

CHECKLIST FOR CREATING A WORK-FOR-RENT/EXPENSES AGREEMENT

1. State the length of the agreement and the effective date.
2. Specify the responsibilities of each party.

E.g., Lawyer 1 agrees to provide Lawyer 2 with a place to practice law, and all the support staff, office supplies, and equipment to perform the work described in Paragraph 3. Lawyer 2 will handle his/her/their professional liability coverage, bar dues, continuing legal education expenses, and overhead costs related to his/her/their independent practice. (See paragraph 4.)

3. Describe the terms of the work-for-rent arrangement, including:
 - a. The quantity of legal services per month Lawyer 2 must provide to Lawyer 1 in lieu of rent (state the number of hours and hourly rate).
 - b. Steps Lawyer 2 must take if insufficient work in any given month occurs, such as making up the difference in cash or providing specified non-lawyer services.
 - c. If overflow work is anticipated, describe how Lawyer 2 will be compensated.

NOTE: Lawyer 2 should not work on any matter of Lawyer 1's without the prior consent of the client. Lawyer 2 must screen all clients for potential conflicts prior to accepting any work from Lawyer 1.

4. If the intention is that each lawyer operates an independent practice apart from the work-for-rent arrangement, recite language. See the PLF practice aid, *Office Sharing Guidelines*, on the PLF website, www.osbplf.org, for more information on sole practitioners sharing office space.
5. Describe the conditions under which the agreement may be modified or renegotiated.
6. Describe the process for terminating the agreement. Include:
 - a. The timing and manner of notice.
 - b. Duties of the withdrawing party.
 - c. How disputes will be resolved.

IMPORTANT NOTICES

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