company under Utah Code Ann. § 48-3a-501. A Transferable Interest does not carry management or voting rights without admission as a Member.

ARTICLE III CAPITAL CONTRIBUTIONS

3.01 Initial Capital Contributions.

The sole Member's initial Capital Contribution is set forth in Exhibit 1 attached hereto.

3.02 Form of Contributions.

Capital Contributions may be made in cash, property, services, or a promissory note. The agreed value of any non-cash contribution shall be noted in Exhibit 1.

3.03 Additional Capital Contributions.

The sole Member may make additional Capital Contributions at any time and in any amount.

3.04 No Interest on Capital.

No Member shall be entitled to interest on any Capital Contribution unless unanimously agreed in writing.

3.05 Capital Accounts.

The Company shall maintain a separate Capital Account for each Member in accordance with Treasury Regulation § 1.704-1(b)(2)(iv) to the extent applicable.

3.06 No Right to Return of Contributions.

No Member shall have any right to demand or receive the return of any Capital Contribution except as expressly provided in this Agreement or required by the Act.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.01 Allocation of Profits and Losses.

OVERRIDE OF UTAH CODE § 48-3a-404 PER-CAPITA DEFAULT: Utah Code Ann. § 48-3a-404 provides that, absent a contrary operating agreement, interim distributions before dissolution are made in EQUAL SHARES among all members and dissociated members, regardless of capital contributions. This per-capita rule is the most common distribution trap in Utah LLCs. This Agreement expressly overrides that default: net profits and losses shall be allocated in proportion to each Member's ownership percentage as set forth in Exhibit 1 — NOT equally.

4.02 Distributions.

Distributions shall be made to the sole Member at such times and in such amounts as the sole Member determines, subject to the solvency limitations of Section 4.03.

4.03 Limitations on Distributions.

No distribution shall be made if, after giving effect to it: (a) the Company could not pay its debts as they become due; or (b) total assets would be less than total liabilities. Any Member who receives an unlawful distribution may be liable to the Company under Utah Code Ann. § 48-3a-405.

4.04 Withholding.

The Company may withhold from any distribution any amount required by applicable federal or Utah tax law. Withheld amounts shall be treated as distributions to the affected Member.

ARTICLE V MANAGEMENT

5.01 Member-Managed; Sole Authority.

The Company is a member-managed LLC under Utah Code Ann. § 48-3a-407. The sole Member has full and exclusive authority to manage, control, and make all decisions concerning the business and affairs of the Company.

5.02 Authority to Bind the Company.

UTAH CODE § 48-3a-301 NOTICE: Under Utah Code Ann. § 48-3a-301, a member is NOT an agent of the LLC solely by reason of being a member. This Section expressly designates the sole Member as having full authority to execute contracts, agreements, deeds, mortgages, leases, and all other instruments on behalf of the Company. Third parties may rely on this designation.

5.03 Compensation.

The sole Member shall not be entitled to compensation for managing the Company unless separately agreed in writing. The sole Member may be reimbursed for documented expenses.

5.04 Liability of Member.

The sole Member shall not be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being the sole Member, per Utah Code Ann. § 48-3a-304. Maintaining limited liability requires observance of LLC formalities and separation of personal and Company finances.

5.05 Books and Records.

The Company shall maintain complete and accurate books and records at its principal office. The sole Member's right to inspect records is among the non-waivable rights under § 48-3a-112.

5.06 Annual Renewal Compliance.

The sole Member shall ensure timely filing of the Company's Annual Renewal with the Utah Division of Corporations by the last day of the anniversary month of formation each year (\$18 fee). Failure to renew may result in administrative dissolution under Utah Code Ann. § 48-3a-708, with the Company's status changing to 'Expired' approximately 60 days after the due date.

5.07 Fiscal Year.

The fiscal year of the Company shall be the calendar year, unless the sole Member elects otherwise in writing.

ARTICLE VI FIDUCIARY DUTIES

6.01 Duty of Loyalty.

The sole Member owes a duty of loyalty to the Company as provided in Utah Code Ann. § 48-3a-409, including: (a) accounting for and holding as trustee any property or benefit derived from Company business without Member consent; (b) refraining from dealing with the Company as an adverse party without disclosure and consent; and (c) refraining from competing with the Company in its business before dissolution without unanimous written consent. This duty may be defined but not eliminated under § 48-3a-112.

6.02 Duty of Care.

The sole Member owes a duty of care to act in good faith, in a manner reasonably believed to be in the best interests of the Company, with the care a person in a like position would reasonably exercise under similar circumstances, per Utah Code Ann. § 48-3a-409. This duty cannot be unreasonably reduced by this Agreement.

6.03 Obligation of Good Faith and Fair Dealing.

Each Member and the sole Member shall discharge all duties and exercise all rights consistent with the contractual obligation of good faith and fair dealing under Utah Code Ann. § 48-3a-409. This obligation cannot be eliminated by this Agreement.

6.04 Indemnification.

The Company shall indemnify and hold harmless each Member from and against any claim, liability, cost, or expense (including reasonable attorneys' fees) arising from good-faith acts within the scope of authority conferred by this Agreement, pursuant to Utah Code Ann. § 48-3a-408. No indemnification shall be available for bad faith, willful misconduct, recklessness, or a knowing violation of law. Indemnification shall be paid from Company assets only.

6.05 Non-Waivable Provisions.

Under Utah Code Ann. § 48-3a-112, the following cannot be eliminated by this Agreement: (a) the duty of loyalty (may be defined, not eliminated); (b) the duty of care (may not be unreasonably reduced); (c) the obligation of good faith and fair dealing; (d) certain information rights of Members; (e) rights of transferees and creditors under Part 5; and (f) the right to seek judicial dissolution under § 48-3a-701.

ARTICLE VII TRANSFER OF MEMBERSHIP INTEREST

7.01 Restriction on Transfer.

The sole Member may transfer all or any portion of the Membership Interest without restriction. Any transferee who assumes all obligations and executes a joinder to this Agreement shall be admitted as the sole Member.

7.02 Charging Order — Exclusive Creditor Remedy.

Pursuant to Utah Code Ann. § 48-3a-503, a charging order against a Member's Transferable Interest is the EXCLUSIVE remedy by which a judgment creditor may satisfy a judgment against a Member's interest. A creditor obtaining a charging order may only receive distributions payable to the Member. The charging order does not entitle the creditor to participate in management, vote, or obtain information rights. Foreclosure of a charging order converts the creditor to a transferee with only Transferable Interest rights.

7.03 Death or Incapacity of a Member.

Upon death or legal incapacity of the sole Member, the Transferable Interest passes to the estate or named beneficiary under Utah Code Ann. § 48-3a-502. To maintain continuity of operations, the sole Member is encouraged to designate a successor in a separate written instrument.

ARTICLE VIII DISSOCIATION AND BUYOUT

8.01 Events of Dissociation.

A Member dissociates upon: (a) voluntary notice of withdrawal; (b) expulsion under Section 8.05; (c) the Member's bankruptcy; or (d) the Member's death or legal incapacity.

8.02 Effect of Dissociation — Single Member.

The sole Member's dissociation shall trigger dissolution under Utah Code Ann. § 48-3a-701 unless, prior to dissociation, the sole Member has designated a successor Member and taken all necessary steps to continue Company operations.

ARTICLE IX DISSOLUTION AND WINDING UP

9.01 Events Causing Dissolution.

UTAH CODE § 48-3a-701 (2024 AMENDMENT) NOTICE: Effective July 1, 2024, dissolution events may be set in either the Certificate of Organization or this Operating Agreement. If the two documents conflict, the Company faces a legal conflict under Utah law. The dissolution events below must be reviewed against the Company's Certificate of Organization to ensure consistency. The Company shall be dissolved upon:

- (a) Any dissolution event specified in the Certificate of Organization or this Agreement;
- (b) The written consent of the sole Member to dissolve;
- (c) An event making it unlawful for all or substantially all of the Company's business to continue;
- (d) A judicial decree of dissolution under Utah Code Ann. § 48-3a-701, upon finding that the economic purpose of the Company is likely to be unreasonably frustrated, that a Member has engaged in oppressive conduct, or that it is not reasonably practicable to continue the Company's business;
- (e) Administrative dissolution for failure to file Annual Renewal under Utah Code Ann. § 48-3a-708.

9.02 Winding Up.

Upon dissolution, the Company shall be wound up by the sole Member, or upon application by a Member, by a person appointed by a Utah court. During winding up the Company shall: (a) collect all amounts owed; (b) pay and discharge all debts and obligations; (c) distribute remaining assets to Members in accordance with Capital Account balances and then ownership percentages.

9.03 Dissolution Filings.

Upon completion of winding up, the Company shall file appropriate dissolution documents with the Utah Division of Corporations and Commercial Code to formally terminate the Company's existence.

9.04 Reinstatement After Administrative Dissolution.

If administratively dissolved under § 48-3a-708 for failure to file the Annual Renewal, the Company may apply for reinstatement by filing delinquent Annual Renewal(s) and paying all fees and penalties. Upon reinstatement, the Company's existence is treated as if dissolution never occurred with respect to third parties.

ARTICLE X TAX MATTERS

10.01 Tax Classification.

For federal income tax purposes, the Company shall be treated as:

- Disregarded entity (default for single-member LLC — income reported on owner's individual return; no separate Utah LLC-level return required)
- C Corporation (elected via IRS Form 8832; subject to federal corporate tax and Utah corporate income tax)
- S Corporation (requires IRS Form 8832 and Form 2553; must meet S-corp eligibility requirements)

10.02 Utah State Tax.

Utah does not impose a franchise tax on LLCs taxed as disregarded entities or partnerships. Utah imposes state income tax on pass-through income for residents and on Utah-source income for non-residents. LLCs taxed as corporations are subject to Utah's corporate income tax administered by the Utah State Tax Commission.

10.03 Employer Identification Number.

Company EIN:

10.04 Tax Matters Representative.

The Tax Matters Representative of the Company is:

Name:

10.05 Utah Annual Renewal.

The Company's Annual Renewal is due to the Utah Division of Corporations by the last day of the anniversary month of formation each year (\$18 fee, current schedule). This is a separate compliance obligation from any tax filing. Failure to renew may result in administrative dissolution.

10.06 Tax Elections.

All federal and state tax elections that materially affect the Company's tax treatment shall be made by the sole Member and documented in writing.

**ARTICLE XI
MISCELLANEOUS**

11.01 Amendments.

OVERRIDE OF § 48-3a-407 UNANIMOUS-CONSENT DEFAULT: Under Utah law, OA amendments require unanimous consent of all Members by default. This Agreement overrides that default: amendments require approval by Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests (as the sole Member). All amendments shall be in writing, signed by the requisite Members, and attached to this Agreement.

11.02 Governing Law.

This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Utah, including Utah Code Title 48, Chapter 3a (the Act), without regard to conflict of law principles.

11.03 Consistency with Certificate of Organization.

UTAH § 48-3a-701 (2024 AMENDMENT): Effective July 1, 2024, dissolution events may be set in either the Certificate of Organization or this Operating Agreement. The parties agree to promptly resolve any conflict between this Agreement and the Certificate of Organization. Where § 48-3a-114 provides that the filed Certificate controls as to third parties but this Agreement controls among Members, the Members shall take all steps to align both documents.

11.04 Dispute Resolution.

The parties agree to attempt in good faith to resolve any dispute through negotiation before pursuing formal proceedings. If negotiation fails within thirty (30) days of written notice:

- Mediation before a mutually agreed mediator in the county of the Company's principal office, before proceeding to litigation.
- Binding arbitration in the county of the Company's principal office under the rules of the American Arbitration Association.
- State or federal courts of Utah (no mandatory mediation or arbitration).

11.05 Integration Clause.

UTAH § 48-3a-102(16) **ORAL/IMPLIED OA RISK:** Utah Code Ann. § 48-3a-102(16) recognizes oral, implied, and written operating agreements as equally binding. This creates a significant risk that prior email threads, Slack messages, verbal discussions, or course-of-dealing patterns could be treated as binding OA terms. This Section expressly negates that risk: **THIS WRITTEN OPERATING AGREEMENT**, together with the Certificate of Organization and all exhibits and amendments signed in writing, constitutes the **ENTIRE, COMPLETE, AND EXCLUSIVE** agreement of the Members and supersedes **ALL** prior and contemporaneous oral, implied, written, email, electronic, text-message, or other understandings and arrangements, regardless of form. No prior course of dealing, pattern of conduct, or oral statement shall be treated as part of this Agreement.

11.06 Severability.

If any provision of this Operating Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.07 No Third-Party Beneficiaries.

This Agreement is for the exclusive benefit of the parties hereto and their permitted successors and assigns, except as otherwise required by the Act.

11.08 Waiver.

No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.

11.09 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each constituting an original. Electronic signatures shall be deemed original signatures for all purposes.

11.10 Notices.

All notices shall be in writing and deemed given when: (a) delivered personally; (b) sent by overnight courier with tracking; or (c) sent by email with confirmation of receipt, to the address on file with the Company.

11.11 Authority.

Each person executing this Agreement represents that the person has full power and authority to execute and deliver this Agreement and that execution does not violate any other agreement to which the person is a party.

CERTIFICATION OF SOLE MEMBER

The undersigned, being the sole Member of the Company, hereby certifies that: (1) this Operating Agreement was adopted effective as of the date set forth in Section 1.07; (2) the information in Exhibit 1 accurately reflects the sole Member's Capital Contribution; (3) the Certificate of Organization has been or will be filed with the Utah Division of Corporations and Commercial Code; and (4) the sole Member has full authority to execute this Agreement.

Signature of Sole Member

Printed Name:

Date:

Capacity:

EXHIBIT 1 — INITIAL CAPITAL CONTRIBUTION

The following sets forth the sole Member's initial Capital Contribution to the Company:

Member Name	Address	Contribution Amount	Form of Contribution
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>

(Attach additional sheet if needed)

EXHIBIT 2 — BANK RESOLUTION

RESOLVED, that the Company is authorized to open and maintain bank and financial accounts, and that the following individual(s) are authorized to sign checks, make deposits, and otherwise transact business on behalf of the Company:

Authorized Signatory 1:

Title:

Authorized Signatory 2:

Title:

FURTHER RESOLVED, that the Company's operating account shall be maintained at:

Bank Name:

Branch Address:

Sole Member Signature

Date:

LEGAL DISCLAIMER

This Utah LLC Operating Agreement template is provided by Boost Suite for informational and general reference purposes only. It does not constitute legal advice and does not create an attorney-client relationship. This template is based on the Utah Revised Uniform Limited Liability Company Act, Utah Code Title 48, Chapter 3a, including the 2024 amendment to § 48-3a-701 (dissolution events). Laws may change after publication. Utah's recognition of oral and implied operating agreements under § 48-3a-102(16) makes legal review particularly important for multi-member LLCs. You should consult a licensed Utah attorney before executing this Agreement. The Utah State Bar Lawyer Referral Service (utahbar.org) can connect you with a licensed Utah business attorney. Boost Suite makes no representation that this template is suitable for your specific circumstances. Use is at your own risk.

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