

Law Partnership Agreement between Two Partners with Provisions for Eventual Retirement of Senior Partner

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

Whereas, both *Parties* to this Agreement are attorneys licensed to practice law in
_____ (name of state); and

Whereas, *Alpha* desires to be relieved of the active management and business of
the law practice, and to eventually retire, and *Beta* is disposed to undertake the active
management and business of the law practice, with the view of succeeding *Alpha*;

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. Purpose of Agreement

The *Parties* hereby enter into a Partnership for the general practice of law, to be
located at _____
_____ (street address, city, state, zip code).

2. Obligations of Alpha (the Senior Partner)

Alpha presently maintains an office at _____
_____ (street address, city, state, zip
code) and agrees to maintain the office with the furniture, fixtures, and the lease,
without privileges and expectations of renewals, for the benefit of the Partnership, but
subject to all the covenants in the lease, during the continuation of the Partnership.
Alpha further agrees to give the benefit and aid of his influence, recommendation, and
general assistance and advice to promote the business of the Partnership, and further
agrees that he will not have a pecuniary interest in any other law office in _____
(name of city) during the continuation of the Partnership and for _____ (number) years
after the termination of the Partnership. However, it is understood that the time of *Alpha*
will not be extensively required in the transaction of the ordinary business of the office.

3. Obligations of Beta

Beta agrees to give his whole time and attention to the business of the
Partnership. *Beta* further agrees to take the whole general charge, management, and
direction of the office of the Partnership, and of all professional business in which the
Partnership may be employed, and to supervise and carry forward the Partnership
business with activity, industry, and professional skill. *Beta* further agrees to indemnify
Alpha for any and all claims and demands arising out of neglect or mismanagement of

business in which the Partnership may be employed, except any neglect or mismanagement on the part of *Alpha*.

4. Books of Account and Accounting

Beta further agrees to keep the books of account of all the business of the Partnership, which shall be open to inspection at all reasonable times, and further agrees that on the _____ (**number**) day of each calendar month, *Beta* will provide a statement in writing of all receipts, earnings, costs, counsel fees, profits, or commissions received during the preceding month. At the same time *Beta* will pay to *Alpha* _____% of the gross amount of all such moneys.

5. Expenses

The *Parties* agree that expenses shall be defrayed as follows: *Beta* shall pay _____% of the rent and of the expenses of maintaining the office and of all salaries, as each expense grows due, and shall have in return the office that *Alpha* presently occupies. All other expenses are to be defrayed by *Beta*. Appearances may be entered in the name of *Beta* as attorney.

6. Duration

This Partnership shall continue for _____ (**number**) months from the date of this Agreement, but *Alpha* may at any time withdraw on _____ (**number**) days' notice in writing.

7. Dissolution

On any dissolution of the Partnership, except one caused by the death or incapacity of *Beta*, an account shall be stated of all sums earned by the Partnership. These sums shall be collected by *Beta* and that portion to which *Alpha* would otherwise be entitled shall be paid over to *Alpha* or his representatives or administrators. However, the general goodwill of the business of the Partnership, and of the lease of the offices then occupied by them, shall inure to the benefit of and belong to *Beta*.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

(Printed Name of Alpha)

(Printed Name of Beta)

(Signature of Alpha)

(Signature of Beta)