

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

Pursuant to Chapter 183, Wisconsin Statutes  
(Wisconsin Uniform LLC Law — 2021 Act 258, effective January 1, 2023)

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**ARTICLE I  
ORGANIZATION**

**1.01 Formation.**

This Limited Liability Company (the "Company") has been organized as a Wisconsin limited liability company by filing Articles of Organization with the Wisconsin Department of Financial Institutions (DFI), Division of Corporate and Consumer Services, pursuant to the Wisconsin Uniform Limited Liability Company Law, Chapter 183 of the Wisconsin Statutes, as amended by 2021 Wisconsin Act 258 (the "Act"), effective January 1, 2023. This document is the "written operating agreement" of the Company as defined in Wis. Stat. § 183.0102.

**1.02 Company Name.**

The name of the Company as it appears on the Articles of Organization filed with the Wisconsin DFI is:

The Company name must include 'limited liability company,' 'LLC,' 'L.L.C.,' or another permitted abbreviation and must match the Articles of Organization exactly.

**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.**

ACT 258 UPDATE: The Company shall maintain a registered agent with a physical Wisconsin street address AND a valid email address, as required by post-Act 258 DFI filing requirements. Annual report notices are now sent by email. The registered agent information must match the Articles of Organization on file with the DFI:

Registered Agent Name:

Street Address:

City, State, Zip:

Registered Agent Email:

### **1.05 Management Structure.**

The Company is organized as a single-member, member-managed LLC. The sole Member has full and exclusive management authority as described in Article V, pursuant to Wis. Stat. § 183.0407(1). Under Act 258, this Agreement is the 'written operating agreement' establishing all governance terms.

### **1.06 Act 258 Applicability.**

This LLC was formed on or after January 1, 2023 and is governed by Chapter 183 as amended by 2021 Wisconsin Act 258. LLCs formed before January 1, 2023 may have filed a Statement of Nonapplicability with the DFI to remain under the prior statute. If the Company was formed before January 1, 2023 and has NOT filed a Statement of Nonapplicability, Act 258 applies by default.

### **1.07 Purpose.**

The purpose of the Company is to engage in any lawful business or activity permitted under Wisconsin law. The specific business purpose, if any, is:

### **1.08 Effective Date.**

This written operating agreement is effective as of the date the Articles of Organization were accepted by the Wisconsin DFI, or such other date as stated below:

Effective Date:

## **ARTICLE II DEFINITIONS**

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

**"Act"** means Chapter 183 of the Wisconsin Statutes, as amended by 2021 Wisconsin Act 258, effective January 1, 2023.

**"Annual Report"** means the annual report filed with the Wisconsin DFI under Wis. Stat. § 183.0302. Fee: \$25. Due date: by the end of the calendar quarter in which the anniversary of the Articles of Organization's effective date falls (anniversary quarter system). NOTE: Many sources incorrectly state all reports are due March 31 — the official rule is anniversary quarter. Administrative dissolution risk under § 183.0708 for non-filing.

**"Articles of Organization"** means the Articles of Organization filed with the Wisconsin Department of Financial Institutions, Division of Corporate and Consumer Services, to form the Company, as may be amended.

**"Capital Contribution"** means any contribution of money, property, services, or a promissory note made to the Company by a Member, as recorded in the Company's records.

**"DFI"** means the Wisconsin Department of Financial Institutions, Division of Corporate and Consumer Services, the filing authority for Wisconsin limited liability companies.

**"Operating Agreement"** has the meaning in Wis. Stat. § 183.0102: the agreement of ALL the members (including a sole member), 'whether oral, implied, in a record, or in any combination thereof,' governing the LLC's internal affairs, members' rights and duties, managers' rights and duties, company activities, and amendment procedures.

WARNING: Under Act 258, oral agreements, course-of-conduct, emails, and group chats can all be treated as part of the operating agreement. See the integration clause in Section 11.05.

**"Written Operating Agreement"** means those terms of the operating agreement 'set forth in writing' as defined in Wis. Stat. § 183.0102. Under Act 258, CERTAIN modifications (including limiting fiduciary duties, establishing manager-managed structure, and exculpation provisions) are ONLY valid if contained in a WRITTEN operating agreement. This document IS the written operating agreement of the Company.

**"Transferable Interest"** means a Member's right to receive distributions from the Company under Wis. Stat. § 183.0503.

**"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.

## **ARTICLE III CAPITAL CONTRIBUTIONS**

### **3.01 Initial Capital Contributions.**

The sole Member's initial Capital Contribution to the Company 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 and the Company's records.

### **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 provided in a written operating agreement provision.

### **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 WIS. STAT. § 183.0403 CONTRIBUTION-VALUE DEFAULT: Under Wisconsin law, absent a written provision to the contrary, distributions before dissolution are made proportionally among members based on the value of each member's contributions as recorded in the LLC's records. 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.

### **4.02 Distributions.**

Distributions shall be made to the sole Member at such times and 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 under Wis. Stat. § 183.0405 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 plus liquidation preferences. Any Member who approves or receives a distribution in violation of § 183.0405 may be liable under Wis. Stat. § 183.0406 — this liability cannot be eliminated by this Agreement (nonwaivable under § 183.0105).

### **4.04 Withholding.**

The Company may withhold from any distribution any amount required by applicable federal or Wisconsin 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 Wis. Stat. § 183.0407(1). The sole Member has full, exclusive, and complete authority to manage and control all business and affairs of the Company.

### **5.02 Authority to Bind the Company.**

The sole Member is authorized to execute contracts, agreements, deeds, mortgages, leases, and all other instruments on behalf of the Company. In a member-managed Wisconsin LLC under Act 258, the member has authority to carry on the LLC's activities in the ordinary course.

### **5.03 Single-Member Creditor Risk — Act 258 Warning.**

ACT 258 SINGLE-MEMBER CREDITOR RISK: Under the creditor-remedy provisions of Wis. Stat. § 183.0503 as interpreted under Act 258, a creditor of a sole member may in certain circumstances be able to obtain ownership of the LLC itself — not merely a charging order over distributions as in a multi-member LLC. This is a major Wisconsin-specific asset-protection risk specific to single-member LLCs under Act 258. The sole Member should consult a Wisconsin attorney regarding asset-protection strategies and whether to elect a different structure.

### **5.04 Limitation of Liability.**

Pursuant to Wis. Stat. § 183.0304, the sole Member is not personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a member. Maintaining limited liability requires observance of LLC formalities and separation of personal and Company finances.

### **5.05 Compensation.**

The sole Member shall not be entitled to compensation for managing the Company unless provided in a written provision of this Agreement. The sole Member may be reimbursed for reasonable and documented expenses under Wis. Stat. § 183.0408.

### **5.06 Books, Records, and Information Rights.**

The Company shall maintain complete books and records. The sole Member's right to inspect records is non-waivable under Wis. Stat. § 183.0105.

### **5.07 Annual Report Compliance.**

WISCONSIN COMPLIANCE: The Company must file an Annual Report with the Wisconsin DFI by the end of the calendar quarter in which the anniversary of the Articles of Organization's effective date falls (\$25 fee). This is the anniversary quarter system — NOT a flat March 31 deadline. Administrative dissolution risk under Wis. Stat. § 183.0708 for non-filing. The registered agent's email must be kept current as DFI sends filing notices by email post-Act 258.

### **5.08 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.**

ACT 258 WRITTEN OA REQUIREMENT: Modification of the duty of loyalty is only valid in a WRITTEN operating agreement. The sole Member owes a duty of loyalty to the Company under Wis. Stat. § 183.0409, including: (a) accounting for and holding as trustee any property or benefit derived from Company business without consent; (b) refraining from dealing with the Company as an adverse party; and (c) refraining from competing with the Company before dissolution without written consent. This duty may be limited but not eliminated by this written Agreement (Wis. Stat. § 183.0105).

### **6.02 Duty of Care.**

The sole Member shall 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 Wis. Stat. § 183.0409. This duty may not 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 consistent with the contractual obligation of good faith and fair dealing under Wis. Stat. § 183.0409. This obligation is non-waivable under § 183.0105.

### **6.04 Indemnification.**

ACT 258 WRITTEN OA REQUIREMENT: Indemnification standards are governed by Wis. Stat. § 183.0408, and specific modifications must appear in a WRITTEN operating agreement. The Company shall indemnify and hold harmless each Member from claims, liabilities, and expenses (including attorneys' fees) arising from good-faith acts within the scope of authority conferred by this written Agreement, per § 183.0408. No indemnification for willful misconduct, knowing violation of law, or breach of the duty of loyalty.

### **6.05 Non-Waivable Provisions (§ 183.0105(3)-(4)).**

The following cannot be eliminated by this Agreement: (a) governing law = Wisconsin (§ 183.0104); (b) the LLC's capacity to sue and be sued (§ 183.0109); (c) registered agent and DFI filing requirements; (d) the duty of loyalty, duty of care, and good faith obligation (may be defined, not eliminated); (e) the right of members to access records; and (f) rights of third parties under the statute.

## **ARTICLE VII TRANSFER OF MEMBERSHIP INTEREST**

### **7.01 Nature of Transferable Interest.**

A Member's transferable interest is the right to receive distributions from the Company under Wis. Stat. § 183.0503. Transfer of a transferable interest passes only the distributional rights — NOT management rights or voting rights.

### **7.02 Restriction on Transfer.**

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

### **7.03 Charging Order and Creditor Remedies.**

ACT 258 SINGLE-MEMBER CREDITOR RISK: For a single-member LLC, a creditor of the sole member may under Act 258 be able to obtain ownership of the LLC itself — not merely a lien on distributions. This represents a significant departure from multi-member LLC protections and makes careful planning and a signed written operating agreement essential. Consult a Wisconsin attorney regarding additional asset-protection measures.

### **7.04 Death or Incapacity.**

Upon death or legal incapacity of the sole Member, the Membership Interest passes to the estate or named beneficiary. The sole Member is encouraged to designate a successor to avoid dissolution.

## **ARTICLE VIII DISSOCIATION AND BUYOUT**

### **8.01 Events of Dissociation.**

A Member dissociates upon: (a) the Member's express will to withdraw; (b) transfer of all transferable interest; (c) expulsion under Section 8.05; (d) certain bankruptcy filings; (e) death or incapacity; or (f) judicial dissociation, as provided in Chapter 183.

### **8.02 Effect of Dissociation.**

Upon dissociation, the Member loses management rights and voting authority and holds only the Transferable Interest.

### **8.03 Effect — Single Member.**

The sole Member's dissociation may trigger dissolution. The sole Member should designate a successor and take all steps necessary to admit that successor before dissociation.

## **ARTICLE IX DISSOLUTION AND WINDING UP**

### **9.01 Events Causing Dissolution.**

The Company shall be dissolved upon any of the following under Chapter 183:

- (a) An event or circumstance specified in this written operating agreement or the Articles of Organization;
- (b) Consent of the sole Member to dissolve;
- (c) Judicial dissolution by a Wisconsin court;
- (d) Administrative dissolution by the Wisconsin DFI for failure to file the Annual Report or maintain a registered agent under Wis. Stat. § 183.0708.

### **9.02 Winding Up.**

Upon dissolution, the Company shall be wound up by the sole Member, or upon application, by a person appointed by a Wisconsin court under Wis. Stat. § 183.0707. During winding up: (a) collect all amounts owed; (b) pay and discharge all debts; (c) distribute remaining assets per Capital Account balances and then ownership percentages.

### **9.03 Articles of Dissolution / Cancellation.**

Upon completion of winding up, the Company shall file appropriate dissolution documents with the Wisconsin DFI to formally terminate the Company's existence.

**ARTICLE X  
TAX MATTERS**

**10.01 Federal 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 Schedule C; no federal partnership return required)
- C Corporation (elected via IRS Form 8832; subject to federal corporate tax and Wisconsin corporate franchise tax of 7.9%)
- S Corporation (requires IRS Form 8832 and Form 2553)

**10.02 Wisconsin State Tax.**

Wisconsin imposes individual income tax at progressive rates of 3.50% to 7.65% on pass-through LLC income to Wisconsin resident members. Wisconsin also imposes a corporate franchise tax of 7.9% if the LLC elects C-corp status. No separate LLC-level franchise tax applies to member-managed or manager-managed LLCs taxed as disregarded entities or partnerships. See Wisconsin DOR Publication 119 for LLC tax guidance.

**10.03 Employer Identification Number.**

Company EIN:

**10.04 Tax Matters Representative.**

The Tax Matters Representative of the Company is:

Name:

**10.05 Tax Elections.**

All federal and Wisconsin state tax elections materially affecting the Company's tax treatment shall be made by the sole Member and documented in a written instrument.

## **ARTICLE XI MISCELLANEOUS**

### **11.01 Amendments — Written Only.**

ACT 258 CRITICAL CLAUSE: Under Wis. Stat. § 183.0102, an operating agreement includes oral, implied, in-a-record, or any combination of terms. This means that without this clause, members could amend the operating agreement through emails, Slack messages, consistent conduct, or oral agreements — without realizing they've done it. This Agreement expressly prohibits that: ALL AMENDMENTS TO THIS WRITTEN OPERATING AGREEMENT MUST BE IN WRITING, SIGNED BY ALL MEMBERS (or by Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests as the sole Member), AND DATED. No oral amendment, implied amendment, course-of-conduct amendment, or electronic communication shall constitute an amendment to this written operating agreement.

### **11.02 Governing Law.**

This Agreement shall be governed by Wisconsin law, including Chapter 183 of the Wisconsin Statutes as amended by 2021 Act 258. Wisconsin governing law is non-waivable under Wis. Stat. § 183.0104 and § 183.0105.

### **11.03 Act 258 Compliance Review.**

The Members agree to review this written operating agreement periodically and following any material Wisconsin legislative changes to Chapter 183 to ensure ongoing compliance with current law. New Wisconsin LLCs formed on or after January 1, 2023 are automatically governed by Act 258; pre-2023 LLCs must file a Statement of Nonapplicability with the DFI to remain under the prior statute.

### **11.04 Dispute Resolution.**

The parties agree to attempt good-faith negotiation before formal proceedings. If negotiation fails within thirty (30) days of written notice:

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

### **11.05 Integration Clause.**

ACT 258 ORAL/IMPLIED AGREEMENT RISK: Under Wis. Stat. § 183.0102, an operating agreement includes 'oral, implied, in a record, or any combination thereof' — meaning emails, texts, Slack messages, and consistent member conduct can all be treated as part of the operating agreement. This written Agreement expressly supersedes that risk: THIS WRITTEN

OPERATING AGREEMENT, together with the Articles of Organization and all written exhibits and written amendments signed in accordance with Section 11.01, constitute the ENTIRE, COMPLETE, AND EXCLUSIVE written operating agreement of the Company and supersedes ALL prior oral, implied, written, email, electronic, or other understandings and arrangements, regardless of form. No prior course of dealing, oral statement, email, or text message shall be treated as part of this written operating agreement.

#### **11.06 Severability.**

If any provision of this Agreement is held invalid 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 are valid under Wisconsin law and 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 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 written operating agreement was adopted as the complete governance document effective as of the date in Section 1.08; (2) Exhibit 1 accurately reflects the sole Member's Capital Contribution; (3) the Articles of Organization have been filed with the Wisconsin DFI; and (4) the sole Member has full authority to execute this Agreement. This document constitutes the 'written operating agreement' of the Company within the meaning of Wis. Stat. § 183.0102.

\_\_\_\_\_  
Signature of Sole Member

Printed Name:

Date:

Capacity:

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### EXHIBIT 1 — INITIAL CAPITAL CONTRIBUTION

The following sets forth the sole Member's initial Capital Contribution. Under Wis. Stat. § 183.0403, Wisconsin's default distribution rule references the value of contributions on record.

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)

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### 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

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This Wisconsin 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 Chapter 183 of the Wisconsin Statutes as amended by 2021 Wisconsin Act 258, effective January 1, 2023. Wisconsin-specific issues include: oral/implied agreement risk (§ 183.0102); written-OA requirements for key modifications; anniversary quarter annual report deadline; single-member creditor risk under Act 258; and written-only amendments clause. Laws may change. You should consult a licensed Wisconsin attorney. The Wisconsin State Bar ([wisbar.org](http://wisbar.org)) can connect you with a licensed Wisconsin business attorney. Boost Suite makes no representation that this template is suitable for your specific circumstances. Use is at your own risk.

### **Your Wisconsin LLC Resources:**

→ [boostsuite.com/llc-operating-agreement/wisconsin/](https://boostsuite.com/llc-operating-agreement/wisconsin/)

→ [boostsuite.com/how-to-start-an-llc/wisconsin/](https://boostsuite.com/how-to-start-an-llc/wisconsin/)

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