

AGREEMENT — SHORT FORM

The sample *Agreement--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 Lawyer, a description of termination powers, consent to represent the Planning Lawyer's clients, or other provisions included in the sample *Agreement--Full Form*.

CONSENT TO CLOSE OFFICE

This consent is entered into between , hereinafter referred to as “Planning Lawyer,” and , hereinafter referred to as “Successor Lawyer.”

I, _____ authorize, _____, Successor Lawyer, and any lawyer or agent acting on my behalf, to take all actions necessary to close my legal practice upon my death, disability, impairment, or incapacity. These actions include but are not limited to:

- 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;
- Copying my files;
- Obtaining client consent to transfer files and client property to new lawyers;
- Transferring client files and property to clients or their new lawyers;
- 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 where 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;
- Signing checks on my trust account and providing an accounting to my clients of funds in trust;
- Contacting the Planning Lawyer’s professional liability insurer concerning claims and potential claims.
- The Planning Lawyer's 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Agreement unless such bank or financial institution has actual knowledge that this Agreement has been terminated or is no longer in effect.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 purpose of this consent, death, disability, impairment, or incapacity shall be determined by evidence the Successor Lawyer deems reasonably reliable, including but not limited to communications with my representative or a written opinion of one or more medical doctors duly licensed to practice medicine. Upon such evidence, the Successor Lawyer is relieved from any responsibility or liability for acting in good faith in carrying out the provisions of this consent.

The Successor Lawyer agrees to preserve 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 consent. The Successor Lawyer 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.

(Delete one of the following paragraphs as appropriate):

The Successor Lawyer represents me and acts as my lawyer in closing my law practice. (**Optional:** The Successor Lawyer has permission to inform the professional liability insurer of errors or potential errors of the Planning Lawyer, and may inform the Planning Lawyer's former clients of any errors or potential errors, and instruct them to obtain independent legal advice. The Successor Lawyer also has permission to inform the Planning Lawyer's former clients of any ethics violations committed by the Planning Lawyer.)

OR:

The Successor Lawyer does not represent me and is not acting as my lawyer in closing my law practice. (**Optional:** The Successor Lawyer has permission to inform the professional liability insurer of errors or potential errors of the Planning Lawyer, and may inform Planning Lawyer's former clients of any errors or potential errors, and instruct them to obtain independent legal advice. The Successor Lawyer also has permission to inform the Planning Lawyer's former clients of any ethics violations committed by the Planning Lawyer.)

I appoint the Successor Lawyer as signatory, or in substitution of my signature, on my lawyer trust account(s) upon my death, disability, impairment, or incapacity. I understand that the Successor Lawyer will not process, pay, or in any other way be responsible for payment of my personal or business bills.

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

The Successor Lawyer may revoke this acceptance at any time and has the power to appoint a new Successor Lawyer in the Successor Lawyer's place. My authorization and consent to allow the Successor Lawyer to perform these and other services necessary for the closure of my law office does not require Successor Lawyer to perform these services. If the Successor Lawyer revokes this acceptance, the Successor Lawyer must promptly notify me.

[Planning Lawyer] [Date]
STATE OF GEORGIA)

) ss. County of)

This instrument was acknowledged before me on (date)
by (name(s) of person(s)).

NOTARY PUBLIC

My commission expires:

[Successor Lawyer] [Date]

STATE OF GEORGIA)

) ss. County of)

This instrument was acknowledged before me on (date)
by (name(s) of person(s)).

NOTARY PUBLIC

My commission expires: