

**ATTORNEY APPLICATION
LAWYER REFERRAL SERVICE OF THE
PALM BEACH COUNTY BAR ASSOCIATION
1601 Belvedere Road, Suite 302 East
West Palm Beach, FL 33406
(561)687-3266; FAX (561)687-9007**

I hereby apply for membership in the Lawyer Referral Service (LRS) of the Palm Beach County Bar Association and submit the following information:

Florida Bar Number: _____

1. Name: _____

2. Address: _____

3. Phone: _____ FAX No: _____ E-Mail Address: _____

4. Month and Year Admitted to The Florida Bar: _____
(must have been admitted to The Florida Bar for at least one year)

5. Member of the Palm Beach County Bar Association: _____ Yes _____ No
Member of the South County Bar Association: _____ Yes _____ No

MEMBERSHIP IN ONE OF THE ABOVE IS REQUIRED

6. Law School and Graduation Date: _____

7. Admitted to practice in:
States: _____
Courts: _____

8. Do you speak any foreign languages, and if so, which ones? _____

9. Other than your disclosure to The Florida Bar in your application for admission, are there or have there been in this state or elsewhere any (1) criminal convictions (2) disbarment proceedings or (3) disciplinary proceedings brought against you? If so, please provide a copy of the disposition of those proceedings. _____ Yes _____ No

10. Please check no more than FIVE (5) areas of law practice in which you are competent to receive referrals. Please also check the sub-categories which you are able to handle. Please also indicate the number of years of experience you have had in these areas.

AREA OF PRACTICE

YEARS OF EXPERIENCE

Administrative	_____
Admiralty/Maritime	_____
Appellate	_____
Civil	_____
Criminal	_____
Bankruptcy	_____
Business - Corporations/Partnerships	_____
Constitutional Law	_____
Baker Act	_____
Civil Rights	_____
Harassment	_____
Libel/Slander	_____
Collections	_____
Consumer	_____
Contracts, Warranties	_____
Consumer Credit/Repos/Garnishment	_____
Lemon Law	_____
Contracts	_____
Criminal	_____
Traffic Violations	_____
DUI	_____
Felony	_____
Misdemeanor	_____
Dental Malpractice	_____
Domestic & Family	_____
Adoption	_____
Child Custody/Visitation	_____
Child Support	_____
Dissolution/Separation/Annulment	_____
Guardianship	_____
Name Change	_____
Paternity	_____
Estates, Wills, Trusts	_____
Living Trusts	_____
Living Wills	_____
Franchise Law	_____
Immigration/International	_____
Insurance	_____
Juvenile Problems	_____
Labor Relations (for employees)	_____
Landlord/Tenant	_____
Legal Malpractice	_____
Medical Malpractice	_____
Military/Veteran's Benefits	_____
Negligence/Personal Injury	_____
Defense	_____
Plaintiff	_____
Patents, Copyrights & Trademarks	_____
Pension Law	_____
Products Liability	_____

Real Estate _____
 Condo Law _____
 General - Purchase/Sale/Closing _____
 Homeowner's Association _____
 Landlord/Tenant _____
 Mobile Home Law _____
 Mortgage Foreclosure _____
 Zoning _____
 Social Security/Disability, Medicare/Medicaid _____
 Securities _____
 Taxation _____
 Trial Practice - General/Civil _____
 Workers' Compensation _____
Miscellaneous:
 Aviation Law _____
 Construction Law _____
 Entertainment & Sports Law _____
 Environmental Law _____
 Elder Law _____
 Other areas not covered above: _____

PROFESSIONAL LIABILITY INSURANCE

In compliance with the Rules of the Lawyer Referral Service, Article I, Section 2(f), I represent that I am covered, and **will continue** to be covered, by professional liability insurance with liability limits of not less than \$100,000. If for some reason my insurance becomes inactive, I will contact the LRS staff immediately.
(Please attach the declaration page from your policy).

Policy Number _____
 Company Name _____
 Expiration Date _____

Under penalties of perjury, I certify that I am competent to handle cases in the areas of law which I have indicated above. I agree to abide by the rules and regulations of the Palm Beach County Bar Association's Lawyer Referral Service. Any misrepresentation will be grounds to suspend or remove me from the Service.

I enclose my check for \$125.00 made payable to the Lawyer Referral Service for payment of the annual membership fee as provided by the regulations governing the LRS. **I further agree to remit promptly to the Service 10% of each fee over \$100 received from matters which were referred by the LRS as well as the \$30 consultation fee paid by the client.**

 Signature/Date

**RULES OF THE LAWYER REFERRAL SERVICE
OF THE PALM BEACH COUNTY BAR ASSOCIATION**

OBJECTIVES

The primary purpose of the Lawyer Referral Service of the Palm Beach County Bar Association is to provide a method whereby any person who can afford to pay a reasonable fee for legal advice or representation, and who does not have a lawyer, may be referred to a member of the Service who is available to give a brief consultation for a reasonable fee, and, where necessary, to furnish additional legal services on a reasonable fee basis. A further objective of the Service is to acquaint lawyers with the fact that the needs of some clients suggest the use of a deferred payment plan to fulfill their obligation.

ARTICLE I

Organization of the Service

1. All members in good standing of The Florida Bar for a minimum of one year and who are members of either the Palm Beach County Bar Association or the South Palm Beach County Bar Association, and who maintain a permanent, physical office in Palm Beach County, are eligible for membership in the Service.
2. A lawyer may apply for membership by filing an application. Upon admission to membership, the member agrees:
 - (a) to pay an annual non-refundable registration fee as set by the Board of Directors.
 - (b) to pay an additional 10% of each fee over \$100 received from matters referred by the Service. All fees will be used to defray the costs of operation of the Service.
 - (c) to personally grant an initial half-hour consultation to a referred to a client for no charge, unless otherwise provided by law or the Rules of the Service. The attorney must maintain an office; client interviews cannot be conducted in a home.
 - (d) to charge for further services only as agreed upon with the client in keeping with the stated objectives of the Service and the client's ability to pay.
 - (e) to report promptly to the Service on forms to be furnished by the Service the disposition or status of the referral as well as remitting the referral fee to the Service. It is the attorney's responsibility to collect the referral fee. If the attorney fails to collect the fee from the client, the attorney is required to submit that fee to the service.
 - (f) to maintain, and continue to maintain, malpractice (E & O) insurance in the minimum amount of \$100,000, to furnish a copy of the declaration page of the insurance policy or a certificate of the insurance to the Board and its designated representative and to hold harmless the Palm Beach County Bar Association, the Association's officers, directors and employees, harmless from any and all claims and/or liability against it by a referred client for any reason including without limitation on account of the member's alleged negligence or mistake or any act of a claim of failure to supervise the attorney by the Lawyer Referral Service.
 - (g) to accept referrals in at least one (1) but not more than five (5) of the areas of practice listed on the application.

ARTICLE II

Operation of the Service

1. The Service shall be staffed by one or more personnel who shall be employees of the Palm Beach County Bar Association and function under the supervision of the Board of Directors of the Palm Beach County Bar Association. One employee shall be the Executive Director of the Palm Beach County Bar Association who will be the administrator of the LRS, whose responsibility will be to administer the Service.
2. The staff shall maintain a separate list of members for each area of practice specified in Article I, paragraph 2(f). Prospective clients shall be interviewed by telephone and if legal services are requested, the staff shall refer the client to a member on the appropriate list.
3. Assignment of referral clients shall be by rotation from the appropriate list unless the client shall decline to be referred to a particular member, in which case, the client shall be referred to the next member on such list. Any member passed over in this manner shall remain in the same position on such list.
4. If the referrer ascertains that a person being interviewed is presently represented by a lawyer in the same matter, the member to whom the referral is made shall be informed of the circumstances and shall be governed by the Rules Regulating The Florida Bar.
5. The referrer shall give the client one name of an attorney to schedule an appointment with a member, and upon making such an appointment, the attorney will collect the Referral Fee, as set by the Board of Directors from time to time (presently \$30) to be remitted to the LRS for its operating expenses. **If the Referral Fee is not collected from the client, the attorney is still responsible for remitting the Referral Fee to the Service.** The member receiving the referral shall then go to the back of the list. However, if by reason of the client's failure to keep the appointment or otherwise consult the member, the member may so advise the referrer and the member shall be returned to his or her position on the list.
6. No referrals shall be made to a member who fails to comply with any of the provisions of Article III, Paragraph 2. The Lawyer Referral Service staff shall notify a member in writing of any non-compliance, specifically describing the nature of such member's non-compliance and, upon compliance as determined by the Administrator or the Administrator's delegate, such member shall again become entitled to receive referrals.
7. A member shall not refer an initial consultation referred by the Service to another lawyer who is not an LRS panel member. If for some reason, he or she is not able to assist that client, the member should refer the client back to the LRS for another referral. However, a member may permit a law firm associate, partner or professional association member to conduct the necessary legal services under such member's guidance, if the assisting lawyer is also a member of the Service and on the same area of practice list.
8. Any client who is referred to any attorney who is unable to represent that client because of a conflict of interest, or a referral in an area of law practice with which that attorney is not familiar, or other similar reason can be referred to a second attorney at no additional charge. Any client who receives an appointment with one attorney and requests a refund will be offered another appointment. If the client does not want another appointment, the client must address their complaint in writing to the LRS who will make a decision as to whether or not a refund will be granted.

9. If a Lawyer Referral Service member leaves a firm and leaves the Lawyer Referral cases with the firm after his/her departure, he/she will be responsible for ensuring that the status of all cases is reported to the Service and any fees due the Service are remitted in a timely manner. Former panel members will continue to receive the Outstanding Monthly Report and it will be their responsibility to contact their former firm and ask them to report the status of the cases to the Bar and send any fees due the Service.

ARTICLE III

Removal from the Service

1. No member of the Service shall be removed from membership in the Service without having been afforded notice and an opportunity to be heard by the Board and an opportunity to show cause why such a member should not be removed.
2. A majority of the Board may remove or suspend a member from the Service for cause upon the following grounds:
 - a. Failure to pay dues, remit the percentage fee referred to in Article I (2)(b), or remit the Referral Fee referred to in Article II(5).
 - b. Consistent unavailability for any reason.
 - c. Consistent refusal to make or keep appointments with referred clients.
 - d. Failure to comply with the Rules Of The Lawyer Service Of The Palm Beach County Bar Association.
 - e. Failure to meet the qualifications for membership in the Service.
 - f. Incompetence or malpractice.
 - g. Suspension or disbarment from The Florida Bar.
3. When probable cause has been found at a local grievance committee level against an LRS member, the Service shall be required by The Florida Bar to temporarily suspend that member from receiving referrals until such matter is resolved.
4. A member may at any time withdraw from membership upon written notice to the Committee, but a resigning member shall not be thereby relieved of obligation in connection with any referred matter. A resigning member shall not be entitled to a refund or any portion of the membership fee.

ARTICLE IV

Acknowledgment and Report of Referrals

The panel member will complete and return the referral fee and referral report, forwarded by the Service, within two weeks after each referral. If the panel member fails to collect the referral fee from the client, that member is responsible for paying the referral fee to the Service.