

# Allegheny County Bar Association

*Raising the Bar  
on Legal and Community Service*

# Lawyer Referral Service Membership Agreement

Koppers Building, 436 Seventh Ave., 3rd Fl., Pittsburgh, Pennsylvania 15219

1. I certify that the information contained in my application for membership with the Lawyer Referral Service is true and correct to the best of my knowledge. I understand that if any of the information which I have provided is false, I may be removed from the Lawyer Referral Service (LRS) panel or panels. I further agree to promptly provide LRS with any changes to the information listed above while I am a participating panel member in the LRS program.
2. I understand that I must abide by the Rules and Procedures promulgated by the Lawyer Referral Service. Additionally, I understand that a violation of these rules may result in removal from the Lawyer Referral Service panel(s).
3. I certify that I currently carry professional liability insurance and that I will maintain my insurance coverage so long as I remain a participating member of LRS. If I terminate my coverage, I will immediately notify the LRS at which time my name will be withdrawn from the LRS referral panel(s). I agree to keep a current copy of my professional liability insurance policy on file with the LRS office. I understand that if the LRS office is not notified of my renewal, I will be removed from the LRS panel(s) until such notification is provided. (Please enclose proof of professional liability insurance with this application.)
4. I understand that panel membership dues are \$150.00 if I am a current member in good standing with the ACBA, and \$350.00 if I am not a member in good standing of the ACBA. These dues are annual and I agree to pay the same as long as I am a member of the LRS. I understand that failure to pay annual membership dues will result in my name being withdrawn from the LRS panel(s). I further understand and agree to pay a fifteen percent (15%) referral fee to the Allegheny County Bar Association for all fees which exceed three hundred dollars (\$300.00) from cases which were referred to me by the LRS. I agree not to increase the cost of legal services performed for a client referred to me by the LRS to cover any fees or costs associated with membership in the Lawyer Referral Service. Membership dues and fees paid in the Lawyer Referral Service of the Allegheny County Bar Association and the required remittance are not deductible as charitable contributions for Federal Income Tax purposes. However, both may be deducted as business expenses.

5. I certify that I am competent to handle legal matters in the areas for which I have indicated on my application. On determining competency, the standard shall be the definition of legal competence employed by the American Law Institute-American Bar Association Committee on Continuing Professional Education. The ALI-ABA definition states:

A competent lawyer is one who consistently performs legal services that he or she is hired or assigned to perform in a way that fills the clients' needs in a reasonable time, at a reasonable cost, and in keeping with relevant standards of professional behavior and responsibility.

6. I recognize the LRS as a means and opportunity to enable the legal profession to render better service to the public and, accordingly, agree to give consideration to the client's ability to pay, along with the other factors which I may use to determine my fee.

7. I certify that I have not been suspended from the practice of law nor found to be in violation of the Pennsylvania Code of Professional Responsibility during the past year. In the event I am suspended from the practice of law for any reason, I agree to notify the LRS immediately of said suspension.

Name \_\_\_\_\_ Date \_\_\_\_\_

**RELEASE FROM LIABILITY:**

I understand that the information contained in my LRS application may be provided to clients and I hereby give my consent thereto. I will in no event hold the Allegheny County Bar Association or any officer or committee member to any liability whatsoever in connection with information released by the Lawyer Referral Service.

I agree to indemnify and save harmless the Allegheny County Bar Association and its Lawyer Referral Service from any and all liability, damages and/or expenses, including attorney fees, incurred by it as a result of any claim, demand, cost or judgment arising out of my representation of any client referred to me pursuant to this agreement or any claim, demand, cost or judgment made by co-counsel in the matter.

Name \_\_\_\_\_ Date \_\_\_\_\_