



ATTORNEY REFERRAL FEE AGREEMENT

AND REFERRAL FEE DISCLOSURE AND CLIENT CONSENT

This form must be reviewed against the Rules of Professional Conduct of the applicable jurisdiction before use. Fee division and client consent requirements vary by state.

This Attorney Referral Fee Agreement and Referral Fee Disclosure and Client Consent (the "Agreement") is made this day of 20 (the "Effective Date") by and between the Referring Lawyer or Law Firm, the Handling Lawyer or Law Firm, and the Client identified below. The Referring Lawyer or Law Firm and the Handling Lawyer or Law Firm are each referred to as a "Party" and collectively as the "Parties."

I. THE PARTIES

Referring Lawyer or Law Firm (the party making the referral)

Name Bar No.
Address
City State ZIP
Email Phone

Handling Lawyer or Law Firm (the party receiving the referral)

Name Bar No.
Address
City State ZIP
Email Phone

Client

Name Matter
Address
City State ZIP
Email Phone

II. REFERRAL BUSINESS

This Agreement is determined by the Referring Lawyer or Law Firm's referral of the Client's business to the Handling Lawyer or Law Firm (the "Referral Business"). The Referral Business covered by this Agreement is described as follows.

III. TERM

Start Date. This Agreement shall (select one)

- ☐ Begin on the Effective Date.
- ☐ Begin on the date specified below.

Start date

- ☐ Other, as described below.

Description

End Date. This Agreement shall (select one)

- ☐ Terminate upon written notice to the other Party of at least the number of days stated below.

Days' notice

- ☐ Terminate on the date specified below.

End date

- ☐ Other, as described below.

Description

Termination of this Agreement shall not affect the obligation to pay any Referral Fee earned on a matter referred and accepted before the date of termination.

IV. TOTAL FEE

The total attorney fee the Client has agreed to pay the Handling Lawyer or Law Firm in the referred matter (the "Total Fee") is stated below. The Total Fee is governed by the separate written fee agreement between the Client and the Handling Lawyer or Law Firm.

V. REFERRAL FEE AND FEE SHARING

The Handling Lawyer or Law Firm shall pay the Referring Lawyer or Law Firm the following referral amount (the "Referral Fee").

The referral arrangement between the Referring Lawyer or Law Firm and the Handling Lawyer or Law Firm is determined as follows (select one)

- ☐ **Proportionate Services Referral.** The Referral Fee will be calculated based upon the proportion of services provided to the Client by each of the Referring Lawyer or Law Firm and the Handling Lawyer or Law Firm, and will be paid from the Total Fee. The amount will be calculated at the end of the representation and will be based upon the legal services provided to the Client by each lawyer or law firm involved in the representation beyond those services involved in initially seeking to acquire and being engaged by the Client.
- ☐ **Joint Responsibility Referral.** The Referral Fee is calculated based upon joint responsibility for the services provided to the Client by both the Referring Lawyer or Law Firm and the Handling Lawyer or Law Firm, and will be paid from the Total Fee. In accepting joint responsibility, the Referring Lawyer or Law Firm will make reasonable efforts to assure adequacy of the representation, provide adequate client communication, respond to Client questions, and assist the Handling Lawyer or Law Firm when necessary. The Handling Lawyer or Law Firm will keep the Referring Lawyer or Law Firm reasonably informed of the matter.

Percentage of Total Fee (Joint Responsibility only)

VI. CLIENT DISCLOSURE AND CONSENT

The Client consents to the terms of this referral fee arrangement prior to the time of the proposed referral or association between the lawyers. The Referral Fee shall come from the Total Fee that the Client pays to the Handling Lawyer or Law Firm and is not a fee for which the Client is directly responsible. Sharing of the Total Fee with the Referring Lawyer or Law Firm will not increase the fee the Client has agreed to pay to the Handling Lawyer or Law Firm.

VII. REPRESENTATION

The Client shall be represented by the Handling Lawyer or Law Firm, and the Handling Lawyer or Law Firm shall be the primary and only billing law firm for the Client in connection with this Agreement and the services rendered.

VIII. CLIENT ACKNOWLEDGEMENT

The Client acknowledges and understands that the Referring Lawyer or Law Firm and the Handling Lawyer or Law Firm are not in or a part of the same firm. The Client further acknowledges that the Total Fee to be charged is reasonable and is not unconscionable considering, among other things, the nature of the fee agreement, the legal expertise involved in the representation, the legal issues involved in the representation, and the amount of work and investment of resources necessary to prosecute the Client's case.

IX. COSTS AND EXPENSES

In addition to the Total Fee, the Client understands that any reasonable and necessary expenses actually incurred on behalf of the Client by the Referring Lawyer or Law Firm or the Handling Lawyer or Law Firm will be reimbursed to that lawyer or law firm out of the Client's portion of any recovery.

X. PAYMENT

The Referral Fee, and any lead amount if applicable, shall be paid by the Handling Lawyer or Law Firm to the Referring Lawyer or Law Firm as follows (select one)

- ☐ Within the number of days stated below after payment is collected from the Client.

Number of days

- ☐ Other, as described below.

Description

Payment shall be made in accordance with Section XI.

XI. PAYMENT CONDITIONS

Payment shall be made by the Handling Lawyer or Law Firm to the Referring Lawyer or Law Firm after collecting full payment for the services referred. If for any reason the transaction in connection with the Referral Fee is refunded or disputed, the Handling Lawyer or Law Firm shall be owed any and all Referral Fees paid to the Referring Lawyer or Law Firm. At the option of the Handling Lawyer or Law Firm, the owed amount arising from a dispute or refund shall either be applied against future Referral Fees or be repaid immediately by the Referring Lawyer or Law Firm.

XII. LEGAL COMPLIANCE AND TRUST ACCOUNTING

In compliance with the applicable state Rules of Professional Conduct and the ABA Model Rules of Professional Conduct, any and all Referral Fees noted herein shall be placed into a legitimate trust account distinct from the operating accounts of the Parties before any fees are paid to the Referring Lawyer or Law Firm pursuant to this Agreement. The Parties intend that this Agreement comply with ABA Model Rules 1.5 and 7.2 and the corresponding rules of the governing jurisdiction identified in Section XVI. No Referral Fee shall be paid unless the division of fees is disclosed to the Client and the Client consents in writing, as evidenced by the Client's signature below.

XIII. EXCLUSIVITY

Select one

- ☐ **Exclusivity.** The Referring Lawyer or Law Firm agrees to an exclusive arrangement to provide leads and referrals related to the Referral Business.

- ☐ **No Exclusivity.** This Agreement shall not be construed to be a commitment by either Party to work exclusively with the other regarding referrals of potential new business or any other business activities.

XIV. NON-CIRCUMVENTION

The Parties agree that all third parties introduced to one another represent significant efforts and working relationships that are unique to, and part of, the work product and intellectual capital of the introducing Party. Therefore, without prior written consent, the Parties agree to refrain from conducting direct or indirect business dealings of any kind with any third party so introduced, with the exception of third parties with whom either Party previously had a formal business relationship within the three years before the Effective Date of this Agreement. Nothing in this Section shall be construed to restrict the Client's right to select counsel of the Client's choosing or to restrict either Party's right to practice law.

XV. CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement, are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, shall not disclose any relevant confidential information to any third party, except for information that (a) is or will be in the public domain other than through the receiving Party's unauthorized disclosure, (b) is under an obligation to be disclosed pursuant to applicable laws or regulations, rules of any stock exchange, or orders of a court or other government authority, or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsel, or financial advisors regarding the transaction contemplated hereunder, provided that such persons shall be bound by confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by any employee, officer, staff member, affiliate, or other agent of a Party shall be deemed disclosure by that Party, which Party shall be held liable for breach of this Agreement. This Section is subject at all times to each lawyer's independent obligations regarding client confidences under the applicable Rules of Professional Conduct. This Section shall survive this Agreement for the maximum period allowed under state and federal law.

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state identified below, without giving effect to principles of conflicts of law, and subject to the Rules of Professional Conduct of that state.

State

XVII. SEVERABILITY

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be considered invalid, and all other provisions shall remain in full force and effect.

XVIII. ADDITIONAL TERMS AND CONDITIONS

XIX. ENTIRE AGREEMENT

This Agreement and the documents referenced within it constitute the entire agreement among the Parties and the Client with respect to the referral fee arrangement described herein and supersede all prior agreements, understandings, and negotiations between them regarding that subject matter.

SIGNATURES

By signing below, each signatory acknowledges having read and understood this Agreement and consents to its terms.

SIGNED this day of 20

REFERRING LAWYER OR LAW FIRM

Signature

Print Name

Date

HANDLING LAWYER OR LAW FIRM

Signature

Print Name

Date

CLIENT

Signature

Print Name

Date



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