

# Checklist for Business Deposit Accounts



Prohibited businesses include those directly or indirectly affiliated with the marijuana industry including selling, serving or providing a product related to marijuana, money service businesses and internet gambling businesses.

Documents needed by business type:

|                          | SOLE PROPRIETORSHIP                                      | LIMITED LIABILITY COMPANY   | NON-PROFITS   | CORPORATIONS  | PARTNERSHIPS  | UNINCORPORATED ORGANIZATIONS, ASSOCIATIONS AND CLUBS                                  | CAMPAIGNS   |
|--------------------------|--|---|---|---|---|---|---|
| ACRONYMS                 |  | LLC, LTD, LIMITED   |   | CORP, INC   | GP, LP, LLP, LLLP   |   |   |
| DESCRIPTION              | No legal distinction between the business and owner.     | Owners have limited personal liability for business debts and lawsuits.         | A legal entity operated for a collective, public or social benefit, rather than profit for owners.  | Business entity that acts as a separate person, separate from owners.           | Business structure with two or more people that share profits and losses of a business. | A group of people working for a common purpose without forming a formal legal entity. | Political campaigns or education-related positions.   |
| SUMMARY OF GOOD STANDING | <a href="#">Effective</a>                                | <a href="#">In Good Standing</a>  | <a href="#">In Good Standing</a>  | <a href="#">In Good Standing</a>  | <a href="#">In Good Standing</a>  | <a href="#">In Good Standing</a>  | <a href="#">In Good Standing</a>  |
| STATE REGISTRATION       | <a href="#">Statement of Tradename for an Individual</a> | <a href="#">Articles of Organization</a>  | <a href="#">Articles of Incorporation for a Nonprofit Corporation</a>                               | <a href="#">Articles of Incorporation for a Profit Corporation</a>              | <a href="#">Partnership document appropriate to partnership type (varies)</a>           | <a href="#">Registration Statement</a>  | <a href="#">- Candidate Affidavit</a><br><a href="#">- Personal Financial Disclosure Statement</a><br><a href="#">- Statement of Political Committee Organization</a><br><a href="#">- Committee Registration</a> |
| TAX ID                   | EIN or SSN   | EIN or SSN*   | <a href="#">EIN</a>   | EIN   | EIN   | EIN   | EIN   |
| OWNERSHIP DOCUMENTS      |  | <a href="#">Operating Agreement</a> or <a href="#">Member Control Agreement</a> | <a href="#">Documented approval of creation of an account with all authorized signers listed.**</a> | <a href="#">Operating Agreement</a> or <a href="#">Member Control Agreement</a> | <a href="#">Partnership Agreement</a> or <a href="#">Limited Partnership Agreement</a>  |   |   |

\*EIN for all LLCs only or SSN for Sole Member LLCs

# Checklist for Business Deposit Accounts

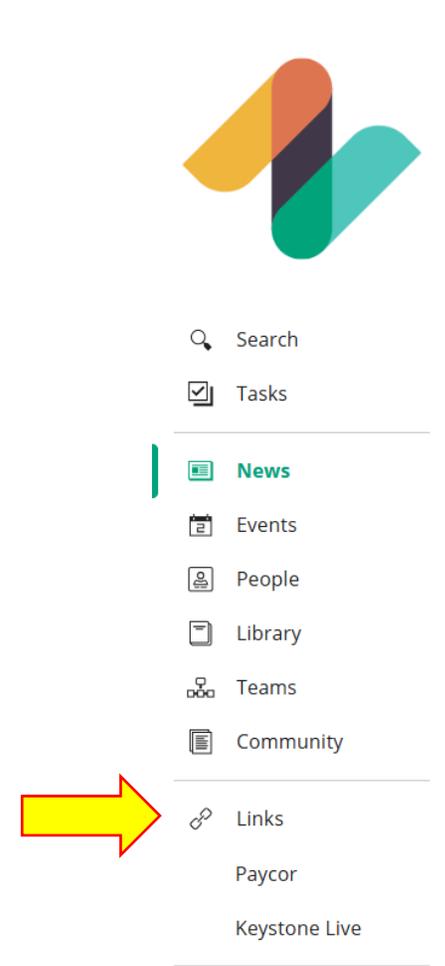
\*\* Board meeting minutes, bylaws, resolutions or organization letter head.



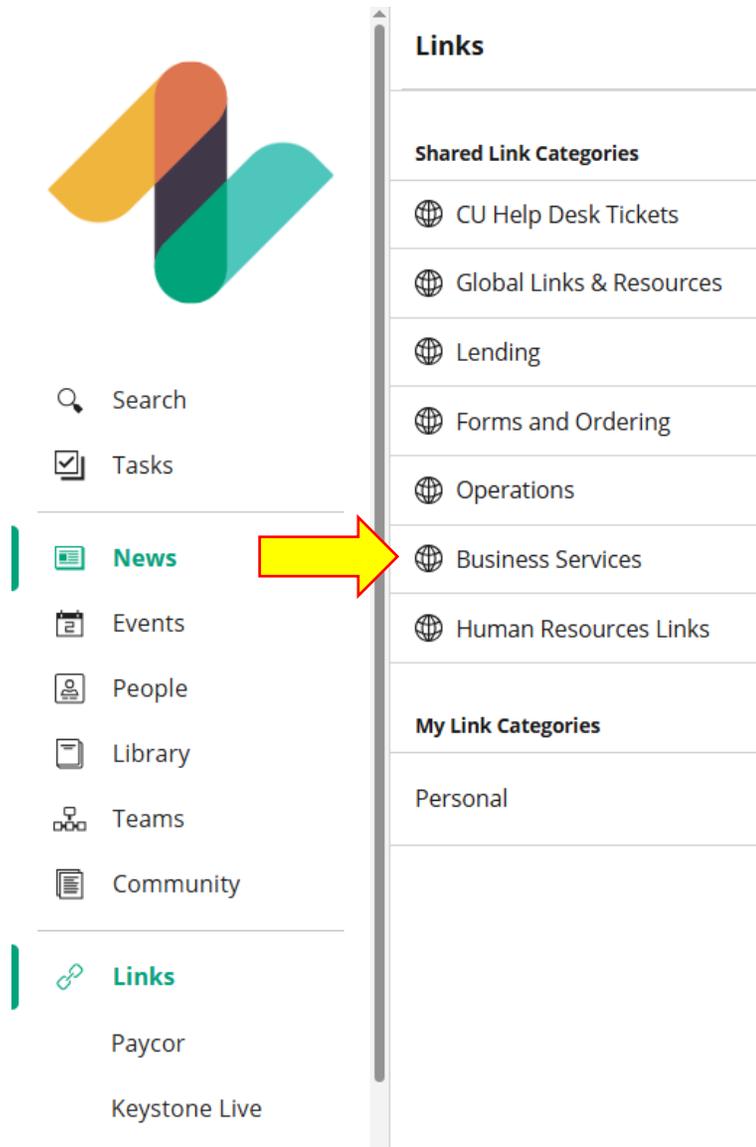
### How to find the Summary of Good Standing for a business

- The Summary of Good Standing is a document found on the Colorado Secretary of State’s website that discloses whether a business is in good standing with the state.
- We must find this document for the member and the status must be listed as...
  - “Effective” if the business is a **Sole Proprietorship**.
  - “In Good Standing” for **any other type of business**.
- Once you find this document on the Secretary of State’s website, print a copy and include it in the paperwork that you give to the MSR who opens the account.

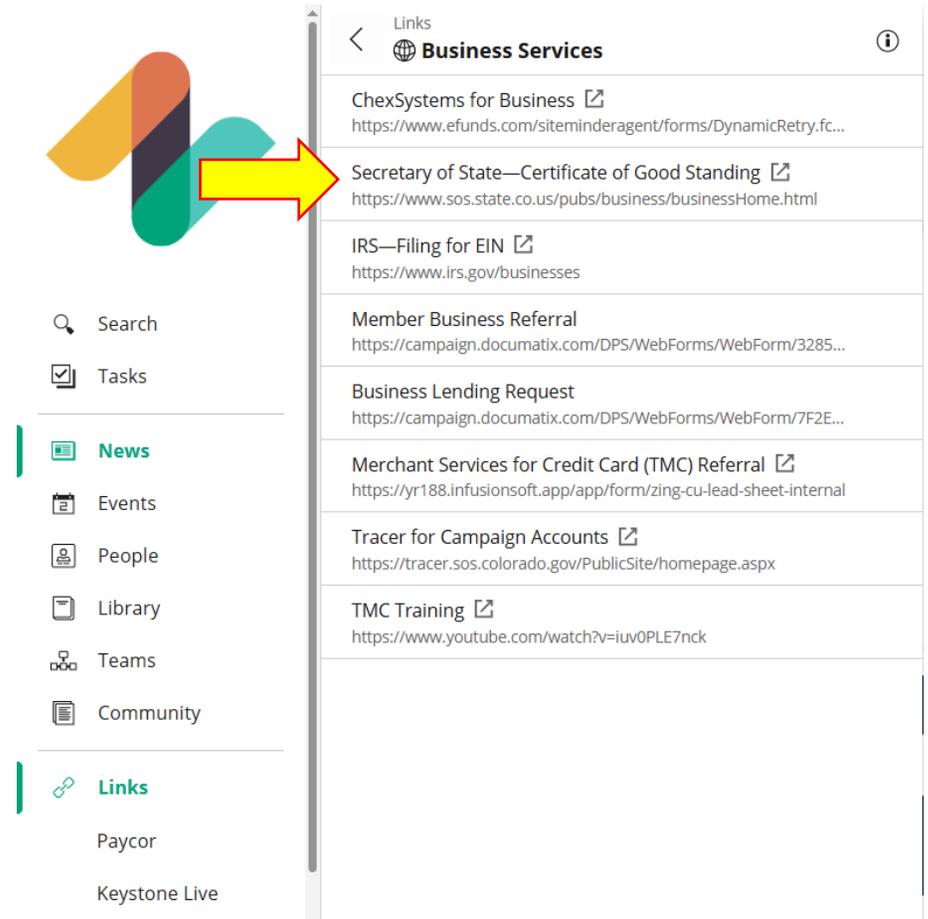
**Step 1 (of 7):** Go to Jostle and select the “Links” tab.



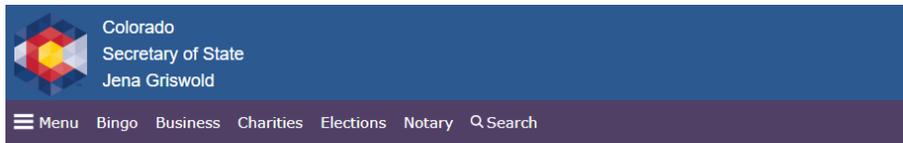
**Step 2 (of 7):** Select the “Business Services” tab.



**Step 3 (of 7):** Select the “Secretary of State – Certificate of Good Standing” tab.



**Step 4 (of 7):** Select the “Certificate of good standing” link.



## Business Organizations

Starting July 1, 2024, [the periodic report filing fee has increased to \\$25.](#)

### Search & file

[Search business database](#)

[Name availability search](#)

[File a business document](#)

[Periodic report filing](#)

[Trade name renewal](#)

[Forms list](#)

[Oaths of office \(PDF\)](#)

[Facsimile signatures \(PDF\)](#)

[Personal identifying information removal \(PDF\)](#)

### Services

[Certificate of good standing](#)

[Email notifications](#)

[Certificates, copies and apostilles](#)



### Apostilles & Certificates

[Everything](#)

[Business a](#)

[Apostilles:](#)

### Help & resources

[Federal re](#)

[Alerts and](#)

[Protect yo](#)

[Fraudulent](#)

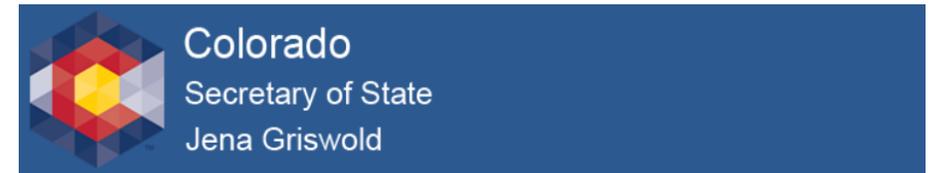
[FAQs](#)

[Online pay](#)

[Access yo](#)

[Prepaid ac](#)

**Step 5 (of 7):** Type the name of the business in the field that says “Search by business name, trademark, trade name, ID or document number” and then select the “Search” button.



## Business

### Business Home

### Business Information

### Business Search



Business paper documents processed through:

Search by business name, trademark, trade name, ID or document number

### Help on this Page

### FAQs, Glossary and Information

### Disclaimer:

The Secretary of State's Office acts as a filing registry for businesses. This office lacks the au

### Related FAQs:

[What does a business in "Good Standing" mean?](#)

[Do your records tell me if a business is reputable?](#)

Do you have federal [Beneficial Ownership Information](#) reporting obligations with the Financia

Search



**Step 6 (of 7):** In the search results, find the business you looked up and look under “Status.”

Sole Proprietorship Example – Says “**Effective**”

- It must say “**Effective**” if the business is a **Sole Proprietorship**. If it does, select the hyperlinked ID Number.



### Business Search Results

Business Home  
Business Information  
Business Search

Click on the ID Number to select your record.

**Found 1 matching record(s). Viewing page 1 of 1.**

| # | ID Number                   | Document Number | Name               | Event      | Status    | Form       | Formation Date |
|---|-----------------------------|-----------------|--------------------|------------|-----------|------------|----------------|
| 1 | <a href="#">20248111183</a> | 20248111183     | High Point Jewelry | Trade Name | Effective | Individual | 11/01/2024     |

FAQs, Glossary and Information




Other Type of Business Example – Says “**Good Standing**”

- It must say “**Good Standing**” if it is any other type of business. If it does, select the hyperlinked ID Number.



### Business Search Results

Business Home  
Business Information  
Business Search

Click on the ID Number to select your record.

**Found 2 matching record(s). Viewing page 1 of 1.**

| # | ID Number                   | Document Number | Name                    | Event                    | Status        | Form | Formation Date |
|---|-----------------------------|-----------------|-------------------------|--------------------------|---------------|------|----------------|
| 1 | <a href="#">20241957966</a> | 20241957966     | Collins Web Design LLC  | Articles of Organization | Good Standing | DLLC | 09/11/2024     |
| 2 | <a href="#">2018182274</a>  | 2018182274      | Fort Collins Web Design | Trade Name               | Expired       | GP   | 08/06/2018     |

FAQs, Glossary and Information




**Step 7 (of 7):** Print this page by selecting CTRL+P and include it with the paperwork for the MSR who is setting up the account.

### Sole Proprietorship Example



#### Summary

##### For this Record...

- Filing history and documents
- File a form
- Subscribe to email notification
- Unsubscribe from email notification
- Subscribe to text notification
- Unsubscribe from text notification

- Business Home
- Business Information
- Business Search

FAQs, Glossary and Information

| Details   |  |                        |            |
|---|--|------------------------|------------|
| <b>Trade name</b>   | High Point Jewelry   |                        |            |
| <b>Registrant name</b>  | Genifer Anne Murray  |                        |            |
| <b>Status</b>   | Effective  | <b>Formation Date</b>  | 11/01/2024 |
| <b>ID number</b>  | 20248111183  | <b>Form</b>            | Individual |
| <b>Renewal month</b>  | September  | <b>Expiration Date</b> | 12/01/2025 |
| <b>Primary residence or usual place of business street address</b>  | 1050 Cherokee St., #306, Denver, CO 80204, CO, United States |                        |            |
| <b>Primary residence or usual place of business mailing address</b> | 1050 Cherokee St., #306, Denver, CO 80204, CO, United States |                        |            |

- [Filing history and documents](#)
- [Get a certificate of fact of trade name \(PDF\)](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)

### Other Type of Business Example



#### Summary

##### For this Record...

- Filing history and documents
- Get a certificate of good standing
- File a form

- Subscribe to email notification
- Unsubscribe from email notification
- Subscribe to text notification
- Unsubscribe from text notification

- Business Home
- Business Information
- Business Search

FAQs, Glossary and Information

| Details                                 |   |                       |                           |
|---|---|-----------------------|---------------------------|
| <b>Name</b>                             | Collins Web Design LLC                    |                       |                           |
| <b>Status</b>                           | Good Standing                             | <b>Formation date</b> | 09/11/2024                |
| <b>ID number</b>                        | 20241957966                               | <b>Form</b>           | Limited Liability Company |
| <b>Periodic report month</b>            | September                                 | <b>Jurisdiction</b>   | Colorado                  |
| <b>Principal office street address</b>  | 3001 Fox St Apt 302, Denver, CO 80202, US |                       |                           |
| <b>Principal office mailing address</b> | 3001 Fox St Apt 302, Denver, CO 80202, US |                       |                           |

| Registered Agent       |   |
|------------------------|---|
| <b>Name</b>            | Tristan P Collins                         |
| <b>Street address</b>  | 3001 Fox St Apt 302, Denver, CO 80202, US |
| <b>Mailing address</b> | 3001 Fox St Apt 302, Denver, CO 80202, US |

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)

[HOME](#)

## Statement of Tradename for an Individual

Form must be filed electronically.  
Paper forms are not accepted.  
This copy is a sample and cannot be submitted for filing.

For a sole proprietorship, make sure that the Statement of Tradename is "...of an Individual" rather than any other kind of statement of tradename.

### Statement of Trade Name of an Individual filed pursuant to §7-71-103 of the Colorado Revised Statutes (C.R.S)

1. The true name of the individual delivering this statement is

Doe John  
(Last) (First) (Middle)

This must be the person standing in front of you wanting to open a business account.

2. The principal address of such individual is

Street address

1075 Acoma Street  
(Street number and name)  
Denver CO 80204  
(City) (State) (Postal/Zip Code)  
(Province - if applicable) (Country - if not US)

These are required fields that must be filled.

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)  
(City) (State) (Postal/Zip Code)  
(Province - if applicable) (Country - if not US)

3. The trade name under which such individual transacts business or contemplates transacting business in this state is

Doe Consulting

4. A brief description of the kind of business transacted or contemplated to be transacted in this state under such trade name is

Small business consultation

5. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

6. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

#### Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute acknowledgment of each individual causing such delivery, under penalties of perjury, that such individual's act and deed, or that such individual in good faith believes such

Make sure IF there is a date here that it is in the past. We can not open the account if this date is in the future.

of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

7. The true name and mailing address of the individual causing this document to be delivered for filing are

|  |                                      |                                  |                         |
|--|--------------------------------------|----------------------------------|-------------------------|
| Doe  | John                                 |                                  |                         |
| <small>(Last)</small>  | <small>(First)</small>               | <small>(Middle)</small>          | <small>(Suffix)</small> |
| 1075 Acoma Street  |                                      |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                                      |                                  |                         |
| Denver   | CO                                   | 80204                            |                         |
| <small>(City)</small>  | <small>(State)</small>               | <small>(Postal/Zip Code)</small> |                         |
| <small>(Province – if applicable)</small>                              | <small>(Country – if not US)</small> |                                  |                         |

(If the following statement applies, adopt the statement by marking the box and include an attachment.)  
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

This has to be the person standing in front of you wanting to open a business account. If it is not the person standing in front of you, ask for the reason why, and take it to your manager for review.

## Examples of Articles of Organization

Multiple examples of Articles of Organization are included because they tend to have a lot of variance. The key questions to consider when looking at any Articles of Organization are:

- 1) Who is standing in front of you applying for a business account?
- 2) Who actually owns the business and what percentage of the business do they own?
- 3) Who registered the business?
- 4) Who formed the business?

The answers to the above questions determine the level of complexity of the articles of organization. They are classified below:

**Simple:** When the answers to all of these questions above are the same person, the owner.

**Medium:** When another person registered the business, however, the answer to all of the other questions is the owner.

**Complex:** When the answers to multiple questions are seemingly contradictory or unclear.

# Checklist for Business Deposit Accounts

## Simple Articles of Organization

Form must be filed electronically.  
Paper forms are not accepted.  
This copy is a sample and cannot be submitted for filing

**Articles of Organization**  
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is:

Sour Doe Bakery LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd." See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is:

Street address:

1075 Acoma St

(Street number and name)

Denver

(City)

CO

(State)

80204

(ZIP/Postal Code)

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are:

Name:

(if an individual)

Doe

(Last)

John

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address:

1075 Acoma St

(Street number and name)

Denver

(City)

CO

(State)

80204

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP Code)

ARTORG\_LLC

Page 1 of 3

Rev. 12/01/2012

This is the physical address of the business

A registered agent is someone who is a known contact for the business. In this case, because the registered agent is also the business owner, no further documentation is needed.

# Checklist for Business Deposit Accounts

*(The following statement is adopted by marking the box.)*

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Doe John  
(Last) (First) (Middle) (Suffix)

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Mailing address

1075 Acoma St  
(Street number and name or Post Office Box information)

Denver CO 80204  
(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

*(Mark the applicable box.)*

one or more managers

or

the members

6. *(The following statement is adopted by marking the box.)*

There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document is/are  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

ARTORG LLC

Page 2 of 3

Rev. 12/01/2012

In this simple scenario, the person listed here who is "forming" the LLC should be the same as the owner and the person standing in front of you. If they are not, see the medium or complex examples or the "Forming Person Flow Chart"

This box must be checked according to state regulations.

This date must be in the past to accept this document.

# Checklist for Business Deposit Accounts

9. The true name and mailing address of the individual causing the document to be delivered for filing are :

|  |                          |                                  |                         |
|--|--------------------------|----------------------------------|-------------------------|
| Doe  | John                     |                                  |                         |
| <small>(Last)</small>  | <small>(First)</small>   | <small>(Middle)</small>          | <small>(Suffix)</small> |
| 1075 Acoma St  |                          |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                          |                                  |                         |
| Denver   | CO                       | 80204                            |                         |
| <small>(City)</small>  | <small>(State)</small>   | <small>(ZIP/Postal Code)</small> |                         |
| <small>(Province - if applicable)</small>                              | <small>(Country)</small> |                                  |                         |

In this simple scenario, the person listed here who is “causing the document to be delivered” for the LLC should be the same as the owner and the person standing in front of you. If they are not, see the medium or complex examples.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)  
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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SAMPLE - DO NOT

## EXAMPLES OF ARTICLES OF ORGANIZATION

# Checklist for Business Deposit Accounts

## Medium Articles of Organization

Form must be filed electronically.  
Paper forms are not accepted.  
This copy is a sample and cannot be submitted for filing.

### Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Doe Jo's Martial Arts Studio LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "L.L.C.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address 1075 Acoma Street  
(Street number and name)  
\_\_\_\_\_  
(City) (State) (ZIP/Postal Code)  
\_\_\_\_\_  
(Province - if applicable) (Country)

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)  
\_\_\_\_\_  
(City) (State) (ZIP/Postal Code)  
\_\_\_\_\_  
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name  
(if an individual) \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

or

(if an entity) Registration Agents Inc.

(Caution: Do not provide both an individual and an entity name.)

Street address 123 Main Street  
(Street number and name)

Denver CO 80204  
(City) (State) (ZIP Code)

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)

\_\_\_\_\_  
(City) (State) (ZIP Code)

The registered agent is the known contact for a business. However, the registered agent does not have to be employed by the business. There are companies that will act as a contact intermediary for a business. In this case, Registration Agents Inc. is an intermediary company for Doe Jo's Martial Arts LLC. If the registered agent is not who is standing in front of you, you should verify with the potential member what the relationship is with the company or person listed.





## Complex Articles of Organization Example

**Form must be filed electronically.**  
 Paper forms are not accepted.  
 This copy is a sample and cannot be submitted for filing.

### Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Tuxedoes Rental Company LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "llc", or "Ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

123 Main Street

(Street number and name)

Denver

(City)

CO

(State)

80204

(ZIP/Postal Code)

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Denver Business Ventures Inc.

Street address

246 Colfax Street

(Street number and name)

Denver

(City)

CO

(State)

80204

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP Code)

The registered agent is the known contact for a business. However, the registered agent does not have to be employed by the business. There are companies that will act as a contact intermediary for a business. In this case, Denver Business Ventures Inc. is an umbrella company for Tuxedoes Rental Company LLC, meaning, Denver Business Ventures owns Tuxedoes Rental Company LLC. If the registered agent is not who is standing in front of you, you should verify with the potential member what the relationship is with the

# Checklist for Business Deposit Accounts

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

#### 4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

or

(if an entity) Denver Business Ventures Inc.  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 246 Colfax Street  
(Street number and name or Post Office Box information)

Denver CO 80204  
(City) (State) (ZIP/Postal Code)

\_\_\_\_\_  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

#### 5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

#### Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

This box must be checked according to state regulations.

If this box has a date listed, it must be in the past. We can't open the account if this date is in the future.

The person forming the LLC can be an individual or an entity (Likely a business). If it is a...

- Individual: The person listed here should be the person standing in front of you. If they are not, we will need a copy of the operating agreement which specifies the powers of people within the company.

- Entity: If a business is listed here, we need to have ownership documentation (an operating agreement or member control agreement).

**If we need an operating agreement or a member control agreement, we can not proceed with account opening until the documentation with confirmation of ownership is provided.**

Sometimes when a company is listed here, it can be a parent company, under which one or more companies are organized. You should ask what the involvement of the company listed here is and pass that information on to

# Checklist for Business Deposit Accounts

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Doe John \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

1075 Acoma St  
(Street number and name or Post Office Box information)

Denver CO 80204  
(City) (State) (ZIP/Postal Code)

\_\_\_\_\_  
(Province - if applicable) (Country)

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

This section is taking on legal liability for whomever filled out this form. If it is not the person standing in front of you who is applying for the account, then you will need an operating agreement specifying the roles of the people in the company.

Also, if the checkbox is checked, we will need the operating agreement to see who else is involved in the company.

Most often the name here is a secretary or assistant, however, it can also be the business owner.

EXAMPLES OF ARTICLES OF ORGANIZATION

HOME

Article of Incorporation for a Non-Profit Corporation

Form must be filed electronically. Paper forms are not accepted. This copy is a sample and cannot be submitted for filing.

Articles of Incorporation for a Nonprofit Corporation filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Doenations Foundation

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address: 1075 Acoma St (Street number and name) Denver CO 80204 (City) (State) (ZIP/Postal Code)

Mailing address (leave blank if same as street address) (Street number and name or Post Office Box information) (City) (State) (ZIP/Postal Code) (Province - if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name (if an individual) Doe John (Last) (First) (Middle) (Suffix)

OR

(if an entity) (Caution: Do not provide both an individual and an entity name.)

Street address: 1075 Acoma St (Street number and name) Denver CO 80204 (City) (State) (ZIP Code)

The registered agent is the known contact for the non-profit. However, the registered agent does not have to be employed by the non-profit. There are companies that will act as a contact intermediary for a non-profit. In this case, John Doe is the registered agent and employee of the non-profit. If the registered agent is not who is standing in front of you, you should verify with the potential member what the relationship is with the company or person listed.

# Checklist for Business Deposit Accounts

Mailing address  
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) (ZIP Code)

(The following statement is adopted by marking the box.)

- The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are:

Name  
(if an individual): Doe John  
(Last) (First) (Middle) (Suffix)

OR  
(if an entity)  
(Caution: Do not provide both an individual and an entity name.)

Mailing address: 1075 Acoma St  
(Street number and name or Post Office Box information)

Denver CO 80204  
(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

- The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Empty box for provisions regarding the distribution of assets on dissolution.

The person forming the non-profit can be an individual or an entity (Likely a business). If it is a...

- Person: The person listed here should be the person standing in front of you. If they are not, we will need [written clarification](#) which specifies the powers of people within the non-profit.

If it is multiple people, the check box needs to be selected and we will require [written clarification](#) indicating who else is connected with the non-profit.

- Entity: If a business is listed here, take it to your manager and bring this to their attention. They can assist with document review.

**If we need further documentation, we can not proceed with account opening until the documentation is provided.**

# Checklist for Business Deposit Accounts

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy) hour:minute am/pm

**Notice:**

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9. The true name and mailing address of the individual causing the document to be delivered for filing are

|   |           |                   |          |
|---|-----------|-------------------|----------|
| Doe   |           | John              |          |
| (Last)  | (First)   | (Middle)          | (Suffix) |
| 1075 Acoma St.  |           |                   |          |
| (Street number and name or Post Office Box information) |           |                   |          |
| Denver  | CO        | 80204             |          |
| (City)  | (State)   | (ZIP/Postal Code) |          |
| (Province - if applicable)                              | (Country) |                   |          |

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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If this box has a date listed, it must be in the past. We can't open the account if this date is in the future.

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Also, if the checkbox is checked, we will need [written clarification](#) to see who else is involved in the company.

## Articles of Incorporation for a Profit Corporation

Form must be filed electronically.  
 Paper forms are not accepted.  
 This copy is a sample and cannot be submitted for filing.

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101, § 7-102-102, and § 7-101-503 of the Colorado Revised Statutes (C.R.S.)

1. This is a Public Benefit Corporation.

2. The domestic entity name for the corporation is

Windoos Inc.

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

3. The principal office address of the corporation's initial principal office is

Street address 1075 Acoma St  
(Street number and name)

Denver CO 80204  
(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

Mailing address  
(Leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the corporation's initial registered agent are

Name  
(if an individual) Doe John  
(Last) (First) (Middle) (Suffix)

or

(if an entity)  
(Caution: Do not provide both an individual and an entity name.)

Street address 1075 Acoma St.  
(Street number and name)

Denver CO 80204  
(City) (State) (ZIP/Postal Code)

The registered agent is the known contact for the corporation. However, the registered agent does not have to be employed by the business. There are companies that will act as a contact intermediary for a business. In this case, John Doe works for the corporation and is the registered agent. If the registered agent is not who is standing in front of you, you should verify with the potential member what the relationship is with the company or person

# Checklist for Business Deposit Accounts

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)

\_\_\_\_\_  
(City) CO (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The purposes for which the corporation was formed are

Window sales and installation

6. The true name and mailing address of the incorporator are

Name  
(if an individual) Doe John  
(Last) (First) (Middle) (Suffix)

or

(if an entity)  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 1075 Acoma St.  
(Street number and name or Post Office Box information)

Denver CO 80204  
(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

7. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue \_\_\_\_\_ common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

8. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

9. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)  
The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

If this box has a date listed, it must be in the past. We can't open the account if this date is in the future.

The person forming the corporation can be an individual or an entity (Likely a business). If it is a...

- Individual: The person listed here should be the person standing in front of you. If they are not, we will need a copy of the operating agreement or the member control agreement which specifies the powers of people within the company.

If it is multiple people, the check box needs to be selected and we will require operating agreement or the member control agreement indicating who else is connected with the company.

- Entity: If a business is listed here, we need to have the operating agreement or the member control agreement.

**If we need further documentation, we can not proceed with account opening until the documentation is provided.**

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This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

10. The true name and mailing address of the individual causing the document to be delivered for filing are

Doe                      John                      \_\_\_\_\_  
(Last)                      (First)                      (Middle)                      (Suffix)

\_\_\_\_\_  
(Street number and name or Post Office Box information)

Denver                      CO                      80204  
(City)                      (State)                      (ZIP/Postal Code)

\_\_\_\_\_  
(Province - if applicable)                      (Country)

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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This section is taking on legal liability for whomever filled out this form. If it is not the person standing in front of you who is applying for the account, then you will need the operating agreement or member control agreement specifying the roles of the people in the company.

Also, if the checkbox is checked, we will need the operating agreement or member control agreement to see who else is involved in the company.

[HOME](#)

## All Other Documentation

For Partnerships, Unincorporated Organizations, Associations and Clubs, and Campaigns:

- As always, warmly greet the member and ask for any paperwork they have. You can give them a Business Checklist to help them make sure they have all of their paperwork.
- Scan all the paperwork they have and send it to Maria Sanner at [MSanner@myzing.com](mailto:MSanner@myzing.com). Also, message Maria using Teams to notify her of the business application. Let them know, Maria will reach out in the next 24 hours.
- If Maria is not available, get with your manager to set up the account.

These accounts are rare and often need special research done to verify what we need from the members.

[HOME](#)

## Member Control Agreements

- Member Control Agreements tend to vary significantly. If you need to collect a Member Control Agreement to verify information on the Articles of Organization or Articles of Incorporation, get with your manager or Maria Sanner to review this document.

[HOME](#)

## Corporate Operating Agreement or Bylaws

- Corporate Operating Agreements are rare. Corporations will also bring in Bylaws on occasion. These documents should be reviewed with your manager or Maria Sanner to confirm the necessary information.

[HOME](#)

## Operating Agreement

- [Single Member LLC](#)
- [Multi-Member LLC](#)

## Single Member LLC

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR**

Crescendoe Music LLC  
Name of LLC

FORMED IN THE STATE OF Colorado ("State of Formation")

I. **FORMATION OF LLC.** THIS OPERATING AGREEMENT ("Agreement") is entered into on 4/9/25, by the following:

Single-Member: John Doe, with a mailing address: 246 Coffax Avenue, Denver CO 80204 ("Member").

The Member in the above-described Limited Liability Company ("LLC") agrees as follows:

II. **FORMATION OF LLC.** The Member formed an LLC named Crescendoe Music LLC in the State of Formation. The LLC shall be operated by the terms of this Agreement and the applicable laws of the State of Formation relating to the formation, taxation, and operation of an LLC. The Member agrees that the LLC shall be taxed as a sole proprietorship. The sole proprietorship shall be inoperative if there are any provisions of this Agreement that may cause the LLC not to be taxed as a sole proprietorship.

III. **PURPOSE.** The primary purpose of the LLC shall be: Musical Instrument Store. The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Formation or any other jurisdiction where the LLC may be conducting business activities.

IV. **ARTICLES OF ORGANIZATION.** The LLC, acting through its Member, created the LLC by filing Articles of Organization with the State of Formation on date of 4/9/25.

V. **PRINCIPAL OFFICE ADDRESS.** The principal office address is recognized as: 1041 Acoma Street, Denver CO 80204.

VI. **REGISTERED AGENT OFFICE.** The Registered Agent Office is: (check one)  
 - The same address as the principal office address.  
 - The following address: 1095 Federal Boulevard, Denver CO 80204.

If the registered agent office should change, all necessary government authorities will be notified.

VII. **REGISTERED AGENT.** The Registered Agent of the LLC shall be: (check one)  
 - The same as recorded at the office of the Secretary of State.  
 - The following: \_\_\_\_\_.

If the registered agent should change, all government authorities will be notified.

We are looking at this operating agreement because we needed further clarification of who this business is owned by. Since it is a Single Member LLC, we should look for the name of the LLC and the owner. If the person listed here is not who is standing in front of you, look further down in the document to the management section to see if any one else is authorized to do the banking for this business.

The formation date of the LLC must be in the past to open the account.

The registered agent listed here should match the registered agent on the Articles of Organization. If there isn't a match, then we can not open the account.

# Checklist for Business Deposit Accounts

VIII. **FISCAL YEAR.** The LLC's fiscal and tax year shall end on the month and day of December / 31 of each year.

IX. **DURATION.** The LLC will commence business as of the date of filing and will continue: (check one)

- In perpetuity.
- Continue until the following date: \_\_\_\_\_.

X. **CAPITAL CONTRIBUTIONS.** The Member of the LLC shall:

- Not make any capital contributions to the LLC.
- Make the following capital contributions: \$100,000.

The Member may make future capital contributions as necessary to the LLC.

XI. **ADDITIONAL MEMBERS.** Upon the consent of the sole Member and in compliance with the provisions of this Agreement, new members may be admitted.

XII. **MANAGEMENT.** The Member has elected to manage the LLC as follows (check as appropriate): (check one)

- The management of the LLC shall be vested in the Member without an appointed manager. The Member shall elect an officer(s) who shall manage the company. The President and Secretary may act for and on behalf of the LLC and shall have the power and authority to bind the LLC in all transactions and business dealings of any kind as otherwise provided in this Agreement.

- The Member shall hereby delegate the management of the LLC to Manager(s), subject to the limitations set out in this Agreement.

There shall be a total of 1 initial Manager(s).

Name(s) of the Manager(s): John Doe.

The Manager(s) shall hold their position until the Member elects a successor. The Member shall elect and may remove the Manager(s) at their discretion. The authority shall be held by the Member to take all necessary and proper actions in order to conduct the business of the LLC. Any Manager can take any appropriate action on behalf of the LLC, including, but not limited to, signing checks, executing leases, and signing loan documents. Decisions concerning distributions are the sole authority of the Member. The compensation to the Manager(s) shall be at the discretion of the Member of the LLC.

XIII. **OFFICERS AND RELATING PROVISIONS.** If the Member decides to manage the LLC, rather than appointing a Manager, the Member shall appoint officers for the LLC and the following provisions shall apply:

- (a) **Officers.** The officers of the LLC shall consist of a president, a treasurer, and a secretary, or others that may be elected and appointed by the Member. A Member may hold more than one or all offices. The officers shall supervise

If the person standing in front of you is NOT the owner, they should be listed as a manager. Get with your manager or Maria Sanner on how to proceed. If the person in front of you is neither the owner or the person listed here, you can not proceed.

# Checklist for Business Deposit Accounts



- the operation of the LLC under the direction and management of the Member, as further described below.
- (b) **Term of Office/Election.** The Member shall elect the officers of the LLC. Vacancies may be filled or new officers created and filled at any meeting of the Member. All officers shall hold office positions unless or until their death, removal from office, or resignation. Election or appointment of an officer or agent shall not, in and of itself, create a contract right.
  - (c) **Removal.** The Member may decide to remove any officer or agent whenever the Member decides that the best interest of the company would be served thereby. If an officer or agent is removed, it shall be without prejudice to any separately created contract rights.
  - (d) **President.** The President shall be the chief executive officer of the LLC and shall be present at all meetings with the Member. The president shall have all powers to perform such duties that are outlined in this Agreement.
  - (e) **Treasurer.** The Treasurer shall be the chief financial officer of the LLC. The Treasurer is responsible for all funds and securities of the LLC. The Treasurer shall preside at the meeting with the Member when the President is absent. The Treasurer must receive and give receipts for moneys due and payable to the LLC from any money source whatsoever, and deposit all such moneys in the name of the LLC in an appropriate financial institution, which shall be selected by the Member of the LLC. The Treasurer shall perform all other duties that may be assigned to the office of treasurer by the President or by the Member of the LLC.
  - (f) **Secretary.** The Secretary shall keep a time log of the Member's meetings in a file provided for that purpose and see that all notices are duly given in accordance with the provisions of this Agreement, or as required by law. The Secretary shall have custody of true and correct LLC records, address of the Member, Member's resolutions, and other documents to the LLC. The Secretary shall preside at the meetings of the Member in the absence of the President and Treasurer and perform all other duties that may be assigned to the office of Secretary by the President or by the Member of the LLC.
  - (g) **Vacancies.** A vacancy in any office because of death, resignation, removal, and disqualification or otherwise may be filled by the Member for the unexpired portion of the term.
- XIV. **MEMBER-ONLY POWERS.** Notwithstanding any other provision of this Agreement, the Member may:
- (a) Sell or encumber any real estate owned by the LLC; and
  - (b) Incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation is desired by the Member.
- XV. **OWNERSHIP INTEREST.** The Member shall own one hundred percent (100%) interest in the LLC. The percentage interest shall control the Member's share of the profit, losses, and distributions of the LLC.
- XVI. **PERCENTAGE INTEREST/RECORD OF CONTRIBUTIONS.** This Agreement, any amendment(s) to the Agreement, and all Resolutions of the sole Member of the LLC, shall constitute the record of the Member of the LLC and of their respective interest therein.

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Page 3 of 7

- XVII. **DISTRIBUTIONS.** Distribution of cash and other assets of the LLC (other than upon the dissolution of the LLC) shall be made in the total amounts and at the periods decided upon by the Member. Any such distributions shall be allocated to the Member on the basis of their 100% interest in the LLC.
- XVIII. **PROFITS AND LOSSES.** Profits, losses, and all other tax attributes of the LLC shall be allocated to the Member.
- XIX. **VOTING BY MEMBERS.** In relation to the Member's percentage interest, the Member shall be entitled to vote on all matters that necessitate a vote regarding the LLC.
- XX. **MEETINGS.** Meetings of the Member(s), Manager(s), and Officer(s) may be called by any Member owning 10% or more of the LLC, or, if Managers were selected, by the Manager of the LLC, or if Officers were elected, by any officer.
- XXI. **WRITTEN CONSENT/MEETINGS.** The Member or Officer(s) do not have to hold a meeting in order to accomplish an action, but evidence of the action shall be recorded and signed by the Member. Action without a meeting may be evidenced by a writing signed by the Member, President, or Secretary.
- XXII. **MEMBER HAS NO EXCLUSIVE DUTY TO LLC.** The Member may have other business interests, and may participate in other investments, in addition to those relating to the LLC. The Member shall not be required to participate in the LLC as their sole and exclusive business. The Member shall not be held liable to the LLC by participating in outside businesses, investments, or activities.
- XXIII. **DUTIES OF MEMBERS: LIMITATION OF LIABILITY/GOOD FAITH.** The owner of the LLC shall perform their duties in good faith and perform them with such care as is in the best interest of the LLC. The Member shall be held responsible if an Officer finds them guilty of fraud, gross negligence, deceit, willful misconduct, or a wrongful taking. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC, or to any other member or Officer, for any loss or damage sustained by the LLC.
- XXIV. **PROTECTION OF THE MEMBER AND OFFICERS.**
- (a) As used herein, the term "Protected Party" refers to the Member and officer(s) of the Company.
  - (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating to the LLC, or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:
    - i. The provisions of this Agreement;
    - ii. The records of the LLC; and/or
    - iii. Such information, opinions, reports, or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence, and who has been selected with reasonable care by or on behalf of the LLC.
  - (c) The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC, or to any other Protected Party

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otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

## XXV. INSURANCE AND INDEMNIFICATION.

- (a) **Right to Indemnification.**
- i. Any person who is or was a member or officer of the LLC, and who is or may be a party to any civil action because of their participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the LLC, may be indemnified and held harmless by the LLC; and
  - ii. Any person who is or was a member or officer of the LLC, and who is or may be a party to any criminal action because of their participation in or with the LLC, and who acted in good faith and held a reasonable belief that the act or omission was lawful, may be indemnified and held harmless by the LLC.
- (b) **Non-Exclusivity of Rights.** The Member and Officer(s) of the LLC shall adopt and enter into indemnification agreements for the Member and Officer(s). The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of the Member, or otherwise.
- (c) **Advancement of Expenses.** All expenses, including legal fees incurred by an indemnified person in defending any proceeding, shall be paid in advance of the proceeding's conclusion. Should the indemnified member or officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the Member or Officer.
- (d) **Effect of Amendment.** No amendment, repeal, or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal, or modification became effective.
- (e) **Insurance.** The LLC, at the discretion of the sole Member, may decide to purchase and maintain insurance for the LLC, for the Member, and/or officer(s), and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage.
- XXVI. **TERMINATION OF MEMBERSHIP.** The Member's interest in the LLC shall cease upon the occurrence of one or more of the following events:
- (a) The Member dies;
  - (b) The Member decides to give notice of withdrawal to the LLC thirty days (30) in advance of the withdrawal date. There is no breach of Agreement when a Member decides to withdraw in this fashion;
  - (c) A Member assigns all of their interest to a qualified third party;
  - (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage their person or their estate;
  - (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC;
  - (f) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, readjustment, composition, readjustment, liquidation, arrangement, dissolution, or similar relief under any

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statute, law, or regulation, and the action has not been dismissed and/or has not been consented to by the Member;

- (g) If within ninety days (90) after the appointment, without the Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, and said appointment is not vacated or within ninety days (90) after the expiration of any stay, the appointment is not vacated and/or has not been consented to by the Member;
- (h) The Member, without consent: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of their properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC; and
- (i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

- XXVII. **SALE OF INTEREST.** The Member has the full right, at any point in time, to sell their LLC interest.
- XXVIII. **TERMINATION OF LLC.** Only upon the consent of the Member can the LLC and its affairs be dissolved.
- XXIX. **FINAL DISTRIBUTIONS.** Upon the ending of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; and (b) to the Member first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Member shares in profits and losses.
- XXX. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.
- XXXI. **APPLICABLE LAW.** Within the means of the law, this Agreement shall be constructed in accordance with and governed by the laws of the State of Formation.
- XXXII. **AMENDMENT.** If at any time the Member may wish to propose a new amendment, the Member shall submit it to be in effect. This Agreement may not be amended, nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.
- XXXIII. **COUNTERPARTS.** The instrument may be executed in any number of counterparts each of which shall be considered an original.

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# Checklist for Business Deposit Accounts

XXXIV. **ENTIRE AGREEMENT** The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each Member. Each Member agrees to be bound by the terms and conditions of this Agreement and the formation certificate or articles.

|  |
|--|
| <p><b>SIGNATURE OF MEMBER</b></p> <p>_____</p> <p>Signature</p> <p>Print Name of Member: <u>John Doe</u></p> <p>Address: <u>246 Colfax Avenue, Denver CO 80204</u></p> |
|--|

We do not require a signature here from the owner but it is best practice. If you are preparing a business account packet electronically, you can add a signature field here in DocuSign for the member to sign.

## Multi-Member LLC Operating Agreement

### MULTI-MEMBER OPERATING AGREEMENT LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF Deperadoes Restaurant LLC (Name of Company)

A Member-Managed Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is entered into effective on 4/9/25 ("Effective Date") by and between:

**Member #1:** John Doe  
**Mailing Address:** 246 Colfax Avenue, Denver CO 80204

**Member #2:** Jane Smith  
**Mailing Address:** 123 Main Street, Denver CO 80204

**Member #3:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_

Collectively and hereinafter referred to as the "Members."

#### SECTION 1 THE LIMITED LIABILITY COMPANY

The Members have created a limited liability company:

**Name:** Deperadoes Restaurant LLC ("Company") and formed on the date of 4/9/25 in the State of Colorado ("Governing Law").

The operations of the Company shall be governed by the laws located in the State of Governing Law and in accordance with this Agreement as follows:

- 1.1. Appropriate Agency.** The Members agree to file with the appropriate agency within the State of Governing Law charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the State of Governing Law except as otherwise expressly provided in this Agreement.
- 1.2 Name.** The business of the Company will be conducted under the name mentioned in Section 1, or other such name upon which the Members agree with a majority.
- 1.3 Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Governing Law.
- 1.4 Principal Office.** The Company will maintain its principal office within the State of Governing Law at the following address: 1075 Acoma Street, Denver CO 80204
- 1.5 Registered Agent.** Registration Agents Inc. is the Company's initial registered agent in the State of Governing Law, and the registered office is located at the following address: 369 Main Street, Denver CO 80204

These dates must be in the past to open the account.

The people listed here are owners of the business.

If the person in front of you isn't listed here, look for a section called "Capital Contributions" which specifies what percentage of the company each person owns.

If the person in front of you is not listed as an owner, look in the document for a Management section that specifies that person as a manager. Get help from your manager or Maria Sanner to proceed.

The registered agent listed here should match the registered agent on the Articles of Organization. If there isn't a match, then we can not open the account.

# Checklist for Business Deposit Accounts



**1.6 Term.** The term of the Company is effective as of the date registered with the State of Governing law and shall continue perpetually unless sooner terminated as provided in this Agreement.

**1.7 Names and Addresses of Members.** The Members' names and addresses are mentioned in this Agreement and attached on Schedule 1.

**1.8 Ownership.** The Members' ownership interests of the Company are attached as Schedule 1 to this Agreement.

**1.9 Admission of Additional Members.** Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the Company of a new interest in the Company without the prior unanimous written consent of the Members.

## SECTION 2 CAPITAL CONTRIBUTIONS

**2. Initial Contributions.** The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

**2.2 Additional Contributions.** No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

**2.3 No Interest on Capital Contributions.** Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

## SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

**3.1 Profits/Losses.** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

**3.2 Distributions.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in the liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

**3.3 No Right to Demand Return of Capital.** No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

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**6.2 Salary.** No salary will be paid to a Member for the performance of their duties under this Agreement unless the salary has been approved in writing by a majority of the Members.

**6.3 Legal and Accounting Services.** The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

## SECTION 7 BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

**7.1 Method of Accounting.** The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

**7.2 Fiscal Year; Taxable Year.** The fiscal year and the taxable year of the Company is the calendar year.

**7.3 Capital Accounts.** The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

**7.4 Banking.** All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

## SECTION 8 TRANSFER OF MEMBERSHIP INTEREST

**8.1 Sale or Encumbrance Prohibited.** Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of ("Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

**8.2 Right of First Refusal.** Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company ("Interest") as follows:

**8.2.1 Transfer of Notice.** The Member desiring to transfer their Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

**8.2.2 Acquiring Interest.** For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Interest of those Members desiring to acquire the Interest.

**8.2.3 Closing.** Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after the expiration of the 30-day notice period.

**8.2.4 Waiving Rights to Purchase.** If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members

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## SECTION 4 INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that they were a Member of the Company, officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful.

## SECTION 5 POWERS AND DUTIES OF MEMBERS

**5.1 Authority.** The Members, within the authority granted by the Governing Law and the terms of this Agreement, shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

**5.2 Majority Interest.** Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the majority of the Members.

**5.3 3rd Parties.** Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a majority of the Members to manage and operate the business and affairs of the Company.

**5.4 Decisions by Members.** Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a majority of the Members.

**5.5 Withdrawal by a Member.** A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

## SECTION 6 SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

**6.1 Organization Expenses.** All expenses incurred in connection with the organization of the Company will be paid by the Company.

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will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

**8.2.5 Sole Remaining Member.** Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interest of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interest to a spouse, lineal descendant, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

**8.3 Substituted Parties.** Any transfer in which the transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

**8.4 Death, Incompetency, or Bankruptcy of Member.** On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

**8.4.1 Transfer of Rights.** Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in the management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Interest of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

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**8.5 Death Buy-Out.** Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

**8.5.1 Value of Member's Interest.** The value of each Member's Interest will be evaluated on an annual basis or upon the majority of the Members deciding to determine such values. This is mainly for the purchase price of a decedent Member's interest after the death of such Member; provided, however, that if the valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

**8.5.2 Failure to Value Deceased Member's Interest.** If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

**8.5.3 Closing of Deceased Member's Interest.** Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price is determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed. At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the

purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

- (1) \$1,000.00 in cash, bank cashier's check, or certified funds;
- (2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by the primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney, which it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

On completion of the purchase of the deceased Member's Interest in the Company, the Interest of the remaining Members will increase proportionately to their then existing Interest.

## SECTION 9 DISSOLUTION AND WINDING UP OF THE COMPANY

**9.1 Dissolution.** The Company will be dissolved on the happening of any of the following events:

- Sale, transfer, or other disposition of all or substantially all of the property of the Company;
- The agreement of all of the Members;
- By operation of law; or
- The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

**9.2 Winding Up.** On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this

Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

- To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;
- To the payment and discharge of any Company debts and liabilities owed to Members; and
- To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to this Section.

## SECTION 10 GENERAL PROVISIONS

**10.1 Amendments.** Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

**10.2 Governing Law.** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with Governing Law (without regard to principles of conflicts of law).

**10.3 Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

**10.4 Attorney Fees.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

**10.5 Further Effect.** The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

**10.6 Severability.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

# Checklist for Business Deposit Accounts

**10.7 Captions.** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

**10.8 Notices.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

**Member #1 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: John Doe

**Member #2 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: Jane Smith

**Member #3 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

## Listing of Members' Ownership - Schedule 1

As of the Effective Date the following is a list of the Members of the Company:

|   |
|---|
| <b>Member #1:</b> John Doe<br><b>Mailing Address:</b> 246 Colfax Avenue, Denver CO 80204<br><b>Ownership Interest:</b> 50 % |
| <b>Member #2:</b> Jane Smith<br><b>Mailing Address:</b> 123 Main Street, Denver CO 80204<br><b>Ownership Interest:</b> 50 % |
| <b>Member #3:</b> _____<br><b>Mailing Address:</b> _____<br><b>Ownership Interest:</b> ____ %                               |

This section is very important and should match the beneficial owner document. Multi-Member LLC Operating Agreements should have a section like this that specifically lists owners.

It is agreed that the aforementioned individuals named are the Members of the Company in accordance with their ownership interest as of the undersigned date.

|  |
|--|
| <b>Member #1 Signature:</b> _____ <b>Date:</b> _____<br>Printed Name: John Doe   |
| <b>Member #2 Signature:</b> _____ <b>Date:</b> _____<br>Printed Name: Jane Smith |
| <b>Member #3 Signature:</b> _____ <b>Date:</b> _____<br>Printed Name: _____      |

We do not require a signature here from the owner but it is best practice. If you are preparing a business account packet electronically, you can add a signature field here in DocuSign for the member to sign.

# Checklist for Business Deposit Accounts

## Listing of Capital Contributions - Schedule 2

Pursuant to SECTION 2, the description and each individual portion of this initial contribution are as follows:

**Member #1:** John Doe  
**Capital Contribution:** \$50,000

**Member #2:** Jane Smith  
**Capital Contribution:** \$50,000

**Member #3:**   
**Capital Contribution:** \$

It is agreed that the aforementioned capital contributions have been or will be made by the respective Members.

**Member #1 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: John Doe

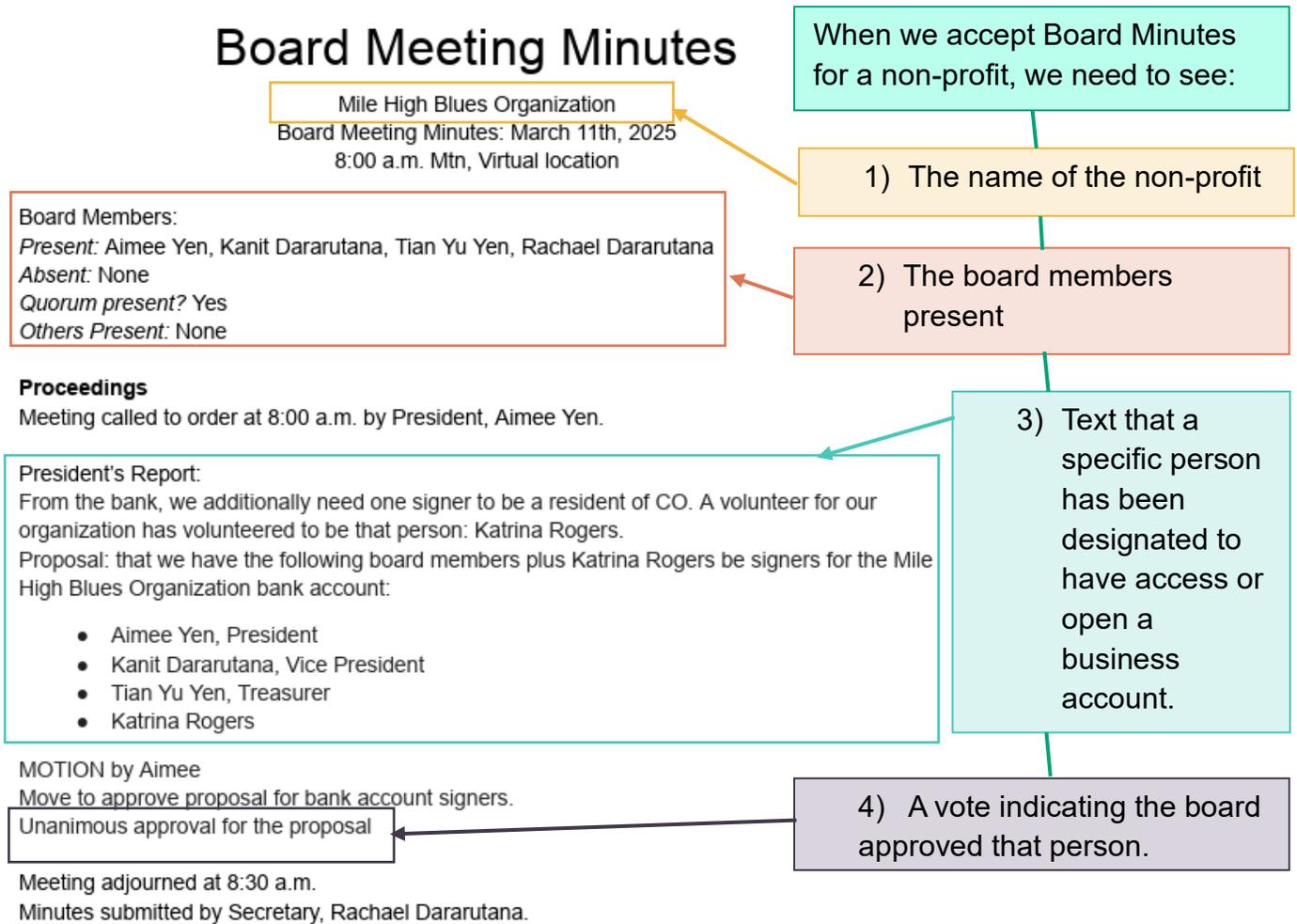
**Member #2 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: Jane Smith

**Member #3 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Example of documented approval of creation of an account with all authorized signers listed.



# Checklist for Business Deposit Accounts

## Example of an EIN Letter for a Non-Profit

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: 06/17/2018

Employer Identification Number:  
82-0741818

DLN:  
17053248343018

Contact Person:  
JASON A KROTINE ID# 31666

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
509(a)(2)

Form 990/990-EZ/990-N Required:  
Yes

Effective Date of Exemption:  
March 09, 2017

Contribution Deductibility:  
Yes

Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

A Non-Profit is the only entity type that needs specific documentation for an EIN. For all other entities, you can just trust the EIN that the member gives you. For the EIN Letter for a Non-Profit, we need...

1) Information indicating the letter is from the IRS.

2) The letter should be addressed to the Non-Profit we are opening the account for.

4) The letter should have the EIN clearly stated.

3) The body of the letter should state that the Non-Profit is exempt from federal income tax.

## How to find State Registration Documents

- State Registration documents are found on the Colorado Secretary of State website and show that the company is authorized to do business in the State of Colorado.
- Each entity type requires finding a different document.
  - Sole Proprietorship – Statement of Tradename for an Individual
  - Limited Liability Company – Articles of Organization
  - Non-Profits – Articles of Incorporation for a Nonprofit Corporation
  - Corporations – Articles of Incorporation for a Profit Corporation
  - For other entities, contact your manager or the business services director
- Once you find the appropriate document on the Secretary of State’s website, print a copy and include it in the paperwork that you give to the MSR who opens the account.
- To find the State Registration documents, follow the instructions below:

**Step 1 (of 9):** Go to Jostle and select the “Links” tab.

# Checklist for Business Deposit Accounts



-  Search
-  Tasks

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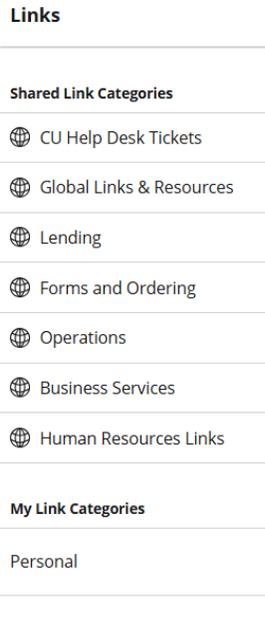
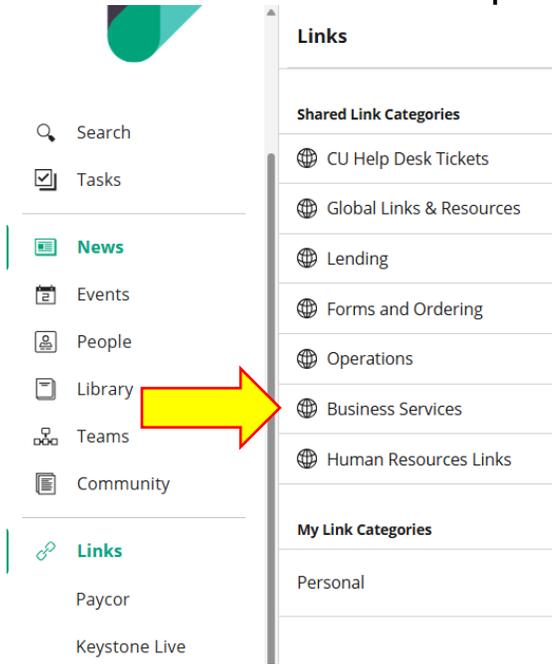
-  **News**
-  Events
-  People
-  Library
-  Teams
-  Community



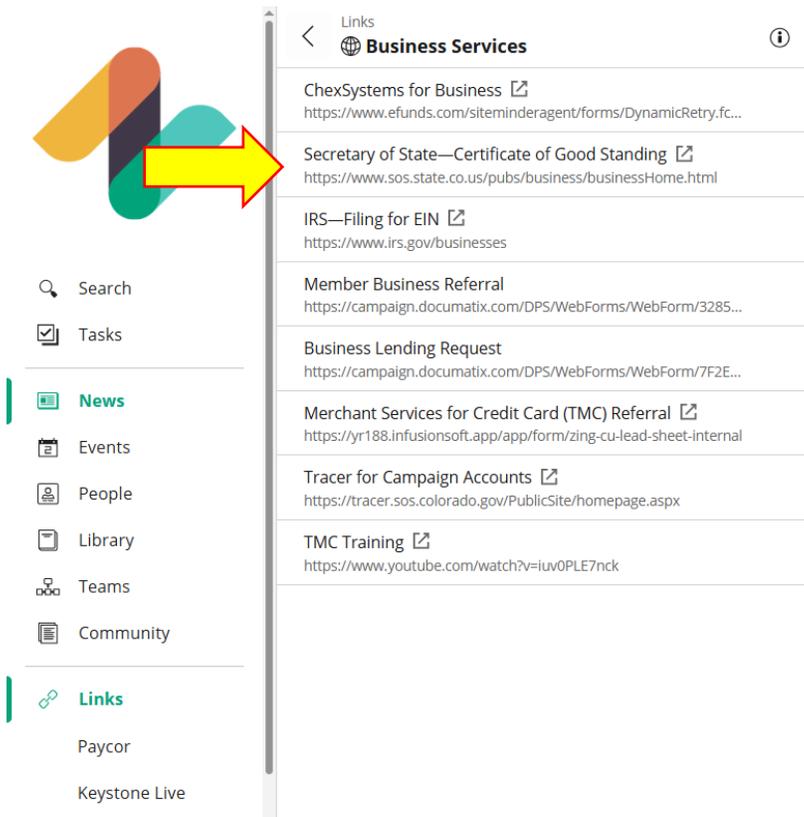
- Links**
- Paycor
- Keystone Live

**Step 2 (of 9):** Select the “Business Services” tab.

# Checklist for Business Deposit Accounts



**Step 3 (of 9):** Select the “Secretary of State – Certificate of Good Standing “ tab.



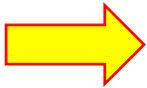
**Step 4 (of 9):** Select “Search business database.”



## Business Organizations

 Effective July 1, 2025 - [Changes to registered agent re](#)

### Search & file



[Search business database](#)

[Name availability search](#)

[File a business document](#)

[Periodic report filing](#)

[Trade name renewal](#)

[Forms list](#)

[Oaths of office \(PDF\)](#)

[Facsimile signatures \(PDF\)](#)

[Personal identifying information removal \(PDF\)](#)

### Services

[Certificate of good standing](#)

[Email notifications](#)

[Certificates, copies and apostilles](#)

**Step 5 (of 9):** Type the name of the business into the search field and select the search button.

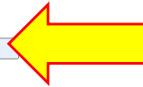
# Checklist for Business Deposit Accounts

## Business Database Search

Business paper documents processed through: 09/30/2025

Search by business name, trademark, trade name, ID or document number

PCF Transportation



### More search options

[Name availability search](#)

[Advanced search](#)

[Business survey information search](#)

[Trademark advanced search](#)

### Disclaimer:

The Secretary of State's Office acts as a filing registry for businesses. This office lacks the authority to certify if a business is operating legally.

### Related FAQs:

[What does a business in "Good Standing" mean?](#)

[Do your records tell me if a business is reputable?](#)

Do you have federal [Beneficial Ownership Information](#) reporting obligations with the Financial Crimes Enforcement Network (FinCEN) of the U.S. Department of Treasury?

Search



Back

**Step 6 (of 9):** Click the ID Number link for the business you are looking for.



## Business Search Results

Business Home

Business Information

Business Search

FAQs, Glossary and Information

[Click on the ID Number to select your record.](#)

Found 1 matching record(s). Viewing page 1 of 1.

| # | ID Number                   | Document Number | Name                   | Event                     | Status        | Form | Formation Date |
|---|-----------------------------|-----------------|------------------------|---------------------------|---------------|------|----------------|
| 1 | <a href="#">20151261820</a> | 20151261820     | PCF TRANSPORTATION INC | Articles of Incorporation | Good Standing | DPC  | 04/19/2015     |

Back

**Step 7 (of 9):** Under the summary, select "Filing history and documents"

## Summary

| Details                                 |  |                       |             |
|---|--|-----------------------|-------------|
| <b>Name</b>                             | PCF TRANSPORTATION INC                     |                       |             |
| <b>Status</b>                           | Good Standing                              | <b>Formation date</b> | 04/19/2015  |
| <b>ID number</b>                        | 201512                                     | <b>Form</b>           | Corporation |
| <b>Periodic report month</b>            | October                                    | <b>Jurisdiction</b>   | Colorado    |
| <b>Principal office street address</b>  | Colorado Blvd, Commerce City, CO 80022, US |                       |             |
| <b>Principal office mailing address</b> | Colorado Blvd, Commerce City, CO 80022, US |                       |             |

| Registered Agent       |  |
|------------------------|--|
| <b>Name</b>            | JUAN CARLOS                                |
| <b>Street address</b>  | Colorado Blvd, Commerce City, CO 80022, US |
| <b>Mailing address</b> | Colorado Blvd, Commerce City, CO 80022, US |



[Filing history and documents](#)

[Trade names](#)

[Get a certificate of good standing](#)

[Get certified copies of documents](#)

[File a form](#)

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