
GATEKEEPER AGREEMENT

(sole practitioner)

This Agreement is made as of ***date***.

Between:

X (“the Lawyer”)
of *address*

and

M, (“the Gatekeeper”)
of *address*

Background:

- A. The Lawyer is a practicing lawyer in British Columbia.
- B. The Gatekeeper is the Lawyer’s [spouse, friend, office manager].
- C. “Law Practice” means all property, whether real or personal, that is related to or associated with the Lawyer’s law practice in any way, including but not limited to the office premises, furniture and equipment, bank accounts, and closed and open files
- D. The Lawyer wishes to put a plan in place for the management, sale or wind up and disposal of the Law Practice, if he/she is incapacitated or unable to manage the affairs of his Law Practice for any reason, except professional misconduct, or if he/she dies while still in practice.
- E. The Lawyer has appointed **Y** (“the Attorney/Trustee”) as the Law Practice Attorney under a Law Practice Power of Attorney executed by the Lawyer on *date* and as the Practice Trustee under a Will executed by the Lawyer on *date*. The Attorney/Trustee has accepted these appointments.
- F. The Lawyer has added the Attorney/Trustee as a signatory on the general and trust accounts of the Law Practice.
- G. The Lawyer has asked the Gatekeeper to hold certain documents and to determine when they may be released to the Attorney/Trustee pursuant to the terms of this Agreement, and the Gatekeeper has agreed to act in this capacity.

Terms of Agreement

In consideration of the mutual agreements contained in the Agreement, the parties agree as follows:

1. The Gatekeeper will hold the following documents in safekeeping:
 - (a) Law Practice Power of Attorney;
 - (b) Law Practice Coverage Agreement.
2. The Gatekeeper will notify the Attorney/Trustee that he/she is to take over the management, sale or wind up and disposal of the Lawyer's Law Practice, and will provide the Attorney/Trustee with the originals of the documents listed in paragraph 1 on the occurrence of one of the following:
 - (a) he/she is directed to do so by the Lawyer;
 - (b) the Lawyer is incapable of managing the affairs of the Law Practice; or
 - (c) the Lawyer has died.
3. The Gatekeeper will base the decision about the incapacity of the Lawyer on his/her own observations and on reliable sources, including one or more members of the Lawyer's immediate family, a written opinion of one or more medical doctors who have diagnosed or treated the Lawyer within one year preceding the date of incapacity or office staff with whom the Lawyer has maintained a close and continuous relationship prior to incapacity.
4. The Lawyer agrees that any costs associated with a determination of incapacity under paragraph 2(b) will be paid from an account of the Law Practice.
5. The Lawyer agrees to indemnify the Gatekeeper for all liability, damages, expenses, actions or claims whatsoever which the Gatekeeper may suffer or incur related in any way to decisions made in good faith by the Gatekeeper under this Agreement.
6. This Agreement may be terminated by any of the parties to it at any time, upon two weeks notice. Within a week after termination, the Gatekeeper will deliver to the Lawyer the originals and all copies of the documents listed in paragraph 1.

The parties have agreed to its terms and signed this Agreement as of the date written above.

SIGNED BEFORE ME)
at _____)
on _____)
_____)

_____)
the Lawyer

SIGNED BEFORE ME)
at _____)
on _____)
_____)

_____)
The Gatekeeper