**SINGLE-MEMBER LIMITED LIABILITY COMPANY**

**OPERATING AGREEMENT**

**OF**

**(**Name of Company**)**

**Section 1. Names**. This operating agreement is made by (Name of Company) a Wisconsin limited liability company (the “Company”), and (Name of Person) (the “Member”).

**Section 2. Formation; Purpose.** The Company was formed as a limited liability company pursuant to Wisconsin Limited Liability Company law, Chapter 183 of the Wisconsin Statutes, effective on the date the Articles of Organizations were filed. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act. The Company has the power to do all things necessary, incidental, or in furtherance of that purpose.

**Section 3. Offices; Registered Agent.** The Company may have one or more offices at places the Member designates. The initial registered office of the Company is (Address.) The Company’s registered agent is (Name) at the same address.

**Section 4. Management of the Company.[[1]](#footnote-1)** The Company shall be managed by the Manager of the Company (the “Manager”). The Member shall designate the Manager. The Manager shall have the authority to supervise, manage and control the business affairs and property of the Company, to make day-to-day operating decisions regarding Company business, and to perform any and all other acts or activities reasonably customary or incidental to the management of the Company’s business. The Manager’s term shall cease upon (a) the Manager’s voluntary resignation, death or incapacity or (b) the Manager’s removal as such by the Member. The Manager may, but need not be, the Member.

**OR**

**Section 4. Management of the Company.** The Member has the right to manage the Company’s business. The Member may delegate to another person the authority to perform specified acts on behalf of the Company.

**Section 5. Death or Incapacity.[[2]](#footnote-2)** If the Member becomes incapacitated or dies while acting as the sole Manager of the Company, the Company shall be managed by (Name), who resides at (Address) or by the person that the Member last designates in writing to manage the company. That person shall have full authority to manage the Company until the Member can do so.

**Section 6. Liability of Member.** Except as specifically required by the Act, the Member of the Company shall not be liable for any debts, obligations or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being the Member of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act is not grounds for imposing personal liability on the Member for liabilities of the Company.

**Section 7. Capital Contributions.** The Member has made the following initial capital contributions: (Dollars or description of the assets.)

**Section 8. Taxes.** For federal tax purposes, the Company shall be taxed as a sole proprietorship, with profits and losses passing through to the Member. The Company shall not be treated as a separate entity for federal income tax purposes and, to the extent permitted by law, for the state and local tax purposes. The Company shall prepare and file all tax returns and other tax statements in a manner consistent with the applicable law.

**Section 9. Funds.** The Member [Manager] shall determine the financial institution that will hold the Company funds and will determine the authorized signatures on Company Accounts.

**Section 10. Distributions**. The Member [Manager] shall determine when and how cash and other assets of the Company will be distributed.

**Section 11. Additional Members.** The Company may admit one or more additional members upon such terms as are determined by the Company and the Member. The Company would, upon the admittance of a new member, convert automatically to a partnership for federal and Wisconsin state income tax purposes. If new members are admitted, this Operating Agreement shall be appropriately amended and executed by each Member.

**Section 12. Dissolution/Liquidation.** The term of the Company is perpetual until dissolved and it is wound in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Sole Member), as

Sole Member, and on behalf of

(Name of Company)

1. Use this section if Manager-managed. If member-managed, delete and use alternate Section 4 below. [↑](#footnote-ref-1)
2. Remove section if LLC is member-managed. [↑](#footnote-ref-2)