

Agreement Merging Two Law Firms

Agreement made on the _____ (**date**), between
_____ (**Name of Partner Alpha**) of _____
_____ (**street address, city, state, zip code**), referred to herein as *Alpha*, _____ (**Name of Partner Beta**) of _____
_____ (**street address, city, state, zip code**), referred to herein as *Beta*, _____ (**Name of Partner Delta**) of _____
_____ (**street address, city, state, zip code**), referred to herein as *Delta*, and _____
_____ (**Name of Partner Sigma**) of _____
_____ (**street address, city, state, zip code**), referred to herein as *Sigma*.

Whereas, *Alpha* and *Beta* are the sole owners of a law Partnership conducting a law practice at _____
_____ (**street address, city, state, zip code**), hereinafter called *Alpha & Beta*; and

Whereas, *Delta* and *Sigma* are the sole owners of a law Partnership conducting a law practice at _____
_____ (**street address, city, state, zip code**), hereinafter called *Delta & Sigma*; and

Whereas, said two Partnership have decided that it would be in their best interests to merge the two Partnerships into a single Partnership (*the Partnership*);

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:

1. Merger

Alpha & Beta is to be merged into *Delta & Sigma* on the terms and conditions set forth in this Agreement. *Delta & Sigma* is to be the resulting and continuing Partnership and *Alpha & Beta* is to be terminated on _____ (**date**), the effective date of the merger under and pursuant to this Agreement.

2. Purpose of the Partnership

After the merger, the purpose of the Partnership shall be to engage in the practice of law, maintain offices, own property, and to transact all business incidental to the practice of law.

3. Capital of the Partnership

The capital of the Partnership shall be \$_____, with each Partner having an ownership interest in the Partnership equal to the percentage set beside the

Partner's name as follows:

- A. Partner *Alpha* _____ %;
- B. Partner *Beta* _____ %;
- C. Partner *Delta* _____ %; and
- D. Partner *Sigma* _____ %;

4. Salaries of the Partners

No Partner shall receive a salary except the Managing Partner, whose salary shall from time to time be determined by Partners.

5. Divisions of Profits and Losses

A. **Net Profits.** The net profits of the Partnership shall consist of the gross income received by the Partnership from the practice of law, including **(list types of income to be included)** _____

_____ ,
and any other items of income that Partners, from time to time, may agree to include; **less** all incidental expenses, including **(list items of expenses to be included)** _____

Any salary paid to a Partner as provided below in this Agreement shall be treated as an expense of the Partnership.

B. **Participation in Profits and Losses.** Partners shall participate in the net profits and net losses of the Partnership according to the following percentages which shall be reviewed annually by the Partners:

- 1. Partner *Alpha* _____ %;
- 2. Partner *Beta* _____ %;
- 3. Partner *Delta* _____ %; and
- 4. Partner *Sigma* _____ %;

6. Transfer of Assets

On the effective date of the merger, *Alpha & Beta* will transfer to *Delta & Sigma* all of its assets, including real property, account receivable, work in process, furniture, supplies, office equipment, and client lists.

7. Assumption of Liabilities

On the effective date of the merger, the Partnership will assume all of the

obligations and liabilities of *Alpha & Beta*.

8. Management

A. **General Policies.** Each Partner shall have an equal interest in the conduct of the affairs of the Partnership. Except as otherwise provided in this Agreement, all decisions shall be by a vote of the majority of Partners.

B. **Managing Partner.** One Partner shall be elected as Managing Partner to administer the general affairs of the Partnership, and to carry out and to put into effect the general policies and specific instructions of the majority of Partners in interest.

9. Surviving Partnership Agreement

Except as superseded by the terms and conditions of this Agreement, all of the provisions of the Partnership Agreement for *Delta & Sigma* including, but not limited to, the provisions covering the retirement, death, and withdrawal of a partner and the termination of a partnership interest, shall remain in full force and effect.

10. Financial Statements

A. *Alpha & Beta* and *Delta & Sigma* represent and warrant that the financial statement of *Alpha & Beta*, attached as Exhibit A and made a part hereof by reference, and incorporated into this Agreement, is a true, accurate, and complete statement of the financial condition of *Alpha & Beta* as of _____ **(date)**, and that there have been no material changes in the financial condition of *Alpha & Beta* from _____ **(date)** to the date of this Agreement.

B. *Delta & Sigma* represent and warrant that the financial statement of *Delta & Sigma* attached as Exhibit B and made a part hereof by reference, is a true, accurate, and complete statement of the financial condition of *Delta & Sigma* as of _____ **(date)**, and that there have been no material changes in the financial condition of *Delta & Sigma* from _____ **(date)** to the date of this Agreement.

11. Pending Lawsuits

A. *Alpha* and *Beta* each represent and warrant that, except as indicated in this Paragraph, *Alpha & Beta* is not a party to or threatened with any litigation, proceeding, or controversy before any court or administrative body that might result in an adverse change in the business or assets of the Partnership, and that first Partnership is not in default with regard to any judgment, order, writ, injunction, decree, rule, or regulation of any court of administrative body.

B. *Delta* and *Sigma* each represent and warrant that, except as indicated in this paragraph, *Delta & Sigma* is not a party to or threatened with any litigation, proceeding, or controversy before any court or administrative body that might result in an adverse change in the business or assets of the Partnership, and that

Delta & Sigma is not in default with regard to any judgment, order, writ, injunction, decree, rule, or regulation of any court of administrative body.

12. Place or Business

A. The offices of the Partnership shall be located at _____

(street address, city, state, zip code).

B. The office location of the Partnership may be changed, and additional offices for the Partnership may be established, as mutually agreed on by Partners.

13. Duties of Partners

A. **Full Time.** Each Partner shall devote such Partner's full time and attention to the Partnership business.

B. **Other Activities.** A Partner shall not practice law except in the name of the Partnership, without the consent of the other Partners, or employ either the credit or capital of the Partnership in any other business whatsoever.

C. **Accounting.** Each Partner, whenever required, shall account to other Partners concerning all business transactions under such Partner's supervision arising out of or connected with the Partnership.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 Alpha)

(Signature of Alpha)

(Printed Name of Beta)

(Signature of Beta)

(Printed Name of Delta)

(Signature of Delta)

(Printed Name of Sigma)

(Signature of Sigma)