

OFFICE-SHARE AGREEMENT #2

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This is an agreement with respect to the practice of law between [Name], [Name], [Name], and [Name] all sole practitioner lawyers in the state of Oregon, executed and effective this _____ day of [Month], [Year].

The parties shall practice law together according to the terms of this agreement as an association of sole practitioners.

MANAGEMENT:

Each of the parties shall have one vote with respect to any matter which is subject to this agreement.

One of the parties shall be [designated/elected] "managing attorney," and shall carry on the day to day operations of the office, set up an office account, collect, and disburse funds on behalf of the office, purchase common supplies, (books, furniture, and equipment,) supervise the common employees of the parties, and generally manage the affairs of the office. The managing attorney shall serve in this capacity until another attorney is [designated/elected] managing attorney.

Once each year, the managing attorney shall submit a proposed budget for office expenditures to the other parties. The parties shall adopt a budget, which shall constitute an authority for the managing attorney to expend funds.

The parties shall adopt a Manual of Personnel Policies and Procedures, and each of them shall require their employees to abide by the policies and procedures established.

PROPERTY:

Exhibit A, attached hereto and made a part hereof, contains a list of all furnishings, equipment, and research and educational materials contained within the office. The name of the contributor of each item is listed next to the item personally contributed along with the approximate value of the item. Exhibit A also contains a list of all jointly owned furnishings, equipment, and research and educational materials, along with the approximate value of each jointly-owned item.

Each of the parties shall furnish his or her personal office at his or her own expense, provided that furniture and decoration shall meet commonly accepted professional standards for quality and appearance. The parties may jointly or personally purchase and provide furniture, rugs, drapes, wall coverings, and other items of decor for all of the common areas of the offices, including staff working areas, waiting and reception rooms, conference rooms, file rooms and like areas, and halls. All such items will be added to Exhibit A with an indication as to ownership and worth. However, each of the parties shall provide his or her own office equipment for use of his or her staff, including but not limited to typewriters, calculators, computers, printers, and like equipment. The parties shall agree on the type or types of filing cabinets to be used and on their color, and each of the parties shall provide file cabinets for his or her own use and at his or her own expense.

A law library shall be jointly operated, and all research and educational materials on the office premises shall be the property of the office. Library expenses shall be equally shared by all of the parties.

[*alternative paragraph*]

Each party shall maintain his or her own library and purchase any additional research and educational materials at his or her own expense. The use of any research and educational materials may be shared with the other parties, but will remain the exclusive property of the party purchasing same.

ACCOUNTS:

Each of the parties shall maintain his or her own general and trust accounts, receive and deposit his or her own fees and reimbursed expenses, and shall be professionally responsible for any escrow or trust funds of his or her clients.

The managing attorney shall establish an office account in the name of the office [*parties jointly*], and shall assess each of the parties each month for anticipated expenses. Upon execution of this agreement, each of the parties shall make a deposit in the firm account of approximately two months of operating expense.

Expenses shall be allocated to each of the parties, as follows: Space costs (rent, utilities, and lease-hold improvements, depreciation of commonly owned furniture, etc.) shall be allocated on the basis of the relative number of square feet of space occupied by each of the parties, including lawyer's professional office, secretarial, and file areas. The cost of occupancy for the reception area, waiting room, library, conference room, and hallways shall be shared equally by the parties. Library costs for research and educational materials, online services, and subscription services shall be shared equally. Receptionist payroll expense shall be shared equally. Other expenses, including supplies, telephone equipment charges, and like expenses shall be shared equally, unless the parties shall, from time to time, determine a different allocation.

SEPARATENESS:

In an attempt to maintain their separate identities and to avoid the appearance of impropriety, the parties will each have their own telephone lines and telephone numbers, letterhead, pleading paper, retainer agreements, business cards, yellow page advertising, etc. Any signs in front of or on the building and/or office door shall list each attorney separately.

CLIENTS:

Each of the parties shall be responsible for the work done on behalf of his or her own clients. However, it is the intent of the parties to take advantage of their different areas of legal expertise, and they expect [*to work together on various legal matters/confer with each other on various legal matters.*]

When one party obtains the professional assistance of another party to this agreement, they shall enter into an arrangement with respect to division of fees, or failing any arrangement in advance, the assisting party shall be paid at the rate of \$[*Amount*] for each hour of work performed.

The parties shall advise their clients in advance in writing of any arrangements for assistance with other parties to this agreement. However, if the client objects to such association that party shall refrain from asking the assistance of another office sharer.

For purposes of avoiding conflicts of interest, each party shall maintain his or her own conflict of interest system and shall not take cases against clients of another party to this agreement.

EMPLOYEES:

The office shall employ a receptionist, and such other employees as the parties shall, from time to time, determine. If the office employs a lawyer at salary, each of the parties shall make a contribution to his or her compensation and overhead expense in proportion to the total amount of time used by each of them, on the basis of time records maintained by the lawyer-employee.

Each of the parties shall employ his or her own secretaries and legal assistants, and shall be responsible for their compensation, work, and behavior. If any employee of one party works for another party, *[the employer shall be paid for each hour at double the employee's average hourly rate/or whatever other equitable arrangement the parties want to make.]*

NEW MEMBERS-BAR MEMBERSHIP:

Any party who is suspended from or loses the privilege to practice law shall be deemed to have withdrawn from this office sharing arrangement.

Other lawyers may be added to this agreement with the unanimous consent of the existing parties hereto.

DEATH AND WITHDRAWAL:

A party to this agreement who dies, or who fails to pay an assessment for office expenses within 30 days of issuance, or who loses the right to practice law shall be deemed to have withdrawn from this office sharing arrangement. The remaining parties or party shall have the right to continue with the office sharing arrangement and to occupy the premises upon such withdrawal.

A withdrawing party shall remain financially responsible for the common obligations of the parties for leases, subscriptions, and other obligations, but shall not be responsible for on-going expenses such as common employees, telephone systems, newly purchased supplies, and the like. A withdrawing party shall have the right to take furniture, equipment, research and educational materials, etc., personally belonging to the withdrawing party. The withdrawing party shall be reimbursed for his or her share of the appraised value at the time of withdrawal of any commonly purchased and jointly owned furniture, equipment, research and educational materials, etc.

ARBITRATION:

Any disagreement or dispute among the parties hereto involving or resulting from their practice of law together shall be resolved only by final and binding arbitration under the Rules then existing of the American Arbitration Association.

Signed the date above written.

This sample is offered for the purpose of generating ideas. Inclusion of these materials is not an endorsement or recommendation of its terms. Attorneys entering into office sharing arrangements should review the Office Sharing Guidelines available from the Professional Liability Fund at www.osbplf.org.