

REFERRAL SERVICE AGREEMENT AND DECLARATION

This document should be read in conjunction with the “Rules of Operation.”

The Lawyer Referral Service (LRS) of Gay & Lesbian Advocates & Defenders (GLAD) acts as a conduit for members of the public seeking the services of qualified attorneys by providing them with the names, phone numbers and addresses of LRS attorneys. The applicant is applying for membership in the LRS. In exchange for receiving LRS referrals, the applicant attorney agrees to the following conditions and covenants:

1. The applicant represents that she or he has received, read, and is familiar with all of the Rules of Operation of the LRS (“Rules”); agrees to abide by the Rules; and agrees to abide by the qualifying procedures as set forth under the Rules. The applicant further represents that she or he has read, is familiar with and abides by the State Bar Rules of Professional Conduct in each New England state in which the applicant is admitted to the Bar and practices.
2. The applicant is licensed to practice law in one of the New England states.
3. The applicant will personally conduct the initial consultation with each client referred by the LRS. If the applicant has the practice of charging clients for initial consultations, the applicant will make this clear to the client prior to their first meeting. The applicant will also establish in advance with the client or during their initial consultation whether further compensation is to be sought from the client.
4. If the applicant cannot or chooses not to represent a client referred by the LRS, he or she will refer the client back to the LRS. The applicant understands that he or she may not refer the client to another attorney, even one in his or her firm or practice, unless the attorney to whom the client is referred is an LRS member and notifies the LRS that he or she will be representing the client.
5. The applicant will not charge clients referred by the LRS a fee for legal services in excess of the fees charged for similar work done for the attorney’s other clients. The fee charged to clients referred by the LRS shall not be increased by reason of the applicant’s obligation to remit his or her registration or referral fees.
6. The applicant will immediately notify the LRS if she or he becomes ineligible or disqualified from membership in the LRS because he or she is no longer able to abide by this agreement or because the representation made in this agreement are no longer true, or if the applicant becomes unable to accept referrals from the LRS.
7. The applicant will notify the LRS within 10 days of actual notice if he or she is admonished, publicly reprimanded, suspended, disbarred, or otherwise found to have committed wrongdoing by the State Bar, Board of Bar Overseers, or like organization in any state. Such sanctions may be grounds for termination of the applicant’s membership in the LRS.
8. The applicant agrees to inform the LRS immediately of any past disciplinary proceedings by the State Bar, Board of Bar Overseers or like organization which were concluded in a manner adverse to him or her (including matters closed by private reprimand).
9. The applicant authorizes the State Bar, Board of Bar Overseers, or like organization in the state(s) in which the applicant practices to release any and all information to the LRS regarding any disciplinary proceedings which resulted in sanction involving the applicant.
10. The applicant agrees that any disciplinary proceedings by a State Bar, Board of Bar Overseers or other like organization which resulted in sanction may be disclosed to any potential client seeking a referral through the LRS prior to making said referral.

11. The applicant represents that she or he is licensed to practice in each of the New England states for which he or she is seeking referrals; is not currently the subject of any State Bar, Board of Bar Overseer, or like organization's disciplinary proceedings other than those disclosed; and has not received any undisclosed adverse action by the State Bar, Board of Bar Overseers, or like organization. If the applicant cannot make these representations, he or she must attach a complete explanation.

12. The applicant agrees to waive any and all claims against GLAD, its Executive Director, Board of Directors, volunteers, members, employees, agents and all persons acting on its behalf for any liability or loss arising out of the operation of the LRS or the referral of the clients hereunder. The applicant agrees to indemnify and hold harmless, Park Square Advocates, Inc., d/b/a GLAD, GLAD's employees, volunteers, Board of Directors, members, agents and all persons acting on its behalf from any and all claims, demands, actions, liabilities, expenses or losses whatsoever, including but not limited to those resulting in whole or in part, directly or indirectly, from the applicant's handling of any LRS referral or by applicant's failure to comply with any provision of this Agreement and Declaration.

13. The applicant has posted a bond or has a policy of error and omissions malpractice insurance in the amount of at least \$250,00/\$500,000 and agrees to provide proof of such bond or insurance to the LRS.

14. The applicant agrees to complete an application to qualify for membership in the LRS.

15. The applicant agrees to represent LRS clients (except pro bono) only in those areas of practice for which he or she meets the experience requirement described in the Referral Attorney Application (i.e., the applicant certifies that he or she has substantive experience and is competent to represent clients in those areas of practice).

16. The Applicant agrees to remit referral fees in accordance with the guidelines described in Article 3, section I of the Rules within 30 days of receipt of payment, **unless the rules of the bar association in the state where the attorney practices does not permit payment of this referral fee.**

17. The applicant agrees to submit annually, or at the request of the LRS staff, the attached form or like form on the disposition of all LRS referrals, **unless the rules of the bar association in the state where the attorney practices does not permit payment of this referral fee.**

WAIVER

I hereby authorize the Board of Bar Overseers (BBO) (or like organization) for this state to release to the Lawyer Referral Service of Gay & Lesbian Advocates & Defenders information on any and all proceedings that have been commenced against me by the BBO within the past five years. This does not include complaints that have not resulted in the commencement of disciplinary proceedings. I understand that applicants who have been disciplined within the last five years and not reviewed by the Lawyer Referral Service Committee will not be accepted until after a satisfactory review by the Committee. Current panelists who are under current discipline will be suspended until after a favorable review by the Lawyer Referral Service Committee.

I DECLARE UNDER THE PENALTIES OF PERJURY THAT ALL THE FOREGOING IS TRUE AND CORRECT.

Print Name: _____ BBO # (if applicable): _____

Signed: _____

Executed at _____ on this _____ day of _____, _____.