[Date]

[Co-Counsel Name]
[Law Firm Name]
[Address]
[City, State, Zip]

RE: Co-Counsel Association Agreement - [Client Name] - [Case/Matter Name]

Dear [Co-Counsel Name],

This letter confirms the agreement between [Your Law Firm Name] ("Lead Counsel") and [Co-Counsel Law Firm Name] ("Co-Counsel") regarding the joint representation of [Client Name] ("Client") in connection with [Description of Matter/Litigation].

1. Scope of Representation
The parties agree to act as co-counsel for the Client in the above-referenced matter. Lead Counsel shall have primary responsibility for the direction of the case, while Co-Counsel shall provide assistance in [Specific Areas of Responsibility, e.g., local procedure, discovery, or research].

2. Division of Fees
All legal fees collected in this matter shall be divided as follows:
- Lead Counsel: [Percentage]%
- Co-Counsel: [Percentage]%
This division is based on the proportion of services performed or the joint responsibility assumed by each firm, as permitted by the Rules of Professional Conduct.

3. Costs and Expenses
All out-of-pocket costs and litigation expenses shall be [advanced by Lead Counsel / shared proportionately / paid directly by Client]. Neither party shall incur any single expense exceeding $[Amount] without the prior written consent of the other party.

4. Client Consent
The Client has been informed of this association, the division of fees, and the roles of each firm. This agreement is contingent upon the Client providing written consent to this co-counsel arrangement.

5. Communication
The firms shall keep each other reasonably informed of all significant developments. Lead Counsel shall serve as the primary point of contact for the Client unless otherwise agreed.

6. Professional Liability Insurance
Each firm represents that it maintains professional liability insurance in an amount sufficient to cover its activities in this matter and shall maintain such coverage for the duration of the representation.

7. Termination
Either firm may withdraw from this association upon reasonable notice, subject to court approval if necessary and the protection of the Client's interests.

Please indicate your acceptance of these terms by signing below.

Sincerely,

[Your Name]
[Your Law Firm Name]

AGREED AND ACCEPTED:

_____
[Co-Counsel Name]
Date: _____