

**AGREEMENT**  
**BY AND BETWEEN**  
**MANAGING ATTORNEY AND SPONSOR**<sup>1</sup>

This “**Agreement by and between Managing Attorney and Sponsor**” (the “Agreement”) is made and entered into by and between:

{*Full Name of Managing Attorney*<sup>2</sup>} \_\_\_\_\_,  
(the “Managing Attorney”), with offices located at {*Managing Attorney’s Address*}  
\_\_\_\_\_

and

{*Full Name of Sponsor*<sup>3</sup>} \_\_\_\_\_,  
(the “Sponsor”), with offices located at {*Sponsor’s Address*}  
\_\_\_\_\_

**RECITALS**

**WHEREAS**, Managing Attorney is a member in good standing of The Florida Bar;

**WHEREAS**, Managing Attorney has, in conjunction with the Sponsor, developed a legal services plan<sup>4</sup> which is the subject matter of this Agreement, to-wit, the {*Full Name of Plan*}  
\_\_\_\_\_  
(the “Plan”);

**WHEREAS**, Sponsor is eligible to provide the Plan for the benefit of its members by virtue of the fact that Sponsor meets the definitional requirements of *Group*<sup>5</sup> for the following reason {*provide reason*}:

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\_\_\_\_\_  
\_\_\_\_\_;

<sup>1</sup> See **Rule 9-2.2(b), Rules Regulating The Florida Bar**, (the “Rules”).

<sup>2</sup> As that term is defined in **Rule 9-1.3(f)** of the Rules.

<sup>3</sup> As that term is defined in **Rule 9-1.3(i)** of the Rules.

<sup>4</sup> As that term is defined in **Rule 9-1.3(e)** of the Rules.

<sup>5</sup> As that term is defined in **Rule 9-1.3(d)** of the Rules.

WHEREAS, {furnish additional "Recital", if required},

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

WHEREAS, {furnish additional "Recital", if required},

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

WHEREAS, {furnish additional "Recital", if required},

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

WHEREAS, Managing Attorney and Sponsor, hereinafter referred to, collectively, as the "Parties", intend and desire to enter into this Agreement on the terms and conditions hereinafter set forth.

**TERMS AND CONDITIONS**

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants, promises, and undertakings of the parties hereto, contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **INCORPORATION OF "RECITALS"**

The "RECITALS" portion of this Agreement, as more fully described above, is true and correct and is hereby incorporated into this Agreement as if fully set forth herein.

2. **DEFINITION OF "PLAN PARTICIPANT"**<sup>6</sup>

A Plan Participant<sup>7</sup> under the Plan shall mean {provide a detailed definition of who shall constitute a Plan Participant under the Plan}:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

<sup>6</sup> As required by and under **Rule 9-2.2(b)(1)** of the Rules.

<sup>7</sup> As that term is defined in **Rule 9-1.3(h)** of the Rules.





5. **GEOGRAPHIC AREA**<sup>10</sup>

The geographic area in which the legal services shall be performed under the Plan is as follows {provide a detailed description of the geographic area in which the legal services shall be performed under the Plan}:

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6. **PAYMENT OF FEES: SPONSOR TO MANAGING ATTORNEY**<sup>11</sup>

The Sponsor shall make payment of the following fees to the Managing Attorney under the Plan {provide the amount and method of payment of the fees to be paid to the Managing Attorney by the Sponsor under the Plan [IF N/A, SO INDICATE]}:

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7. **PAYMENT OF FEES: PLAN PARTICIPANTS TO MANAGING ATTORNEY**<sup>12</sup>

The Plan Participants shall make payment of the following fees to the Managing Attorney under the Plan {provide the amount and method of payment of the fees to be paid to the Managing Attorney by the Plan Participants under the Plan [IF N/A, SO INDICATE]}:

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<sup>10</sup> As required by and under **Rule 9-2.2(b)(4)** of the Rules.  
<sup>11</sup> As required by and under **Rule 9-2.2(b)(5)** of the Rules.  
<sup>12</sup> As required by and under **Rule 9-2.2(b)(6)** of the Rules.

8. **METHOD OF REVIEW AND RESOLUTION OF DISPUTES**<sup>13</sup>

Disputes and grievances arising by and under the Plan shall be reviewed and resolved as follows *{provide a detailed description of the method of review and resolution of disputes and grievances arising under the Plan}*:

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9. **METHOD OF TERMINATION**<sup>14</sup>

This Agreement may be terminated by the Managing Attorney or the Sponsor as follows *{provide a method of termination of the Agreement by either the Managing Attorney or the Sponsor}*:

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<sup>13</sup> As required by and under **Rule 9-2.2(b)(7)** of the Rules.  
<sup>14</sup> As required by and under **Rule 9-2.2(b)(8)** of the Rules.

10. {Furnish additional "Term and Condition", if desired}: \_\_\_\_\_

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11. {Furnish additional "Term and Condition", if desired}: \_\_\_\_\_

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12. {Furnish additional "Term and Condition", if desired}: \_\_\_\_\_

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16. {*Furnish additional “Term and Condition”, if desired*}: \_\_\_\_\_

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17. {*Furnish additional “Term and Condition”, if desired*}: \_\_\_\_\_

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18. {*Furnish additional “Term and Condition”, if desired*}: \_\_\_\_\_

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19. **AFFIRMATIVE STATEMENT**<sup>15</sup>

The following affirmative statement is hereby provided:

**The Plan Participant is the client under the Plan and, as such, the Sponsor will have no influence whatsoever over the attorney-client relationship established thereunder.**

20. **AFFIRMATIVE STATEMENT**<sup>16</sup>

The following affirmative statement is hereby provided:

**The Plan Participant is free to use a non-Plan attorney, either:**

[X one only]

a. **At the Plan Participant's own expense, or**

b. **With reimbursement to be provided by either the Managing Attorney or the Sponsor.**

21. **STATEMENT**<sup>17</sup>

The following statement is hereby provided:

**The Plan Participant may file a complaint regarding the operation of the Plan with:**

**Staff Counsel  
The Florida Bar  
651 E. Jefferson Street  
Tallahassee, Florida 32399-2300**

22. **DISCLAIMER ANNOUNCEMENT**<sup>18</sup>

The following disclaimer announcement is made:

**The Florida Bar does not guarantee in any way the success of the Plan and gives no assurances of the quantity or quality of the legal services to be provided thereunder. Total responsibility for the delivery of legal services under the Plan rests solely and entirely with the Sponsor and the Managing Attorney and the Plan Attorneys.**

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<sup>15</sup> As required by and under **Rule 9-2.2(b)(9)** of the Rules.

<sup>16</sup> As required by and under **Rule 9-2.2(b)(10)** of the Rules.

<sup>17</sup> As required by and under **Rule 9-2.2(b)(11)** of the Rules.

<sup>18</sup> As required by and under **Rule 9-2.2(b)(12)** of the Rules.

23. **CHAPTER 9, RULES REGULATING THE FLORIDA BAR**

Both Managing Attorney and Sponsor agree that, for any and all purposes, the operation of the Plan is subject to the jurisdiction of **Chapter 9** of the *Rules Regulating The Florida Bar*, (the “Rules”); and, including, but not limited to, the following:

a. As required by and under **Rule 9-2.2(a)(4)** of the Rules, any proposed change to be made in and to this Agreement shall be by an instrument in writing, executed by both the Managing Attorney and the Sponsor, and filed with the Committee<sup>19</sup>.

b. As required by and under **Rule 9-2.2(a)(5)** of the Rules, any such proposed change to be made to in and to this Agreement, as so described in **subparagraph a**, shall be implemented **only** upon approval thereof by the Board<sup>20</sup>.

c. As required by and under **Rule 9-2.2(a)(6)** of the Rules, the termination of and cessation of operations by the Plan shall be by an instrument in writing, executed by both the Managing Attorney and the Sponsor, and filed with the Committee within 10 days of any such termination and cessation of operations by the Plan.

d. As required by and under **Rule 9-2.2(a)(7)** of the Rules, the Plan shall be renewed in accordance with the provisions of **Rule 9-2.5** of the Rules.

e. As required by and under **Rule 9-2.2(a)(8) and Rule 9-2.2(c)(2)** of the Rules, **any and all** attorneys who agree to provide legal services to Plan Participants under the Plan shall complete any and all legal services undertaken for and on behalf of a Plan Participant to the extent of the benefits provided under the Plan in the event of the termination of the Plan.

f. As required by and under **Rule 9-3.1(c)** of the Rules, the Managing Attorney expressly agrees **not** to contract with any third party of whatsoever type or kind to perform any administrative activities regarding the Plan whatsoever.

24. **GOVERNING LAW**

This Agreement, and the rights and obligations of the Parties hereunder, shall be interpreted, construed, and enforced, by, under, and in accordance with, the laws of the **State of Florida**.

25. **EFFECTIVE DATE**

Notwithstanding any provision contained in this Agreement to the contrary, and regardless of the actual date upon which the Managing Attorney and Sponsor each so executes same, the Parties agree that all of the terms and provisions as so set forth in this Agreement shall become effective **only** upon approval of the Plan by the Board in accordance with the provisions of **Rule 9-2.1** of the Rules.

<sup>19</sup> As that term is defined in **Rule 9-1.3(c)** of the Rules.

<sup>20</sup> As that term is defined in **Rule 9-1.3(b)** of the Rules.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as follows:

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**MANAGING ATTORNEY:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Managing Attorney

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Type or Print Name of Managing Attorney

\_\_\_\_\_  
Witness Signature

Florida Bar No. \_\_\_\_\_

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Date

**SPONSOR:**

*{Full Name of Sponsor}*

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\_\_\_\_\_

\_\_\_\_\_  
Witness Signature

By \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Type or Print Name of Authorized Signatory

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Witness Signature

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Date

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Type or Print Witness Name