



LAWYER REFERRAL SERVICE

Application & Agreement

I am currently a member of the Indianapolis Bar Association:
 Yes No (required for participation; Join at indybar.org/join.)

I am a member in good standing with the Indiana Supreme Court, and a member in good standing in every Bar to which I have been admitted:
 Yes No

Check programs for which you are applying:

- Lawyer Referral Service Criminal Law Modest Means Panel Family Law Modest Means Panel

Mr. Mrs. Ms. First: _____ MI: ____ Last: _____

Firm/Business Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Office Phone: () _____ - _____ Fax: () _____ - _____

Cell/Other Phone (optional): () _____ - _____

Email: _____

I speak and am willing to accept clients who speak the following foreign languages and/or American Sign Language:

My Professional Insurance Carrier: _____

Professional Liability Insurance Policy #: _____ Policy Expiration Date: _____

Coverage amount: \$ _____

Professional liability insurance declaration page must be submitted with application.

- Required minimum coverage:
- Lawyer Referral Service: \$1M per claim/\$1M aggregate
 - Modest Means Only: \$500,000 per claim/\$500,000 aggregate

CASE TYPES

Select the overall categories below to describe the types of cases for which you will accept referrals.
Within the categories, please * all the types of cases you would like referred.

Lawyer Referral Case Types

APPELLATE LAW

- Appeals (All Courts)
- Civil Appeals Federal
- Civil Appeals State
- Consumer Protection
- Criminal Appeals Federal
- Criminal Appeals State
- Disability
- Driver's License/Car Registration

BUSINESS LAW

- Business Financing
- Business Formation and Dissolution
- Business Tax
- Communications and Media
- Contracts
- Corporations/Partnerships
- Franchising
- Income Tax
- Sales of Business
- Securities

BUSINESS LITIGATION

- Director and Officer Relationships
- Fiduciary Relationships
- Fraud
- Infringements
- Non-Competition and Trade Secrets
- Ownership Disputes
- Unfair Competition
- White Collar Crime

CIVIL RIGHTS

- 1983 Et Seq
- Americans with Disabilities Act
- Housing

CRIMINAL LAW

- Burglary
- Capital Crimes
- Commercial Drivers Licence
- Domestic Violence
- Drugs
- Drunk Driving
- Expungements
- Felonies
- Grand Jury
- Juvenile Criminal Law
- License Reinstatement
- License Suspension
- Misdemeanors
- Parole/Pardon/Probation
- Post-Conviction
- Search and Seizure
- Sex Offenses
- Shoplifting
- Theft and Fraud
- Traffic Violations

- Victims of Crime

DEBTOR/CREDITOR

- Chapter 11
- Chapter 13
- Chapter 7
- Collection
- Collection Harassment
- Consumer
- Credit Reports
- Creditor's Rights
- Small Claims

DOMESTIC & FAMILY LAW

- Adoption
- CHINS
- Cohabitation Agreements
- Collaborative Law
- Custody/Support Issues
- Divorce
- Guardianship/Power of Attorney
- Juvenile Emancipation
- Juvenile Non-Criminal
- Legal Separation
- Name Change
- Paternity
- Post Decree
- Pre-nuptial/Post-nuptial
- Protective Order
- Restraining Order
- Termination of Parental Rights

EDUCATION LAW

EMPLOYMENT LAW

- Employment Agreements
- Employment Discrimination
- Harassment
- Labor Law - Employee
- Labor Law - Management
- Unemployment Benefits
- Workman's Compensation
- Workplace Citations (IOSHA)
- Wrongful Termination

ENVIRONMENTAL

- Chemical Exposures
- Cleanup
- Government Enforcement
- Insurance Claims
- Permits
- Property Contamination
- Property Transfers

IMMIGRATION

- Citizenship
- Deportation

- Work Visas

INSURANCE/PENSIONS

- Auto
- Business/Commercial
- Disability
- Fire Claims
- Hail Claims
- Homeowner's Insurance
- Insurance Contracts
- Life Insurance/Annuities
- Medical/Dental/Optomety
- Pension/Insurance Contracts/ERISA
- Water/Flood Claims

INTELLECTUAL PROPERTY

- Computer Law & Licensing
- Copyright/Trademark
- Entertainment
- Patent

INTERNATIONAL LAW

LIABILITY/NEGLIGENCE

- Consumer Protection
- Dental Malpractice
- General Civil Litigation
- Legal Malpractice
- Libel/Slander
- Medical Malpractice
- Motor Carrier
- Nursing Home Negligence
- Personal Injury
- Product Liability/Lemon Law
- Property Damage
- Public Authority Liability
- Toxic Torts & Class Actions
- Wrongful Death

MEDICAID

MILITARY/VETERAN'S AFFAIRS

PROBATE/ESTATE PLANNING

- Elder Law
- Estate Administration
- Estate Planning
- Guardianship/Power of Attorney
- Medicare
- Personal Taxes
- Probate
- Special Needs Trust
- Trust
- Will Contests
- Wills

PROFESSIONAL LICENSING

REAL ESTATE

- Buying/Selling Property
- Commercial Real Estate
- Condemnations
- Construction Problems
- Easements
- Eminent Domain
- Foreclosure
- Foreclosure Defense
- Foreclosure for Lender
- Landlord Issues with Tenant
- Leases
- Mechanics Lien
- Mortgages
- Representation of Buyer
- Representation of Seller
- Tenant Issues with Landlord
- Water/Lake/Riparian Rights
- Zoning Annexation

SOCIAL SECURITY

Modest Means Case Types

FAMILY LAW

- Adoption
- Children in Need of Services (CHINS)
- Cohabitation Agreements
- Collaborative Law
- Custody
- Divorce
- Emancipation
- Guardianships
- Juvenile Court Issues
- Legal Separation
- Name Change
- Parenting Time
- Paternity
- Post Decree Modification
- Prenuptial / Postnuptial
- Protective Orders
- Restraining Orders
- Support
- Termination of Parental Rights

CRIMINAL LAW

- Misdemeanors
- Sex offenses
- Habitual traffic violator
- Traffic cases located at Traffic Court
- Domestic violence cases
- Driving while intoxicated
- Major felony cases (D felonies or less filed in major felony courts)
- D felony cases
- Probation violations



LAWYER REFERRAL SERVICE AGREEMENT

Membership Fee — Annual Lawyer Referral Service membership fee is \$250. Payment of fee is required to be submitted with this Application and Agreement. This fee entitles me to receive full-fee LRS referrals and participate in any subsidiary program of LRS, including Modest Means programs, until October 1 of the current calendar year.

Membership — I am a member of the Indianapolis Bar Association and maintain a full-time law practice with normal business hours.

Good Standing — I hold a valid license to practice law in the state of Indiana, and will maintain that license as an attorney of good standing with the Indiana Supreme Court throughout the term of this agreement. I represent that I am competent to provide representation in all areas for which I have requested referrals from the Indianapolis Bar Association's Business Builder program. Competent representation requires that legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Obligations — I agree to remit to the IndyBar ten percent (10%) of any fee generating One Hundred Dollars (\$100.00) or more within fifteen (15) days. I understand that the failure to pay fees due may result in removal from the Panel. This financial obligation survives the expiration or early termination of this Agreement. I understand if I fail to pay the IndyBar any fees that I may be sued by the IndyBar for the amount due and owing. I agree that such a suit may only be filed in the state courts of Marion County, Indiana. I agree that if the IndyBar is successful in a law suit against me that I will pay the IndyBar's attorney fees and costs of collection. I further agree that the IndyBar staff may contact any client referred to me under this Agreement for the sole purposes of determining the "fee-payment" status of the case or to evaluate the IndyBar's staff customer service. (This financial obligation is waived in Modest Means cases.)

Status Reports — The IndyBar staff will provide to panelists monthly status reports, detailing new referrals and pending matters. I agree to complete each status report and return it to the IndyBar staff within fifteen (15) days of receipt thereof. I will keep accurate records of all cases sent and fees earned from the LRS and will promptly respond to case status requests or other inquiries by the staff, written or oral, regarding referrals.

Malpractice Insurance — I understand that professional liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per incident/aggregate is a condition for participation in these programs. Modest Means only: \$500K per claim/\$500K aggregate. I agree to carry and maintain such insurance, and a copy of the declaration page of such insurance is attached to this application. I further understand and agree that in the event I cease participation in these programs, but retain cases assigned from the programs, I must continue to carry and maintain such insurance and provide a copy of the declaration page. I am relieved of this obligation once I have closed all cases assigned through these programs.

Rules and Regulations — The Lawyer Referral Service and panel members are governed by the Rules and Regulations of Operations, a copy of which should be reviewed online at www.indybar.org/lrsregs. The Rules and Regulations of Operation are expressly incorporated in and made a part of this Agreement as though fully set forth herein.

SEC Endorsement — Referral for employment involving the Securities and Exchange Commission is excluded. SEC referrals, if requested, will require Panel members to give evidence of coverage, with minimum coverage as provided in the previous paragraph, applicable to the liability arising out of the handling of SEC matters.

Referral Process — I understand that the staff will give the name and phone number of the Panel members on a rotating basis, based upon the area of law and, if requested, the location of the attorney's office. All fees shall be by agreement between the referred person and the member lawyer and shall be reasonable as defined by the Rules of Professional Conduct or as set by the Modest Means program parameters.

Rejection of Referral — If I reject a client, I cannot refer the client to another lawyer, but must return the client to the IndyBar staff. Further, I agree not to refer any accepted client to any other lawyer or to retain any other lawyer as co-counsel, unless I refer the case to someone in my own office who is also a Panel member, or obtain an agreement in writing directed to IndyBar from the next attorney or co-counsel that he or she understand the terms of this Agreement and agrees in writing to abide by the terms hereof. Notice of any referral or retention of co-counsel must be sent to the IndyBar in writing within ten (10) days of any such referral or retention, must include the lawyer's name, address, telephone number and a copy of the lawyer's written understanding of the terms of this referral.

Removal from Panel — I acknowledge that I have read these Rules and Regulations of Operation and agree to abide by the terms and conditions contained therein. I understand that any misrepresentation on this Application, failure to comply with any terms of this Agreement, or failure to abide by the Rules and Regulations of Operation may result in my removal from the panel.

Continued on next page.

LAWYER REFERRAL SERVICE AGREEMENT
(Continued from previous page)

MODEST MEANS (Please indicate the maximum number of cases of each type you would like to receive each month.)
_____ Family Law _____ Criminal Law

Client Fees — An attorney participating in the Modest Means programs may charge no more than each program designates in the Rules and Regulations. An attorney may choose to charge less than these maximum rates, based on the specifics of the client's situation and the case, which is at the discretion of the attorney. I understand that no fees generated from the Modest Means cases need to be remitted to the IndyBar.
_____ (Initial Here)

I have read this Application and Agreement, and I am aware of its contents. I acknowledge that I have full responsibility for handling any matters which I agree to undertake as a consequence of receiving referrals through the Lawyer Referral Service program, and I therefore agree to fully indemnify and hold harmless the Indianapolis Bar Association for any and all claims, actions, damages, expenses and losses, including any malpractice claims that may be asserted against me. I represent that all statements contained herein are true, and I agree to abide by the Rules and Regulations of Operation and this Application and Agreement.

Signature: _____ Date: _____

Please send a signed copy of the application and agreement, a copy of your malpractice insurance to:

Indianapolis Bar Association
135 N. Pennsylvania St., Suite 1500
Indianapolis, IN 46204