

[Date]

[Name of Managing Partner]  
[Name of Full-Service Law Firm]  
[Address Line 1]  
[Address Line 2]

**RE: Letter of Intent for Joint Venture - [Boutique Firm Name] and [Full-Service Firm Name]**

Dear [Name],

This Letter of Intent ("LOI") outlines the proposed terms for a non-binding strategic joint venture between [Boutique Firm Name] (the "Boutique") and [Full-Service Firm Name] (the "Full-Service Firm"), collectively referred to as the "Parties."

### **1. Purpose**

The Parties intend to combine the Boutique's specialized expertise in [Specific Practice Area] with the Full-Service Firm's broad resource base to better serve clients and pursue new business opportunities.

### **2. Structure of the Joint Venture**

The Parties propose to operate under a project-based joint venture model. Each firm shall remain an independent legal entity. Specific client engagements requiring the expertise of both firms will be governed by individual "Statement of Work" agreements.

### **3. Resource Sharing and Referral Fees**

The Full-Service Firm will provide administrative support and office space as needed for joint projects. Referral fees for new business brought by one Party to the other will be calculated at a rate of [Percentage]%, subject to local bar association ethics rules and client disclosure requirements.

### **4. Revenue and Cost Allocation**

Revenue generated from joint clients will be distributed based on the percentage of billable hours contributed by each firm, unless otherwise agreed upon in writing. Direct costs related to joint marketing or project-specific software shall be shared [Equal/Pro-rata].

### **5. Conflict Checks**

Both Parties agree to perform comprehensive conflict-of-interest checks prior to the formal acceptance of any joint engagement.

### **6. Confidentiality**

The Parties shall maintain the confidentiality of all proprietary business information and client data exchanged during the negotiation and operation of this joint venture.

**7. Term and Termination**

This LOI shall remain in effect for **[Number]** months. Either party may terminate negotiations or the joint venture arrangement with **[Number]** days' written notice.

**8. Non-Binding Nature**

This letter serves as a statement of intent and does not create a legally binding obligation, with the exception of the Confidentiality section above. A formal Joint Venture Agreement will be drafted upon mutual approval of these terms.

If these terms are acceptable, please sign and return a copy of this letter.

Sincerely,

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**[Your Name]**  
Managing Partner  
**[Boutique Firm Name]**

**Agreed and Accepted:**

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**[Name of Representative]**  
For **[Full-Service Firm Name]**  
Date: \_\_\_\_\_