This **Referral Agreement** confirms the referral by [Referrer Name] of [Client Name] to [Referree Name] and the related referral fee payment terms.

**Referral Recommendation:**

[Client Name] wishes to obtain legal services with respect to [briefly describe the legal matter].

[Referrer Name] has recommended [Referree Name] to [Client Name] because [reasons for referral].

*ADD IF there is a relationship between the Referrer and the Referree:*
[Referrer Name] has disclosed to [Client Name] that [Referrer Name] and [Referree Name] have the following relationship: [describe any legal, financial or other relationship between Referrer and Referree].

[Referrer Name] also recommended the following [lawyers and/or paralegals] to [Client Name]: [names].

OR

It has not been reasonably possible for [Referrer Name] to recommend any other [lawyer(s) or paralegal(s)] to [Client Name] because [reasons for not providing other names].

**Explanation of Referral Fees and Client Rights:**

[Client Name] has been provided with the **Law Society’s Requirements for Referral Fees** (attached). [Client Name] has had the opportunity to review and consider the requirements.

[Client Name] has been advised and understands that there is **no obligation to retain** [Referree Name] or any other [lawyer or paralegal] referred by [Referrer Name]. [Client Name] is free to retain another [lawyer or paralegal] of his/her choice.

After signing this Referral Agreement, [Client Name] understands that [Client Name] has the **right to terminate the retainer with [Referree Name]** at any time and for any reason.

[Client Name] has no obligation either to [Referrer Name] or [Referree Name] as a result of this Referral Agreement.

**Acceptance of Referral and Referral Fee Payment Terms:**

[Client Name] has accepted the referral to [Referree Name].

For this referral, [Referree Name] agrees to pay [Referrer Name] a referral fee:

 in the amount of [insert set dollar value];

OR

in an amount equal to [Percentage%] of the fees paid by [Client Name] to [Referree Name] for the legal matter referred;

OR

[such other basis as may be agreed]

In any event, the referral fee will not exceed the amount permitted by the *Rules of Professional Conduct* or the *Paralegal Rules of Conduct*.A sample calculation is set out in the Law Society’s Requirements for Referral Fees.

This referral fee will not be paid or payable until [Referree Name] is paid his or her fees in the matter.

The referral fee will be noted on the account sent to [Client Name] at the time the referral fee is paid.

This referral fee is the responsibility of [Referree Name] and not [Client Name]. The referral fee will not increase the total amount of the fee charged to [Client Name].

By signing below, [Client Name], [Referrer Name], and [Referee Name] confirm that they understand and agree to the terms outlined above.

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Referrer Name]**  **[Referree Name]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Client Name]**

The Referrer and Referree must maintain a completed copy of this Referral Agreement signed by the Referrer, Referree and the client in accordance with the Law Society’s By-Law 9.

It is recommended that the client also keep a completed copy of this agreement for their files.