### CUSTODIAN ATTORNEY AGREEMENT

This Consent to Close Office (hereinafter “this Consent”) is entered into between[**name**], hereinafter referred to as “Planning Attorney,” [**name**], hereinafter referred to as “Custodian Attorney,” and[**name**], hereinafter referred to as “Alternate Custodian Attorney.”

References to “Custodian Attorney” shall include Custodian Attorney and Alternate Custodian Attorney.

1. I, [**name of planning attorney**)], authorize Custodian Attorney, and any attorney or agent acting on my behalf, to take all actions necessary to close my law practice upon my death or such disability, impairment, or incapacity that renders me mentally or physically unable to provide representation of my clients in accordance with Rules 13.04 and 13.05 of the Texas Rules of Disciplinary Procedure. These actions include, but are not limited to:

• Entering my office and using my equipment and supplies, as needed, to close my practice;

• Opening and processing my mail;

• Taking possession and control of all property comprising my law office, including client files and records;

• Examining client files and records of my law practice and obtaining information about any pending matters that may require attention;

• Notifying clients, potential clients, and others who appear to be clients that I have given this authorization and that it is in their best interest to obtain other legal counsel;

• Copying my files;

• Obtaining client consent to transfer files and client property to new attorneys;

• Transferring client files and property to clients or their new attorneys;

• Obtaining client consent to obtain extensions of time and contacting opposing counsel and courts/administrative agencies to obtain extensions of time;

• Applying for extensions of time pending employment of other counsel by my clients;

• Filing notices, motions, and pleadings on behalf of my clients when their interests must be immediately protected and other legal counsel has not yet been retained;

• Contacting all appropriate persons and entities who may be affected and informing them that I have given this authorization;

• Winding down the business affairs of my practice;

• Informing the Law Practice Management Department at [lpm@texasbar.com](mailto:lpm@texasbar.com) of where closed files will be stored and the name, address, and phone number of the contact person who can retrieve the files; and

• Contacting the Planning Attorney’s professional liability insurance carrier concerning claims and potential claims.

2. Custodian Attorney’s acceptance of appointment is not an assumption of representation of Planning Attorney’s clients or law practice. Rather, Custodian Attorney will have practical authority to act in a manner consistent with closing Planning Attorney’s practice and helping to ensure that clients are not harmed by the closure of the law practice. Custodian Attorney’s duties and responsibilities are limited to the services provided under this agreement and as otherwise permitted under part XIII of the Texas Rules of Disciplinary Procedure, or as additionally permitted by consent of a client or by order of a court that has taken jurisdiction of my practice. It is understood and agreed that Custodian Attorney will be subject to the same ethical duty under the Texas Disciplinary Rules of Professional Conduct as any other lawyer, which may include notifying a client of any professional misconduct or malpractice the Custodian Attorney discovers. However, the Custodian Attorney is not obligated to review client files for any such acts under part XIII or this agreement.

3. For the purpose of this Consent and taking control of my client files, Custodian Attorney may rely on credible third-party evidence to determine my death, incapacity, or disability, including, but not limited to, communications with my family members or representative or a written opinion of one or more medical doctors duly licensed to practice medicine, for which I consent to the release of otherwise protected health information. Upon such evidence, the Custodian Attorney has full authority to act on my behalf as provided in this Consent and is protected from liability when so acting as provided under part XIII of the Texas Disciplinary Rules of Procedure.

4. Custodian Attorney agrees to preserve client confidences and secrets and the attorney-client privilege of my clients and to make disclosure only to the extent reasonably necessary to carry out the purpose of this Consent. Custodian Attorney is appointed as my agent for purposes of preserving my clients’ confidences and secrets, the attorney-client privilege, and the work product privilege. This authorization does not waive any attorney-client privilege.

5. I agree to indemnify Custodian Attorney against any claims, loss, or damage arising out of any act or omission by Custodian Attorney under this Consent, provided the actions or omissions of Custodian Attorney were in good faith and in a manner reasonably believed to be in my best interest. Custodian Attorney shall be responsible for all acts and omissions of gross negligence and willful misconduct within the meaning of such protection under part XIII of the Texas Rules of Disciplinary Procedure.

6. In carrying out the provisions of this Consent, Custodian Attorney may, in their discretion, commence a proceeding for court jurisdiction over my practice under Texas Rules of Disciplinary Procedure part XIII.

7. My authorization and consent to allow Custodian Attorney to perform these and other services necessary for the closure of my law office do not require Custodian Attorney to perform these services. If at any time Custodian Attorney revokes this acceptance or is unable to assume their duties and obligations of this agreement, the Alternate Custodian Attorney shall act as primary Custodian Attorney. If, before my death, incapacity, or disability, my Alternate Custodian Attorney revokes this acceptance, Alternate Custodian Attorney shall promptly notify me. If, following my death or declaration of incapacity or disability, both Custodian Attorney and Alternate Custodian Attorney revoke this acceptance or are unable to assume duties and obligations under this agreement, my family, estate, or guardian should notify the Office of Chief Disciplinary Counsel and/or the Law Practice Management Department of the State Bar of Texas at [lpm@texasbar.com](mailto:lpm@texasbar.com).

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Planning Attorney Date

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Custodian Attorney Date

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Alternate Custodian Attorney Date