Agreement for Emergency Backup Services[[1]](#endnote-1)

We, the below signed lawyers, make the following agreement for purposes of giving our separate clients notice in the event that we are unable for any reason to continue with client representation in our separate law firms. The terms of this Agreement are as follows:

1. **Purpose:**  We are independent, solo practitioners with a need for backup in the event that we die, disappear, sustain injury, become ill or are otherwise not able to serve our clients.
2. **Intent:** We agree that this agreement does not create a partnership or law firm and we will not hold ourselves out as having a professional relationship with each other other than that represented by this agreement.
3. **Compensation & expense fund:** We agree to perform the services described in this agreement without compensation. Because it may be necessary to pay expenses incurred in conjunction with the performance of this agreement, we shall each place the sum of $500.00 into a joint checking account for the sole purpose of paying expenses in the performance of this agreement. Any expense incurred shall be reimbursed by benefiting lawyer such that the account always has a $1000.00 balance on the first day of each month. For example, if during the performance of this Agreement it becomes necessary for the backup lawyer to pay a monthly internet subscription of the disabled lawyer, the expense fund can be used for that purpose.
4. **Notification:** In the event of our death, disability or other circumstance whereby it is not possible to serve clients, we will do everything we can to cause the notification to the backup lawyer of this occurrence. We shall inform family, close friends, designated personal representatives, attorneys-in-fact and healthcare providers about the need to provide notification to the backup lawyer. When we are traveling, we will carry a copy of this agreement in our suitcase or bag.
5. **Information:** We shall provide the other an encrypted instrument with all log-in data needed in order to access our work computer(s), mobile devices, professional calendar and client files. We shall provide the other an encrypted instrument containing the names and contact information of all clients so that they can be notified of the unavailability of their lawyer. We shall provide building and office access to each other in order to fulfill the purpose of this agreement.
6. **Notification:** In the event the backup lawyer must access the unavailable lawyer’s data, it shall be with the intent of notifying clients with hearings and deadlines that may be impacted by their lawyer’s unavailability. If the unavailability is permanent or not likely to resolve itself for sixty days, the backup lawyer shall notify all clients of the unavailable lawyer.
7. **Representation:** In the event of an emergency, if the client and backup lawyer agree, they may enter into an attorney-client relationship for the purpose of resolving the emergency.
8. **Client file:** We agree to provide the backup lawyer with sufficient information so that if a client of ours requests its file, the backup lawyer will be able to access and provide the file to the client. We agree to keep a copy of the file.
9. **Term:** The term of this agreement is for one year however it may be terminated by either lawyer upon thirty days written notice to the other at the address below. If not terminated, it may be extended for an additional one year period upon the written agreement of the parties.
10. **Travel notice:** We agree that any time we will be away from our office for more than forty eight hours, we will notify the other and review calendar information.
11. **Confidentiality:** We agree that this agreement is confidential however we acknowledge that it may be necessary to show a copy of it to clients and others as necessary. As an agent for the other lawyer for purposes of this agreement, we shall protect the confidentiality of all client data.
12. **Key person contact information:** The contact information for a person who will likely know my whereabouts is:
13. **Other contact information:** The contact information for the person designed as my:

A: Personal Representative in my Will is:

B: Attorney-In-Fact in my Power of Attorney is:

C: Entity officer in which I operate as a lawyer is:

1. **Information exchanged:** We have each provided the other with the following:
2. Law office entry permission and information
3. Professional calendar location and access
4. Client file information and access
5. Contact information for our professional liability insurance provider including the policy number
6. Contact information for key persons to be notified other than clients

This information shall be keep confidential and not accessed unless needed for purposes described in this Agreement.

1. **System testing:** We agree that once each month/quarter our backup systems shall be tested by us in order to be sure that the systems are functional.

Agreed to this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2015.

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Lawyer One Lawyer Two

Contact information Contact information

1. With compliance with [D.C. Rule 1.3, Comment 5](http://www.dcbar.org/bar-resources/legal-ethics/amended-rules/rule1-03.cfm) in mind, the information in this form is not intended as legal advice or ethics guidance for any particular situation. Legal advice and ethics guidance are case specific and are not provided by this form. No one should act upon any information in this form without careful consideration for the specific fact situation at hand, without careful analysis, and without the application of professional advice where appropriate. The information herein is provided only as general information. [↑](#endnote-ref-1)