
Single-Member Nevada LLC Operating Agreement

OPERATING AGREEMENT OF [LLC NAME], LLC

A Nevada Limited Liability Company

This Operating Agreement ("Agreement") is entered into and effective as of [DATE], by and between [LLC NAME], LLC, a Nevada Limited Liability Company (the "Company"), and [MEMBER FULL LEGAL NAME] (the "Member").

Article I: Organization

1.1 Formation. The Company was organized as a Nevada Limited Liability Company pursuant to the Nevada Revised Statutes Chapter 86 (the "Nevada LLC Act") by the filing of Articles of Organization with the Nevada Secretary of State on [FORMATION DATE], File Number [SECRETARY OF STATE FILE NUMBER].

1.2 Name. The name of the Company is [LLC NAME], LLC. The Company may conduct business under any assumed name or DBA it registers in accordance with applicable law.

1.3 Principal Office. The principal office and place of business of the Company shall be located at [PRINCIPAL ADDRESS], or such other location as the Member may determine.

1.4 Registered Agent. The Company's registered agent in Nevada is [REGISTERED AGENT NAME], located at [REGISTERED AGENT ADDRESS], Nevada. The Member may change the registered agent from time to time by filing the appropriate form with the Nevada Secretary of State.

1.5 Term. The Company shall continue in existence until dissolved in accordance with the provisions of this Agreement or the Nevada LLC Act.

1.6 Purpose. The Company is organized for any lawful purpose or purposes permitted under the Nevada LLC Act, including but not limited to: [BUSINESS DESCRIPTION — e.g., "providing software development services and related consulting"].

Article II: Membership

2.1 Sole Member. The Company has one member:

Member Name	Address	Ownership Interest
[MEMBER FULL LEGAL NAME]	[MEMBER ADDRESS]	100%

2.2 Nature of Membership Interest. The Member's interest in the Company constitutes personal property. The Member's interest is not subject to partition.

2.3 Additional Members. The Member may admit additional members to the Company upon such terms and conditions as the Member determines, provided that any such admission results in an amendment to this Agreement signed by all members.

Article III: Capital Contributions

3.1 Initial Contribution. The Member has contributed (or agreed to contribute) the following to the Company as an initial capital contribution:

Member	Cash Contribution	Non-Cash Contribution	Total
[MEMBER NAME]	[\$[AMOUNT]]	[DESCRIPTION OR "None"]	[\$[AMOUNT]]

3.2 Additional Contributions. The Member may, but is not required to, make additional capital contributions to the Company at any time. No contribution is required without the Member's written consent.

3.3 Capital Account. The Company shall maintain a capital account for the Member. The Member's capital account shall be:

- (a) Credited with the Member's capital contributions and share of Company profits; and
- (b) Debited with distributions to the Member and the Member's share of Company losses.

3.4 No Interest on Capital. No interest shall accrue on the Member's capital contributions unless otherwise expressly agreed in writing.

Article IV: Management

4.1 Member-Managed. The Company shall be member-managed. The Member shall have full authority to manage, control, and conduct the business and affairs of the Company.

4.2 Authority. The Member has the authority to:

- (a) Execute contracts and agreements on behalf of the Company;
- (b) Open and manage bank accounts and financial accounts;

- (c) Hire and discharge employees, agents, and independent contractors;
- (d) Acquire, hold, sell, lease, or otherwise dispose of Company property;
- (e) Borrow money and grant security interests in Company assets;
- (f) Bring or defend legal proceedings on behalf of the Company;
- (g) Make, execute, and deliver any instruments necessary or appropriate to carry out the business of the Company.

4.3 Officers. The Member may appoint officers to carry out the day-to-day management of the Company, including a President, Secretary, Treasurer, or such other officers as the Member determines. Officers serve at the pleasure of the Member and may be removed with or without cause.

4.4 Compensation. The Member may receive reasonable compensation for services rendered to the Company, as determined by the Member.

Article V: Profits, Losses, and Distributions

5.1 Allocation. All profits and losses of the Company shall be allocated 100% to the Member.

5.2 Distributions. The Member shall determine the timing and amount of distributions from the Company. The Company may make distributions of cash or other Company property to the Member at any time, provided that:

- (a) The distribution does not render the Company unable to pay its debts as they become due in the ordinary course of business; and
- (b) The distribution does not violate any applicable law.

5.3 Tax Treatment. For federal income tax purposes, the Company shall be treated as a disregarded entity (sole proprietorship) unless the Member elects otherwise. The Member is responsible for reporting Company income and expenses on the Member's individual tax return (or the appropriate equivalent if the Member is not a US person).

Article VI: Transfer of Membership Interest

6.1 Restrictions on Transfer. The Member may not sell, assign, pledge, or otherwise transfer all or any portion of the Member's interest in the Company without the Company's prior written consent (which, in a single-member LLC, is given by the Member themselves).

6.2 Transfer to Trust or Estate Planning Entity. The Member may transfer the Member's interest to a revocable living trust, family limited partnership, or similar estate planning entity controlled by the Member without restriction.

6.3 Involuntary Transfer. In the event of an involuntary transfer of the Member's interest (including by operation of law, bankruptcy, or judicial order), the transferee shall have the rights of an economic interest holder only and shall not become a member without the Company's consent.

Article VII: Charging Order Protection

7.1 Nevada Charging Order. The sole remedy of a judgment creditor with respect to the Member's interest in the Company is a charging order pursuant to NRS 86.401. A creditor holding a charging order shall have only the right to receive distributions that the Member is entitled to receive and shall not have the right to:

- (a) Interfere in the management or affairs of the Company;
- (b) Exercise the voting or other membership rights of the Member;
- (c) Dissolve or liquidate the Company.

7.2 No Right to Foreclosure. No judgment creditor shall have the right to foreclose on the Member's interest or to compel the Company to dissolve.

Article VIII: Dissolution and Winding Up

8.1 Events of Dissolution. The Company shall dissolve upon:

- (a) The written decision of the Member to dissolve;
- (b) The entry of a decree of judicial dissolution under the Nevada LLC Act; or
- (c) Any other event causing dissolution under the Nevada LLC Act.

8.2 Winding Up. Upon dissolution, the Member (or a liquidating trustee appointed by the Member) shall wind up the Company's affairs by:

- (a) Collecting or liquidating all Company assets;
- (b) Paying all Company debts and obligations;
- (c) Distributing remaining assets to the Member.

8.3 Certificate of Dissolution. Following the completion of winding up, the Company shall file a Certificate of Dissolution with the Nevada Secretary of State.

Article IX: Indemnification and Liability

9.1 Indemnification. The Company shall indemnify and hold harmless the Member from and against any claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from the Member's acts or omissions in the management of the Company, to the maximum extent permitted by the Nevada LLC Act, provided that:

- (a) The Member acted in good faith; and
 - (b) The Member's conduct did not constitute willful misconduct, gross negligence, or fraud.
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9.2 Limitation of Liability. The Member shall not be personally liable for any debts, obligations, or liabilities of the Company solely by reason of being a member, except as otherwise required by the Nevada LLC Act or as expressly provided herein.

Article X: Miscellaneous

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles.

10.2 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral.

10.3 Amendments. This Agreement may be amended only by a written instrument signed by the Member.

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

10.5 Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

10.6 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

Signatures

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of the date first written above.

MEMBER:

Signature: _____

Printed Name: [MEMBER FULL LEGAL NAME]

Date: _____

Title: Sole Member

Address: [MEMBER ADDRESS]

This template is provided for informational purposes only and does not constitute legal advice. eCorp recommends consulting a licensed Nevada attorney before executing this agreement, particularly if your LLC will hold significant assets or bring in additional members. This template is designed for single-member Nevada LLCs and may not be appropriate for multi-member structures, manager-managed LLCs, or LLCs with complex governance requirements.