**AGREEMENT TO CLOSE LAW PRACTICE — SHORT FORM**

***(Sample — Modify as appropriate)***

The sample *Agreement to Close Law Practice –Short Form* 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 Counsel, a description of termination powers, consent to represent the Affected Attorney’s clients, or other provisions included in the sample *Agreement to Close Law Practice –Full Form*.

**AGREEMENT TO CLOSE LAW PRACTICE**

This Agreement to Close Law Practice (hereinafter “this Agreement”) is entered into between      , hereinafter referred to as “Affected Attorney,” and      , hereinafter referred to as “Successor Counsel,” and      , hereinafter referred to as “Authorized Signer.”

I, (insert name of Affected Attorney)*,* authorize(insert name of Successor Counsel), Successor Counsel, and any attorney or agent acting on my behalf, to take all actions necessary to close my law practice upon my death, disability, impairment, or incapacity. These actions include, but are not limited to:

* Entering my office and using my equipment and supplies, as needed, to close my practice;
* Opening and processing my mail, email and other forms of communication;
* Accessing all computer programs, applications and software associated with my practice, whether locally installed or on cloud-based technology;
* Taking possession and control of all property comprising my law office, including client files and records;
* Examining client files and records of my law practice and obtaining information about any pending matters that may require attention;
* Notifying clients, potential clients, and others who appear to be clients that I have given the authorization and that it is in their best interest to obtain other legal counsel;
* Copying my files;
* Obtaining client consent to transfer files and client property to new attorneys;
* Transferring client files and property to clients or their new attorneys;
* 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 my clients;
* Filing notices, motions and pleadings on behalf of my clients when their 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 I have given this authorization;
* Winding down the business affairs of my practice, including paying business expenses and collecting fees;and
* Contacting my professional liability insurance carrier concerning claims and potential claims.

I authorize (insert name of Authorized Signer), Authorized Signer, to sign checks on my trust accounts and provide an accounting to my clients of funds in trust.

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.

For the purposes of this Agreement, my death, disability, impairment, or incapacity shall be determined by evidence the Successor Counsel deems reasonably reliable, including but not limited to, communications with my family members or representative or a written opinion of one or more medical doctors duly licensed to practice medicine. Upon such evidence, the Successor Counsel is relieved from any responsibility or liability for acting in good faith in carrying out the provisions of this Agreement.

Successor Counsel and Authorized Signer agree to reserve client confidences and secrets and the attorney client privilege of my clients and to make disclosure only to the extent reasonably necessary to carry out the purpose of this Agreement. Successor Counsel and Authorized Signer are appointed as my agents 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.

***(Delete one of the following paragraphs as appropriate)***

Successor Counsel represents me and acts as my attorney in closing my law practice. Successor Counsel will protect the attorney-client relationship and follow the Arizona Rules of Professional Conduct.

**OR:**

Successor Counsel does not represent me and is not acting as my attorney in closing my law practice. (***Optional:*** While fulfilling the obligations of this Agreement, Successor Counsel has permission to inform my professional liability insurance carrier of my errors or potential errors. Successor Counsel may inform my clients of any errors or potential errors and instruct them to obtain independent legal advice. Successor Counsel also has permission to inform my clients of any ethics violations committed by me.)

Authorized Signer is not my attorney. Authorized Signer may inform my clients of any misappropriations in my trust account and instruct them to obtain independent legal advice or contact the State Bar of Arizona’s Lawyer Regulation Office.

I, Affected Attorney, appoint Authorized signer as signator, in substitution of my signature, on my lawyer trust account(s) upon my death, disability, impairment, or incapacity.

I understand that neither Authorized Signer nor Successor Counsel will process, pay, or in any other way be responsible for payment of my personal bills.

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

Successor Counsel and/or Authorized Signer may revoke this acceptance at any time, and each has the power to appoint a new Successor Counsel or authorized signer in Successor Counsel’s and/or Authorized Signer’s place. My authorization and consent to allow Successor Counsel and Authorized Signer to perform these and other services necessary for the closure of my law office do not require Successor Counsel and/or Authorized Signer to perform these services. If Successor Counsel and/or Authorized Signer revokes this acceptance, Successor Counsel and or Authorized Signer must promptly notify me.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Affected Attorney] | Date |
| STATE OF ARIZONA )  ) ss.  County of       ) |  |
| This instrument was acknowledged before me on      (date) by       (name(s) of person(s)). | |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | NOTARY PUBLIC FOR ARIZONA |
|  | My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Successor Counsel] | Date |
| STATE OF ARIZONA )  ) ss.  County of       ) |  |
| This instrument was acknowledged before me on      (date) by      (name(s) of person(s)). | |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | NOTARY PUBLIC FOR ARIZONA |
|  | My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Authorized Signer's] | Date |
| STATE OF ARIZONA )  ) ss.  County of      ) |  |
| This instrument was acknowledged before me on      (date) by       (name(s) of person(s)). | |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | NOTARY PUBLIC FOR ARIZONA |
|  | My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |