

The Articles of Organization is the key formation document required to officially create a Limited Liability Company (LLC) in Michigan. It's filed with the Michigan Department of Licensing and Regulatory Affairs (LARA), specifically the Corporations, Securities & Commercial Licensing Bureau (CSCL).

This is the step that legally establishes your LLC as a separate entity — unlike the Operating Agreement (which is internal and not filed with the state).

Key Requirements and What It Includes

The official form is CSCLCD-700 (for standard domestic LLCs) or CSCLCD-701 (for Professional Service LLCs/PLLCs, e.g., for doctors, lawyers, or other licensed professions).

The form requires minimal information — Michigan keeps it simple compared to some states

- Article I The name of the LLC (must include Limited Liability Company, LLC, L.L.C., etc., and be distinguishable from other entities).**
- Article II (Often left as a standard clause) The purpose — typically a broad statement like to engage in any activity for which LLCs may be formed under Michigan law.**
- Article III Duration — usually perpetual (ongoing) unless you specify a fixed term.**
- Article IV Registered office address (physical street address in Michigan, not a P.O. Box) and name of the resident agent (who accepts service of process; can be you, a member, or a service).**
- Article V (Optional) Mailing address if different from registered office.**
- Article VI (or additional articles) Any other provisions you want (e.g., management structure — member-managed or manager-managed — though most details go in the Operating Agreement).**

You sign as the organizer(s) — this can be a member or anyone (doesn't have to be a future owner).

No need to list members, managers, or ownership percentages here — those go in your Operating Agreement.

Filing Process

- Where to file Online (preferred and fastest) via the MiBusiness Registry Portal or Corporations Online Filing System at michigan.gov/corppfileonline (requires a MiLogin account). Or by mailin-

person to LARA in Lansing.

- Fee \$50 (non-refundable). Payable by check/money order (mail), or card (online/in-person). Expedited options add fees (e.g., same-day or 24-hour for extra \$100–\$1,000 depending on speed).
- Processing time Online/mail typically 1–2 weeks; expedited faster. Once approved, your LLC exists from the filing date (or a future date you specify, within 90 days).
- After filing You'll get a filed copy back. Search for your entity on michigan.gov/corp/entitysearch.

Important Notes

- Name check first Search availability on the LARA site to ensure your desired name is free.
- Registered agent Must have a physical Michigan address and be available during business hours.
- Professional LLCs (PLLCs) Use form 701 if providing licensed services (e.g., medical, legal) — it has extra requirements like stating the specific profession.
- Veterans Possible fee waiver if majority ownership by qualifying veterans — check michigan.gov/corp/veteranfeewaivers.
- No annual report fee at formation, but LLCs file an annual statement (\$25) due Feb 15 each year.
- This is not the same as federal EIN (get from IRS), business licenses, or taxes — those are separate steps.

For the most current official form and instructions

- Download CSCLCD-700 directly https://www.michigan.gov/lara-media/ProjectWebsites/laracscl/NonImages_newCorpsforms/llc700-0725.pdf
- Full forms list <https://www.michigan.gov/lara/bureau-listcsclcorpsforms/limited-liability-company-forms>
- LLC overview <https://www.michigan.gov/lara/bureau-listcsclcorps/limited-liability-co>

This is a straightforward process for most people — many handle it DIY online. If your LLC is multi-member, complex, or professional, consider having an attorney review or use a service like Northwest Registered Agent or LegalZoom. Let me know if you need help with next steps like choosing a name, registered agent, or the Operating Agreement!

Drafting an **Operating Agreement**** for a Michigan LLC is one of the most important steps after filing your Articles of Organization (CSCL/CD-700 form). While Michigan law (under the Michigan Limited Liability Company Act, Act 23 of 1993) does ****not require**** an operating agreement, it is ****strongly recommended**** — especially for multi-member LLCs — to override default state rules that may not align with your intentions.**

Without one, Michigan's default provisions apply (e.g., equal profit/loss sharing regardless of contributions, unanimous consent for many decisions, etc.), which can lead to disputes or unintended outcomes. The agreement is a private, internal document — you don't file it with LARA (Michigan's Department of Licensing and Regulatory Affairs).

Step-by-Step Guide to Drafting a Michigan LLC Operating Agreement

1. **Decide on Key Basics Before Drafting******

- ****Type of LLC****: Member-managed (most common for small businesses; all members run day-to-day) or manager-managed (members appoint one or more managers).
- ****Number of members****: Single-member (simpler) or multi-member.
- ****Ownership percentages****: Based on capital contributions, effort, or agreement.
- ****Tax treatment****: Default is pass-through (partnership for multi-member, disregarded for single); can elect corporate taxation via IRS Form 8832/2553 if needed.
- **Gather member info**: Full names, addresses, ownership %, initial contributions.

2. **Use a Reliable Template as a Starting Point******

Start with a free, Michigan-specific template and customize it. Good sources (updated as of recent years):

- **LLC University**: Free member-managed template (single- or multi-member adaptable).
- **eForms**: Free Michigan LLC Operating Agreement downloads (PDF/Word).
- **Northwest Registered Agent**: Free customizable templates (single-member example available).
- **Rocket Lawyer or LegalZoom**: Free/customizable with paid options for attorney review.
- **Avoid generic templates without Michigan references** — ensure they cite or align with the Michigan LLC Act (MCL 450.4101 et seq.).

3. **Structure and Key Sections to Include**

Organize the document logically. Use clear headings, numbered articles/sections, and plain language. Here's a standard outline with **essential provisions (most critical ones marked *):**

- ****Preamble/Introduction****
 - **Company name, formation date, state (Michigan), and reference to the Michigan LLC Act.**
 - **Effective date and parties (list all members with % interests).**

- ****Article 1: Formation and Purpose****
 - **Confirm formation under Michigan law.**
 - **Broad purpose clause (e.g., "any lawful business activity").**
 - **Principal office and registered agent (cross-reference Articles of Organization).**

- ****Article 2: Term****
 - **Perpetual unless specified otherwise.**

- ****Article 3: Members and Capital Contributions*****
 - **List members, ownership percentages, and initial contributions (cash, property, services — value them fairly).**
 - **Rules for additional contributions (e.g., required? voluntary?).**
 - **Capital accounts tracking.**

- ****Article 4: Allocations and Distributions*****
 - **How profits/losses are allocated (usually per ownership %; can be special allocations if IRS-compliant).**
 - **Distribution rules (e.g., quarterly, as decided by vote, after reserves for expenses/taxes).**
 - **Tax distributions (to cover members' tax liabilities on pass-through income).**

- ****Article 5: Management and Voting*****
 - **Specify member-managed or manager-managed.**
 - **Voting rights: Per capita (one vote each) or proportional to ownership? (Michigan default is per capita for member-managed.)**
 - **Day-to-day vs. major decisions (e.g., unanimous for admitting new members, selling assets, borrowing large amounts; majority for routine).**
 - **Meetings: How called, quorum, notice.**

- ****Article 6: Books, Records, and Accounting****
 - Fiscal year (usually calendar).
 - Right to inspect books.
 - Annual financial reports to members.

- ****Article 7: Transfer of Interests, Withdrawal, and Buy-Sell****
 - Restrictions on transfers (e.g., right of first refusal, no transfer without consent).
 - Events triggering buyout (death, divorce, bankruptcy, withdrawal).
 - Valuation method (e.g., fair market value, formula, appraisal).
 - Non-compete or confidentiality if relevant.

- ****Article 8: Dissolution and Winding Up****
 - Events causing dissolution (e.g., unanimous vote, judicial order).
 - Order of asset distribution: Creditors first, then capital accounts, then ownership %.

- ****Article 9: Indemnification and Liability****
 - Members not personally liable beyond contributions.
 - Company indemnifies members for good-faith actions.

- ****Article 10: Miscellaneous****
 - Governing law: Michigan.
 - Amendments: Require written consent (all members or supermajority).
 - Severability, entire agreement, dispute resolution (e.g., mediation first).
 - Signatures: All members date and sign (notarize if desired for extra enforceability).

4. ****Customization Tips****

- Tailor to your business: Add industry-specific clauses (e.g., IP ownership for tech, non-solicit for service businesses).
- Avoid conflicting with Michigan law: You can modify most defaults but not eliminate limited liability or certain fiduciary duties.
- For single-member: Simpler — focus on management, banking, and what happens on death/incapacity.
- Tax considerations: Include provisions for IRS compliance (e.g., Section 704(b) allocations if special).

5. ****Review and Finalize****

- Have all members read and discuss.

- Get it reviewed by a Michigan business attorney (highly recommended for multi-member or complex LLCs to avoid disputes/tax issues). Services like LegalZoom or local bar referral can help affordably.

- Sign originals (one per member) and keep secure copies.

- Update/amend as needed (e.g., new member) with written amendments signed by required parties.

Common Pitfalls to Avoid

- Skipping it entirely → Defaults to rigid state rules.

- Unequal contributions but equal profits → Clarify allocations.

- No buy-sell provisions → Chaos on member exit/death.

- Ignoring taxes → Ensure distributions cover tax bills.

This process usually takes a few hours to a day once you have a template. If you're forming a simple multi-member LLC (as in your earlier questions), start with a member-managed template from one of the sources above and fill in your specifics.

If you share more details (e.g., single vs. multi, management style, or specific concerns like unequal ownership), I can refine this guide or point to the best matching template! Always remember: This is general information, not legal advice — consult a professional for your situation.

Here is a **sample template**** for a ****Michigan Multi-Member LLC Operating Agreement**** (member-managed, the most common for small businesses with multiple owners). This is a simplified, illustrative version compiled from standard public samples (e.g., from sources like eForms, Northwest Registered Agent, and LLC University templates, which are commonly used and referenced for Michigan LLCs).**

****This is NOT personalized legal advice, and it's not a substitute for professional review.**** Michigan law (Michigan Limited Liability Company Act, MCL 450.4101 et seq.) allows flexibility, but defaults can apply without an agreement. **Customize this heavily to your situation (e.g., ownership %, management style, specific rules). Have a Michigan attorney review it before signing, especially for multi-member dynamics, taxes, or complex provisions. Use it as a starting point only.**

****OPERATING AGREEMENT****

****OF****

****[Your LLC Name], LLC****

****A Michigan Limited Liability Company****

This Operating Agreement (the "Agreement") is made and entered into effective as of [Month Day, Year], by and among the following Members:

- [Member 1 Full Name], residing at [Address], owning [XX]% Membership Interest**
- [Member 2 Full Name], residing at [Address], owning [YY]% Membership Interest**
- [Add additional Members as needed]**

(collectively, the "Members").

****RECITALS****

The Members have formed [Your LLC Name], LLC (the "Company") as a limited liability company under the Michigan Limited Liability Company Act (the "Act"). This Agreement governs the Company's affairs and the rights and obligations of the Members, superseding any conflicting provisions of the Act to the extent permitted by law.

****ARTICLE 1: FORMATION AND BASIC INFORMATION****

1.1 **Formation.**** The Company was formed by filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs (LARA).**

1.2 **Name.** The Company's name is [Your LLC Name], LLC, or any other name approved by the Members.

1.3 **Purpose.** The Company may engage in any lawful business activity permitted under Michigan law.

1.4 **Principal Office and Registered Agent.** The principal office is [Address]. The registered agent and office are as stated in the Articles of Organization.

1.5 **Term.** The Company shall continue perpetually unless dissolved earlier per this Agreement or the Act.

1.6 **Registered Office/Agent.** [Registered Agent Name] at [Address] serves as the initial registered agent.

****ARTICLE 2: MEMBERS AND CAPITAL CONTRIBUTIONS****

2.1 **Members.** The initial Members and their Membership Interests (ownership percentages) are listed above and in Schedule A (attached).

2.2 **Initial Contributions.** Each Member shall contribute the following to the Company (cash, property, or services valued at fair market value):

- [Member 1]: \$[Amount/Type]
- [Member 2]: \$[Amount/Type]

See Schedule B (attached) for details.

2.3 **Additional Contributions.** No Member is required to make additional contributions without unanimous written consent of all Members. No interest accrues on contributions.

2.4 **Capital Accounts.** The Company shall maintain capital accounts for each Member per IRS regulations (e.g., Treas. Reg. § 1.704-1(b)).

****ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS****

3.1 **Allocations of Profits and Losses.** Net profits and losses shall be allocated to Members in proportion to their Membership Interests.

3.2 **Distributions.** Distributions of available cash or assets shall be made at times determined by [majority vote / unanimous consent] of Members, after reserves for expenses, debts, and taxes. Distributions shall be proportional to Membership Interests unless otherwise agreed. Tax distributions may be made to cover Members' estimated tax liabilities on pass-through income.

3.3 **No Demand Rights.** No Member has the right to demand a return of capital except upon dissolution or as provided herein.

****ARTICLE 4: MANAGEMENT****

4.1 **Member-Managed.** The Company is member-managed. All Members have authority to manage and bind the Company in ordinary business matters.

4.2 **Voting. Each Member has voting power proportional to their Membership Interest. Day-to-day decisions require a majority vote. Major decisions (e.g., amending this Agreement, admitting new Members, selling substantially all assets, incurring debt over \$[Amount], dissolving the Company) require [unanimous / supermajority (e.g., 75%)] approval.**

4.3 **Meetings. Members may hold meetings with reasonable notice. Quorum is Members holding a majority of Membership Interests. Actions may also be taken by written consent.**

****ARTICLE 5: BOOKS, RECORDS, AND TAXES****

5.1 **Books and Records. The Company shall keep accurate books on an accrual/cash basis. Members have inspection rights upon reasonable notice. Fiscal year ends December 31.**

5.2 **Taxes. The Company shall be treated as a partnership for federal tax purposes (or as elected). Annual K-1s shall be provided to Members.**

5.3 **Annual Report. The Company shall file required annual statements with LARA.**

****ARTICLE 6: TRANSFER OF INTERESTS, WITHDRAWAL, AND BUYOUT****

6.1 **Restrictions on Transfer. No Member may sell, assign, or transfer any Membership Interest without prior written unanimous consent of the other Members (right of first refusal applies).**

6.2 **Triggering Events. Upon death, incapacity, bankruptcy, divorce, or voluntary withdrawal of a Member, the remaining Members have the option to purchase the interest at fair market value (determined by appraisal if disputed).**

6.3 **Withdrawal. A Member may withdraw with [X months'] written notice, subject to buyout terms.**

****ARTICLE 7: DISSOLUTION AND WINDING UP****

7.1 **Events of Dissolution. The Company dissolves upon: (a) unanimous Member vote; (b) judicial order; (c) as required by the Act; or (d) other events not waived herein.**

7.2 **Winding Up. Upon dissolution, assets shall be distributed: (1) to creditors; (2) to Members for loans/contributions; (3) to Members per positive capital account balances; (4) remainder per Membership Interests.**

****ARTICLE 8: INDEMNIFICATION AND LIABILITY****

Members and managers (if any) are not personally liable for Company debts beyond their contributions. The Company shall indemnify Members for good-faith actions on behalf of the Company, to the extent permitted

by law.

****ARTICLE 9: MISCELLANEOUS****

9.1 **Governing Law. This Agreement is governed by Michigan law.**

9.2 **Amendments. Amendments require written consent of all Members (or as specified).**

9.3 **Severability. Invalid provisions do not affect the remainder.**

9.4 **Entire Agreement. This is the complete agreement; supersedes prior understandings.**

9.5 **Dispute Resolution. Disputes shall first attempt mediation; venue in [County], Michigan.**

IN WITNESS WHEREOF, the Members execute this Agreement as of the date first written above.

[Member 1 Name]

[Member 2 Name]

Date: _____

Date: _____

[Add lines for additional Members]

****Schedules (Attach):****

- **Schedule A: Members and Membership Interests**
- **Schedule B: Initial Capital Contributions**

For ready-to-download versions (often in PDF/Word, with more detailed language):

- **eForms Michigan Multi-Member:**

<https://eforms.com/download/2016/01/michigan-multi-member-llc-operating-agreement-template.pdf>

- **Northwest Registered Agent Multi-Member: Search their site for "Michigan Multi-Member Operating Agreement" (free PDF sample)**

- **LLC University: <https://www.llcuniversity.com/michigan-llc/operating-agreement/> (adaptable member-managed template)**

If your LLC is single-member, manager-managed, or has special needs (e.g., unequal allocations, non-compete), let me know for more targeted adjustments! Always get it attorney-reviewed.

The **Articles of Organization**** is the official formation document required to create a ****Limited Liability Company (LLC)**** in Michigan. It is filed with the ****Michigan Department of Licensing and Regulatory Affairs (LARA)****, Corporations, Securities & Commercial Licensing Bureau (CSCL).**

Filing this establishes your LLC as a legal entity under the Michigan Limited Liability Company Act (Act 23 of 1993). Unlike the Operating Agreement (internal and not filed), this is the mandatory state filing.

Current Form and Key Details (as of 2025–2026)

- ****Official Form****: CSCL/CD-700 (for standard domestic LLCs).
 - **For Professional Service LLCs (PLLCs, e.g., for licensed professionals like doctors, lawyers, or clergy): Use CSCL/CD-701 instead.**
 - **Latest revision: July 2025 (Rev. 07/25) or similar recent versions—always download the current one from the official site to ensure compliance.**

- ****Download the Form****:

Direct PDF link:

https://www.michigan.gov/lara/-/media/Project/Websites/lara/cscl/NonImages_new/Corps/forms/llc/700-0725.pdf

Full list of LLC forms: <https://www.michigan.gov/lara/bureau-list/cscl/corps/forms/limited-liability-company-forms>

- ****Required Information (Minimal and Straightforward)****:

- ****Article I****: LLC name — Must include "Limited Liability Company," "LLC," "L.L.C.," "L.C.," or similar (with or without periods). Name must be unique (check availability via LARA's entity search).

- ****Article II****: Purpose — Usually a broad statement: "to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan." (This is sufficient and standard.)

- ****Article III****: Duration — Typically perpetual (leave blank or state "perpetual"); otherwise, specify a fixed term.

- ****Article IV****: Registered office and agent — Physical street address in Michigan (no P.O. Box for registered office), name of resident agent (person or service who accepts legal documents; must be available during business hours).

- ****Mailing address**** (if different from registered office).

- ****Article V**** (optional/additional): Any other provisions, such as stating the LLC is ****manager-managed**** (default is member-managed if

not specified). You can add details here, but most governance goes in the Operating Agreement.

- No requirement to list members, managers, ownership percentages, or capital contributions in the Articles—these belong in your Operating Agreement.

- **Signature****: Signed by the organizer(s) (can be a member, attorney, or anyone; doesn't have to be a future owner). Type/print names below signatures.**

Filing Process

- **Preferred Method****: Online via the MiBusiness Registry Portal or Corporations Online Filing System at <https://www.michigan.gov/corpfileonline> (create a MiLogin account; fastest and allows credit card payment).**

- **Alternative****: Mail or in-person to LARA in Lansing (address on form).**

- **Filing Fee****: \$50 (non-refundable). Payable by check/money order (mail) or card (online/in-person).**

- Expedited options available (extra fees: e.g., same-day \$100–\$1,000 depending on speed).

- Possible fee waiver for qualifying veteran-owned LLCs (majority ownership by veterans; see <https://www.michigan.gov/corpveteranfeewaivers>).

- **Processing Time****: Standard online/mail: typically 7–10 business days (or 1–2 weeks). Expedited faster. Effective date is filing date unless you specify a future date (within 90 days).**

- **After Approval****: LARA returns a filed/endorsed copy (electronic records available via entity search at <https://www.michigan.gov/corpenitysearch>). Your LLC is now official!**

Tips and Next Steps

- **Name Availability Check****: Search first at <https://www.michigan.gov/corpenitysearch> to avoid rejection.**

- **Registered Agent****: Can be you, a member, or a professional service (many offer Michigan addresses if needed).**

- **Common Additions in Article V****: If manager-managed, add: "The business of the limited liability company shall be managed by managers" (or similar wording).**

- **Professional LLCs****: Use form 701 and specify the profession.**

- **Post-Filing Requirements****: Get an EIN from IRS (free online), file annual statement (\$25 due Feb 15 each year), obtain business licenses if**

needed, and draft/sign your Operating Agreement.

- This is a simple, low-info form compared to many states—most people file it DIY online.

For the most up-to-date instructions, always refer to the official LARA site (michigan.gov/lara) or the form's reverse side. If you're forming a multi-member LLC (as discussed earlier), pair this with the Operating Agreement template I provided previously.

If you need help with name ideas, registered agent options, or walking through filling out the form based on your specifics, share more details! Remember, this is general info—consult an attorney or service for complex setups.