

Of Counsel Agreement with Law Partnership

Agreement made on the _____ (*date*), between _____ (*Name of Partnership*), a Partnership engaged in the general practice of law with its principal place of business at _____ (*street address, city, state, zip code*), referred to herein as the *Firm*, and _____ (*Of Counsel's Name*), of _____ (*street address, city, state, zip code*), referred to herein as *Counsel* or *Of Counsel*.

Whereas, _____ (*Of Counsel's Name*), has recently retired from the *Firm*; and

Whereas, *Counsel* desires to continue to practice law with the *Firm*, in an *Of Counsel* capacity; and

Whereas, the Partnership desires to benefit from the wisdom and experience of _____ (*Counsel's Name*), and retain him in an *Of Counsel* capacity pursuant to the terms of this Agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Term of Agreement and Renewal

This Agreement shall terminate on _____ (*date*), but shall be renewable from year to year for additional periods of (*i.e., one*) _____ year, upon *Counsel's* application to the Managing Partner of the *Firm*, submitted at least (**60**) _____ days before the anniversary date of this Agreement. The Managing Partner shall act upon the application within (**10**) _____ days after its receipt, but failing such action, this Agreement shall be renewed on the same terms for the further period of (*i.e., one*) _____ year from such anniversary date of this Agreement.

2. Title

Counsel's title will be *Of Counsel*. The *Firm* will be permitted to list *Counsel's* name in that capacity, as it deems fit, on letterheads, brochures, professional listings (such as Martindale-Hubbell), and other promotional materials.

3. Nature of Relationship

Counsel's status will be that of an independent contractor, and not an employee of the *Firm*.

4. Health and Life Insurance

Firm shall take such steps as may be necessary to assure that *Counsel* is eligible to remain a member of the group covered by the *Firm's* health and life insurance policy. *Counsel* thus will have the opportunity to purchase from the *Firm's* health and life

insurance carrier such coverage as the carrier offers at group rates, at *Counsel's* own expense. If the *Firm*, rather than *Counsel*, is billed by the carrier, then the *Firm*, in turn, will bill *Counsel* for the amount that is reimbursable to the *Firm*.

5. Duties of the Firm

A. *Firm* will provide *Counsel* with an office in the *Firm's* location at _____

(**street address, city, state, and zip code**), equivalent in size to an associate's office, as long as *Counsel* makes minimal use of the office. *Counsel* will also have access to all of the *Firm's* office services (e.g., telephone, computer on-line service, Internet and e-mail access, facsimile, photocopying). The *Firm* will also provide secretarial assistance, limited to:

1. Handling of correspondence related to professional organizations of which *Counsel* may be a member;
2. Forwarding of mail to *Counsel*; and
3. Responding to telephone calls made to *Counsel*.

B. *Firm* will pay or reimburse *Counsel* for the use of parking facilities in the building where *Counsel's* office is located.

C. *Firm* will pay or reimburse *Of Counsel* for _____ (**state and county**) Bar Association dues. In addition, if *Of Counsel* becomes involved in one of the substantive committees of the State Bar or the American Bar Association, *Firm* will pay the expenses associated with those activities.

D. *Counsel* may attend meetings of the *Firm's* partners upon *Counsel's* request to the Managing Partner; *Counsel* will receive copies of agenda materials for such meetings.

6. Compensation and Client Development

Counsel will receive no compensation from the *Firm* for his or her service as *Of Counsel*. In consideration of the provision of services mentioned in **Section 5** above, *Counsel* agrees to assist the *Firm*, to a reasonable degree, with client development efforts upon request by the *Firm*, but not to exceed the expenditure by *Counsel* of more than _____ hours per month. Should *Of Counsel* incur any out-of-pocket expenditures for such activity (e.g., expenses for client entertainment or meals), *Counsel* will be reimbursed by the *Firm* for such expenditures.

7. Retirement Benefit; Practice of Law

A. During *Counsel's* service as *Counsel*, the *Firm* will pay to him the retirement benefit provided for retired partners under the *Firm's* Partnership Agreement. As long as the *Firm* is paying such benefit to *Of Counsel*, he will refrain from the active practice of law within a radius of miles of the *Firm's*

principal office located at the set forth above. *Active practice of law* means the provision of legal service or advice to clients, whether or not for compensation; however, it does not include serving as an arbitrator or mediator in *Counsel's* personal capacity and not as a representative of the *Firm* (and off its premises), nor writing articles or making addresses to professional organizations. Should *Firm* request that *Counsel* perform any legal services, by way of providing advice to other lawyers of the *Firm* or to clients of the *Firm*, the *Firm* will first agree with *Counsel* upon an appropriate method and amount of compensation, and will undertake to provide and pay for legal malpractice insurance for *Counsel*. Except as stated in the preceding sentence, and except to the extent otherwise required by provisions of the Partnership Agreement, the *Firm* will not provide *Counsel* with any legal malpractice insurance.

8. This Agreement may be terminated by either party at any time on a finding of a breach of professional ethics by either party, a disclosure by either party of confidential information, or the suspension or termination of either party's license to practice law in _____ (***name of state***).

9. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

10. **No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

12. **Notices.** Unless provided to the contrary above, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

13. **Mandatory Arbitration.** Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

14. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind

preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

16. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, *Firm*, corporation, or other entity without the prior, express, and written consent of the other party.

17. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.

(Printed Name of Counsel)

(Signature of Counsel)

(Name of Partnership)

By: _____
(Printed Name of Managing Partner)

(Signature of Managing Partner)