

AGREEMENT TO CLOSE LAW PRACTICE — SHORT FORM

The sample *Authorization and Consent to Close Law Office Agreement* provided on the next page includes authorization to sign on your bank accounts (trust and general) and to close your law practice. It does not include a provision for payment to the Successor Lawyer, a description of termination powers, consent to represent the Absent Lawyer's clients, or other provisions included in the sample *Agreement to Close Law Practice in the Future*.

AUTHORIZATION AND CONSENT TO CLOSE LAW OFFICE

This Authorization and Consent is entered into this _____ day of _____, by and between _____ and _____.

I, _____ (“Absent Attorney”), a sole practitioner who engages in the practice of law and has a principal office located at _____, authorize _____, (“Successor Attorney”) who engages in the practice of law and has a principal office located at _____, to take all actions reasonable to close my law practice upon my death, disability, or incapacity. These actions include but are not limited to:

- Entering my office and utilizing my equipment and supplies as needed to close my law practice;
- Opening and processing my mail;
- Taking possession and control of all property in my law office or incidental to my law practice including client files and records;
- Examining files and records of my law practice and obtaining information concerning any pending matters that may require attention, except for those files in which Successor Attorney has a conflict of interest;
- Notifying clients, potential clients, and others who appear to be clients that I have given this authorization and that it is in their best interest to obtain other legal counsel;
- Scanning or copying my files;
- Obtaining clients’ consent to transfer files and clients’ property to new counsel;
- Transferring client files and property to clients or their new counsel;
- 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 engagement of other counsel by my clients;
- Filing notices, motions, and pleadings on behalf of my clients where their interests must be immediately protected and other legal counsel has not yet been retained;

- Contacting all appropriate persons, entities and professional organizations that may be affected by my inability to practice law and notifying them that I have given this authorization;
- Signing checks to draw funds from or making deposits to my bank, attorney trust or escrow account and providing an accounting to my clients of funds held in trust; and
- Contacting my professional liability insurer concerning claims and potential claims.

My bank or financial institution may rely on the authorizations in this Agreement unless such bank or financial institution has actual knowledge that this Agreement has been terminated or is no longer in effect.

The determination concerning my death, disability, impairment, or incapacity shall be made by Successor Attorney on the basis of evidence deemed reasonably reliable, including but not limited to communications with members of my immediate family, if available, or a written opinion of one or more duly licensed physicians. Upon such evidence, Successor Attorney is relieved from any responsibility or liability for acting in good faith in carrying out the provisions of this Authorization and Consent.

To the fullest extent permitted by law, Successor Attorney agrees to preserve client confidences and secrets and to observe and comply with the attorney-client privilege of my clients, further agrees to make disclosures only to the extent reasonably necessary to carry out the purpose of this Authorization and Consent. Successor Attorney is appointed as my agent for purposes of preserving my clients' confidences and secrets, the attorney-client privilege, and the work product privilege. This authorization does not waive any attorney-client privilege.

I appoint Successor Attorney as signatory on my lawyer trust account(s) upon my death, disability, impairment, or incapacity.

I understand that the Successor Attorney will not process, pay, or in any other way be responsible for payment of my personal bills.

I agree to indemnify Successor Attorney against any claims, losses or damages arising out of any acts or omissions by Successor under this Agreement, provided the actions or omissions of the Successor Attorney were in good faith and in a manner reasonably believed to be in my best interest. The Successor Attorney shall be responsible for all acts and omissions of gross negligence and willful misconduct.

Successor Attorney shall be paid reasonable compensation for services rendered in Successor my law office.

Successor Attorney may revoke this acceptance at any time prior to my death or disability and, after such time, Successor Attorney has the power to appoint a Successor Attorney to serve in his place. Prior to my death or disability, I may revoke this Authorization and Consent by written notification to Successor Attorney.

Absent Attorney

Date

[Insert Address and Other Contact Information]

Successor Attorney

Date

[Insert Address and Other Contact Information]

ACKNOWLEDGMENTS