

# Practice Resource

## Sample Associate Agreement

This sample agreement is intended as a starting point only. Modifications will be necessary to reflect individual circumstances. The responsibilities and obligations agreed to by each party may differ from the following. It is *not* intended that this agreement covers all possible circumstances.

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BETWEEN:

[Associate Name]  
(hereinafter “the Associate”)

AND:

[Firm]  
(hereinafter “the Firm”)

WHEREAS:

- (i) The Firm has leased office space for the practice of law at [address], and has furnished and equipped the office.
- (ii) The Associate wishes to practice law in association with the Firm at its premises.

THEREFORE, the Associate and the Firm hereby agree as follows:

1. Definitions:

- 1.1 “**Associate billings**” denotes the professional fees billed by either the Associate or the Associate’s portion of professional billings rendered by other lawyers in the firm.
- 1.2 “**Associate paid billings**” shall denote the Associate billings collected by the firm in any one month period less any negative outstanding balance of the Associate’s accrued draws.
- 1.3 “**Accrued draws**” shall denote the total of all draws paid to the Associate less all repayments thereof to the firm.
- 1.4 “**Unavoidable absences**” includes absences due to sickness, injury, and compassionate leave.

2. The Firm will provide to the Associate:
  - 2.1. furnished office for **[him/her]**
  - 2.2. furnished work station for **[his/her]** assistant
  - 2.3. reception services
  - 2.4. telephone and telephone answering services for the Associate and **[his/her]** assistant
  - 2.5. bookkeeping services
  - 2.6. use of:
    - 2.6.1. fax
    - 2.6.2. photocopier
    - 2.6.3. postage meter, with use charged to the Associate's clients and paid to the Firm.
  - 2.7. law library
  - 2.8. **[Quicklaw, e-carswell, Lexis-Nexis, etc.]** account[s], chargeable to the Associate's files
  - 2.9. use of boardroom
  - 2.10. stationery (including business cards)
  - 2.11. access to the firm's trust account (but not signing authority)
  - 2.12. Yellow Pages ad and **[group ads/website listing]**
  - 2.13. internal and external email
  - 2.14. precedent and macro system
  - 2.15. internet access
  - 2.16. excess liability insurance coverage of **[amount]**
  - 2.17. office cleaning
3. The Associate will be listed on the letterhead and business cards as part of the firm.
4. The Firm will:
  - 4.1. refer all "extra" clients to the Associate that **[he/she]** wishes to have

- 4.2. provide coverage on the Associate's files during any absence of the Associate. Unless otherwise agreed in writing, the Associate shall give the firm **[number]** months' notice of all absences save and except unavoidable absences.
- 4.3. have the Firm work on the Associate files at firm lawyer's regular hourly rate(s) due to the Associate's absences. The Associate shall bill this work out to the clients at the first opportunity.
- 4.4. provide reasonable amount of secretarial coverage if the Associate's assistant is away due to an unavoidable absence.
- 4.5. include the Associate and assistant in group medical, dental, long-term disability, life insurance and RRSP if they want it and at their expense
- 4.6. provide the Associate with a draw in the amount of **[\$amount]** per month until **[date]** and provided that the Associate's accrued draws will not exceed **[\$amount]**
- 4.7. provide a reasonable amount of assistance to the Associate
5. The Associate will be responsible for "associate expenses" as follows:
  - 5.1. purchasing **[his/her]** own computer
  - 5.2. paying **[his/her]** assistant's salary
  - 5.3. paying **[his/her]** own insurance, Law Society fees and dues
  - 5.4. paying for **[his/her]** own promotion over and above any promotions the Firm may choose from time to time to provide for the firm including group Yellow Pages and **[specify, e.g. internet/email/print communications, newsletters]**
  - 5.5. paying for **[his/her]** own Continuing Legal Education
  - 5.6. paying for all other expenses not listed herein
  - 5.7. paying the sum of **[\$amount]** per month to the Firm for all furnishings and services for the premises and equipment usage that the Firm provides to the Associate *[to be used in conjunction with 6(a)]*
6. (a) The Associate shall be entitled to the Associate's paid billings less all accrued Associate expenses (the "net associate's share"). The firm shall render a monthly accounting of the net Associate's share together with a cheque representing the net Associate's share no later than the 15<sup>th</sup> day of the month following.  
**[OR]**
  - (b) The Associate shall be entitled to **[number]**% of the Associate's paid billings, less all accrued associate expenses (the "net associate's share"). The firm shall render a monthly accounting of the net Associate's share together with a cheque representing the net Associate's share no later than the 15<sup>th</sup> day of the month following.

- 7. The effective date of this Agreement is **[date]**.
- 8. This agreement may be terminated by either party by written notice provided in person not later than one month prior to the date of termination. Termination of this agreement shall not affect any rights or responsibilities that may have arisen as of the termination date.

The undersigned **[Associate]** and **[Firm]** hereby sign the within Agreement for the purpose of binding themselves thereto.

SIGNED, SEALED AND DELIVERED )  
 on behalf of \_\_\_\_\_ )  
 in the presence of: )  
 )  
 \_\_\_\_\_ )  
 Name )  
 \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 Address )  
 \_\_\_\_\_ )  
 City )  
 \_\_\_\_\_ )  
 Occupation )

\_\_\_\_\_  
**[Associate]**

SIGNED, SEALED AND DELIVERED )  
 on behalf of \_\_\_\_\_ )  
 in the presence of: )  
 )  
 \_\_\_\_\_ )  
 Name )  
 \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 Address )  
 \_\_\_\_\_ )  
 City )  
 \_\_\_\_\_ )  
 Occupation )

\_\_\_\_\_  
**[Firm]**