

Florida LLC Operating Agreement

This **Operating Agreement** ("**Agreement**") is made and entered into as of _____ ("**Effective Date**"), by and among the Members identified in this Agreement for the purpose of establishing the rules governing the ownership and operation of _____, LLC, a limited liability company formed under the laws of the State of Florida (the "**Company**").

This Agreement sets forth the rights, responsibilities, and obligations of the Members and governs the management and financial affairs of the Company.

Recitals

WHEREAS, the Members have formed the Company as a limited liability company pursuant to the Florida Revised Limited Liability Company Act;

WHEREAS, the Members desire to define their respective rights, duties, and obligations with respect to the Company and its operations;

WHEREAS, the Members intend that this Agreement shall govern the internal affairs of the Company and the conduct of its business;

NOW, THEREFORE, in consideration of the mutual promises and contributions described in this Agreement, the Members agree as follows.

1. Formation

The Company was formed as a limited liability company by filing Articles of Organization with the Florida Department of State.

The Members confirm and ratify the formation of the Company and agree that the Company shall operate in accordance with this Agreement and applicable Florida law.

The principal office of the Company shall be located at:

The Company may establish additional offices or places of business as determined by the Members.

2. Business Purpose

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be organized under Florida law.

The Company may conduct any business activities that the Members determine to be appropriate and beneficial to the Company.

3. Term

The Company shall continue in existence until it is dissolved in accordance with this Agreement or as otherwise required by law.

4. Members

The Members of the Company and their ownership interests are as follows:

Member Name	Address	Ownership Percentage	Initial Capital Contribution

Ownership percentages represent each Member's share of the Company and determine the Member's proportion of profits, losses, and voting rights unless otherwise stated in this Agreement.

5. Capital Contributions

Each Member has contributed the capital described in the Members table above.

No Member is required to make additional contributions unless agreed to in writing by all Members.

If the Members unanimously determine that additional capital is necessary, they may approve additional contributions in proportion to ownership interests or in another arrangement agreed upon in writing.

6. Allocation of Profits and Losses

The profits and losses of the Company shall be allocated among the Members in proportion to their ownership percentages unless the Members agree otherwise in writing.

Distributions of available cash or property shall be made at times determined by the Members and shall be distributed in proportion to ownership interests unless otherwise agreed.

The Company shall not make any distribution that would cause the Company to be unable to meet its financial obligations as they become due.

7. Management of the Company

The Company shall be Member-Managed. All Members shall participate in the management and decision-making of the Company.

The authority of the managing Members includes the power to:

- Conduct and supervise the Company's business operations
- Enter into contracts on behalf of the Company
- Manage the Company's finances and assets
- Hire employees or independent contractors
- Take any lawful action necessary to operate the Company

Managing Members must act in good faith and in the best interests of the Company.

8. Voting Rights

Each Member shall have voting rights in proportion to their ownership percentage unless otherwise agreed. Decisions regarding the ordinary course of business shall be determined by a majority vote of the Members.

The following actions require the approval of all Members:

- Admission of a new Member
- Amendment of this Agreement
- Sale of substantially all Company assets
- Merger or conversion of the Company
- Voluntary dissolution of the Company

9. Books, Records, and Accounting

The Company shall maintain complete and accurate books and records of its business and financial affairs.

The Company's records shall include:

- A list of Members and ownership interests
- Financial statements and accounting records
- Tax filings and supporting documents
- This Operating Agreement and any amendments

Each Member has the right to inspect and review the Company's records upon reasonable request.

The Company's fiscal year shall be _____ unless otherwise determined by the Members.

10. Tax Treatment

The Members intend that the Company be treated for federal and state tax purposes as _____, unless the Members elect a different classification as permitted by law.

The Members shall cooperate in providing information necessary for the preparation of tax returns and financial reporting.

11. Transfer of Membership Interests

A Member may not sell, transfer, assign, or otherwise dispose of any membership interest in the Company without the prior written consent of the other Members.

If a Member wishes to transfer their interest, the remaining Members shall have the first opportunity to purchase that interest on terms agreed between the parties.

Any approved transferee shall become a Member only upon acceptance of this Agreement and approval of the Members.

12. Withdrawal, Death, or Incapacity of a Member

If a Member withdraws, dies, or becomes legally incapable of participating in the Company, the remaining Members may elect to:

- Continue the Company with the remaining Members; or
- Purchase the departing Member's ownership interest under terms agreed in writing.

Until the interest is transferred or redeemed, the Member or the Member's legal representative shall retain the economic rights associated with the ownership interest but shall not participate in management decisions unless otherwise agreed.

13. Liability of Members

No Member shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member.

Members shall remain responsible for their own wrongful acts, misconduct, or violations of law.

14. Indemnification

To the extent permitted by Florida law, the Company may indemnify any Member or Manager against expenses or liabilities incurred in connection with the Company's business, provided the individual acted in good faith and in a manner reasonably believed to be in the best interests of the Company.

15. Dissolution

The Company may be dissolved upon the occurrence of any of the following events:

- The written agreement of the Members to dissolve the Company
- The sale or disposition of substantially all Company assets
- An event requiring dissolution under applicable law

Upon dissolution, the Company's assets shall be distributed in the following order:

1. Payment of Company debts and liabilities
2. Return of any outstanding obligations to Members
3. Distribution of remaining assets to Members in proportion to their ownership interests

16. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict-of-law principles.

17. Amendments

This Agreement may be amended only by a written document approved and signed by all Members.

18. Entire Agreement

This Agreement constitutes the entire understanding among the Members regarding the operation and governance of the Company and supersedes any prior oral or written agreements concerning the same subject matter.

By signing below, the undersigned Members acknowledge that they have read, understood, and agree to be bound by the terms of this Operating Agreement.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

Member 3

Name

Date

Signature



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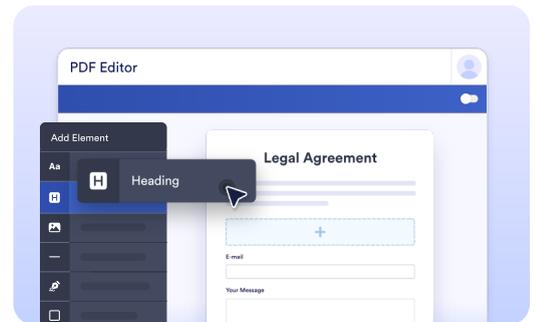
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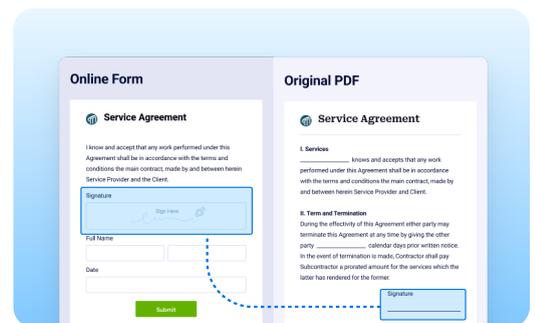
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