

## 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. For more information on sharing office space, see the *Office Sharing Guidelines*, available on the PLF website, [www.osbplf.org](http://www.osbplf.org). Click on the Services tab > CLEs & Resources > Practice Aids > Opening or Moving a Law Office > Office Sharing Guidelines.
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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