

## **AGREEMENT — FULL FORM**

The sample *Agreement-Full Form* provided on the next page gives the Successor Lawyer the power to determine if you are disabled, impaired, or incapacitated and provides the Successor Lawyer with authority under the designated circumstances to sign on your bank accounts (including your trust account) and to close your law practice. The agreement also enumerates powers such as termination, payment for services, and resolution of disputes.

If you do not want the Successor Lawyer to be the person who determines if you are disabled, incapacitated, or impaired, you will need to modify this agreement.

# AGREEMENT TO CLOSE LAW PRACTICE

Between: \_\_\_\_\_, hereinafter referred to as “Planning Lawyer,” And: \_\_\_\_\_, hereinafter referred to as “Successor Lawyer.”

## 1. Purpose.

The purpose of this agreement is to protect the legal interests of the clients of Planning Lawyer and the Planning Lawyer’s survivors or dependents in the event Planning Lawyer is unable to continue Planning Lawyer’s law practice due to death, disability, impairment, or incapacity.

## 2. Parties.

The term *Successor Lawyer* refers to the lawyer designated in the caption above or the Successor Lawyer’s alternate. The term *Planning Lawyer* refers to the lawyer designated in the caption above and the Planning Lawyer’s representatives, heirs, or assigns.

Upon the request of Planning Lawyer or a member of Planning Lawyer’s immediate family, or upon receipt of information from other sources who do reasonably lead Successor Lawyer to believe invocation of this provision of the Agreement may be appropriate, Successor Lawyer shall undertake an investigation of all relevant facts and circumstances and shall determine whether Planning Lawyer is dead, disabled, impaired or otherwise unable to carry on the practice of law. In the event Successor Lawyer determines to invoke the provisions of the Agreement, he shall so indicate by written notice to Planning Lawyer or Planning Lawyer’s immediate family as appropriate. Successor Lawyer’s determination shall include a determination as to whether any disability is temporary or permanent.

## 3. Establishing Death, Disability, Impairment, or Incapacity.

In determining whether Planning Lawyer is unable to practice due to death, disability, impairment, or incapacity, Successor Lawyer may act upon such evidence as Successor Lawyer shall deem reasonably reliable, including, but not limited to, communications with Planning Lawyer’s family members, representative, or a written opinion of one or more physicians duly licensed to practice medicine. Similar evidence or medical opinions may be relied upon to establish that Planning Lawyer’s disability, impairment, or incapacity has terminated. Successor Lawyer is relieved from any responsibility and liability for acting in good faith upon such evidence in carrying out the provisions of this Agreement.

## 4. Consent to Close Practice.

Planning Lawyer hereby gives consent to Successor Lawyer to take all actions necessary to close Planning Lawyer’s legal practice in the event that Planning Lawyer is unable to continue in the private practice of law and Planning Lawyer is unable to close Planning Lawyer’s own practice due to permanent disability, impairment, or incapacity. Planning Lawyer hereby appoints Successor Lawyer as attorney-in-fact, with full power to do and accomplish all of the actions contemplated by this Agreement as fully and as completely as Planning Lawyer could do personally if Planning Lawyer were able. It is Planning Lawyer’s specific intent that this appointment of Successor Lawyer as attorney-in-fact shall become effective only upon Planning Lawyer’s disability, impairment, or incapacity. The appointment of Successor

Lawyer shall not be invalidated because of Planning Lawyer's disability, impairment, or incapacity, but instead the appointment shall fully survive such disability, impairment, or incapacity and shall be in full force and effect so long as it is necessary or convenient to carry out the terms of this Agreement.

Planning Lawyer hereby expresses the intent and request that, in the event of Planning Lawyer's death, the person responsible for Planning Lawyer's estate arrange for Successor Lawyer to take the actions contemplated under this agreement. In the event of Planning Lawyer's disability, impairment, or incapacity, Planning Lawyer designates Successor Lawyer as signatory, or in substitution of Planning Lawyer's signature, on all of Planning Lawyer's law office accounts with any bank or financial institution, including, but not limited to, checking accounts, savings accounts, and trust accounts. Planning Lawyer's consent includes but is not limited to:

- Entering Planning Lawyer's office and using the Planning Lawyer's equipment and supplies as needed to close Planning Lawyer's practice;
- Opening Planning Lawyer's mail and processing it;
- Taking possession and control of all property comprising Planning Lawyer's law office, including client files and records;
- Examining files and records of Planning Lawyer's law practice and obtaining information as to any pending matters that may require attention;
- Notifying clients, potential clients, and others who appear to be clients, that Planning Lawyer has given this authorization and that it is in their best interest to obtain other legal counsel;
- Copying Planning Lawyer's files;
- Obtaining client consent to transfer files and client property to new lawyers;
- Transferring client files and property to clients or their new lawyers;
- Obtaining client consent to obtain extensions of time and contacting opposing counsel and courts/administrative agencies to obtain extensions of time;
- Applying for extensions of time pending employment of other counsel by the clients;
- Filing notices, motions, and pleadings on behalf of clients where the clients' interests must be immediately protected and other legal counsel has not yet been retained;

- Contacting all appropriate persons and entities who may be affected and informing them that Planning Lawyer has given this authorization;
- Arranging for transfer and storage of closed files;
- Winding down the financial affairs of Planning Lawyer's practice, including providing Planning Lawyer's clients with a final accounting and statement for services rendered by Successor Lawyer, return of client funds, collection of fees on Planning Lawyer's behalf or on behalf of Planning Lawyer's estate, payment of business expenses, and closure of business accounts when appropriate;
- Advertising Planning Lawyer's law practice or any of its assets to find a buyer for the practice; and
- Arranging for an appraisal or valuation of Planning Lawyer's practice for the purpose of selling
- Planning Lawyer's practice. Planning Lawyer's bank or financial institution may rely on the authorizations in the Agreement unless such bank or financial institution has actual knowledge that this Agreement has been terminated or is no longer in effect.

#### **5. Payment For Services.**

Planning Lawyer agrees to pay Successor Lawyer a reasonable sum for services rendered by Successor Lawyer while closing the law practice of Planning Lawyer. Successor Lawyer agrees to keep accurate time records for the purpose of determining amounts due for services rendered. Successor Lawyer agrees to provide the services specified herein as an independent contractor.

#### **6. Preserving Lawyer-Client Privilege.**

Successor Lawyer agrees to preserve confidences and secrets of Planning Lawyer's clients and their attorney-client privilege and shall only make disclosures of information reasonably necessary to carry out the purpose of this Agreement.

#### **7. Successor Lawyer is Lawyer for Planning Lawyer**

(Delete one of the following paragraphs as appropriate).

Successor Lawyer is the lawyer for Planning Lawyer. Successor Lawyer will protect the lawyer-client relationship and follow the Rules of Professional Con or Lawyer has permission to inform the Planning Lawyer's professional liability carrier of errors or potential errors, and may inform the Planning Lawyer's former clients of any errors or potential errors, and instruct them to obtain independent legal advice. Successor Lawyer also has permission to inform Planning Lawyer's former clients of any ethics violations committed by Planning Lawyer.)

**OR:**

#### **Successor Lawyer is Not Lawyer for Planning Lawyer**

Successor Lawyer is not the lawyer for Planning Lawyer. (**Optional:** Successor Lawyer has permission to inform the professional liability insurer of errors or potential errors of Planning Lawyer, and may inform Planning Lawyer's former clients of any errors or potential errors, and

instruct them to obtain independent legal advice. Successor Lawyer also has permission to inform Planning Lawyer's former clients of any ethics violations committed by Planning Lawyer.)

#### **8. Providing Legal Services.**

Planning Lawyer authorizes Successor Lawyer to provide legal services to Planning Lawyer's former clients providing Successor Lawyer has no conflict of interest and obtains the consent of Planning Lawyer's former clients to do so. Successor Lawyer has the right to enter into a lawyer-client relationship with Planning Lawyer's former clients and to have clients pay Successor Lawyer for his/her legal services. Successor Lawyer agrees to check for conflicts of interest, and when necessary, to refer the clients to another lawyer.

#### **9. Contacting Professional Liability Insurance And Other Insurance Providers.**

Planning Lawyer authorizes Successor Lawyer to contact the Planning Lawyer's workers compensation, liability and casualty and professional liability insurance companies concerning any legal malpractice claims or potential claims. (Note to Planning Lawyer: Successor Lawyer's role in contacting the professional liability insurer will be determined by Successor Lawyer's arrangement with Planning Lawyer.) (See Section 7 of this Agreement.)

#### **10. Providing Clients With Accounting.**

Successor Lawyer agrees to provide Planning Lawyer's former clients with a final accounting and statement for legal services of Planning Lawyer based on the Planning Lawyer's records. Lawyer agrees to return client funds to Planning Lawyer's former clients and to submit funds collected on behalf of Planning Lawyer to Planning Lawyer or Planning Lawyer's estate.

#### **11. Successor Lawyer Alternate** (delete one of the following paragraphs as appropriate).

If Successor Lawyer is unable or unwilling to act on behalf of Planning Lawyer, Planning Lawyer appoints as Successor Lawyer's Alternate, hereinafter known as Successor Lawyer's Alternate. Successor Lawyer's Alternate is authorized to act on behalf of Planning Lawyer pursuant to this Agreement. Successor Lawyer's Alternate shall comply with the terms of this Agreement. Successor Lawyer's Alternate consents to this appointment, as shown by the signature of the Successor Lawyer's Alternate on this Agreement.

#### **OR:**

If Successor Lawyer is unable or unwilling to act on behalf of Planning Lawyer, Successor Lawyer may appoint an alternate. Successor Lawyer shall enter into an agreement with any such Successor Lawyer's Alternate under which Successor Lawyer's Alternate consents to the terms and provisions of this Agreement.

#### **12. Indemnification.**

Planning Lawyer agrees to indemnify Successor Lawyer against any claims, loss, or damage arising out of any act or omission by Successor Lawyer under this agreement, provided the actions or omissions of Successor Lawyer were made in good faith, were made in a manner reasonably believed to be in Planning Lawyer's best interest, and occurred while Successor Lawyer was assisting Planning Lawyer with the closure of Planning Lawyer's office. This indemnification

agreement does not extend to any acts, errors, or omissions of Successor Lawyer while rendering or failing to render professional services in Successor Lawyer's capacity as the lawyer for the former clients of Planning Lawyer. Successor Lawyer shall be responsible for all acts and omissions of gross negligence and willful misconduct.

**13. Option to Purchase Practice.**

Successor Lawyer shall have the first option to purchase the practice of Planning Lawyer under the terms and conditions specified by Planning Lawyer or Planning Lawyer's representative in accordance with Georgia Supreme Court Rule \_\_\_\_\_.

**14. Arranging to Sell Practice.**

If Successor Lawyer opts not to purchase Planning Lawyer's practice, Successor Lawyer will make all reasonable efforts to sell Planning Lawyer's practice and will pay Planning Lawyer or Planning Lawyer's estate all monies received.

**15. Fee Disputes Arbitrated. (optional)**

Planning Lawyer and Successor Lawyer agree that all fee disputes between them will be resolved by arbitration. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

**16. Termination.**

This Agreement shall terminate upon: (1) delivery of written notice of termination by Planning Lawyer to Successor Lawyer during any time that Planning Lawyer is not unable to practice due to disability, impairment, or incapacity as established under Section 3 of this Agreement; (2) delivery of written notice of termination by Planning Lawyer's representative upon a showing of good cause; or (3) delivery of a written notice of termination given by Successor Lawyer to Planning Lawyer, subject to any ethical obligation to continue or complete any matter undertaken by Successor Lawyer pursuant to this Agreement.

If Successor Lawyer or Successor Lawyer's Alternate for any reason terminates this agreement or is terminated, Successor Lawyer or Successor Lawyer's Alternate acting on his or her behalf shall (1) provide a full and accurate accounting of financial activities undertaken on Planning Lawyer's behalf within 30 days of termination or resignation and (2) provide Planning Lawyer with Planning Lawyer's files, records, and funds.

*[Planning Lawyer] [Date]*

STATE OF GEORGIA )  
) ss. County of )

This instrument was acknowledged before me on (date) by (name(s) of person(s)).

NOTARY PUBLIC

My commission expires:

*[Successor Lawyer] [Date]*

STATE OF GEORGIA )  
) ss. County of )

This instrument was acknowledged before me on (date) by (name(s) of person(s)).

NOTARY PUBLIC

My commission expires:

*[Successor Lawyer's Alternate] [Date]*

STATE OF GEORGIA )

) ss.

County of)

This instrument was acknowledged before me on (date) by (name(s) of person(s)).

NOTARY PUBLIC

My commission expires: