

# Mutual Referral Agreement Template

This Mutual Referral Agreement (“Agreement”) is made and entered into as of [Date], by and between [Attorney or Law Firm Name] and [Referral Partner Name] (each a “Party” and collectively the “Parties”).

- 1. Reciprocal Referrals.** Each Party may, from time to time, refer clients or customers (“Clients”) to the other Party when appropriate. Referrals are made on a case-by-case basis at the sole discretion and judgment of the referring Party. Nothing in this Agreement obligates either Party to refer any Clients or guarantees that any referrals will be made.
- 2. Non-Exclusive Arrangement.** This Agreement is nonexclusive. Each Party remains free to enter referral relationships with, or to refer to, other professionals or service providers. Both Parties acknowledge they have no obligation to refer Clients to each other, exclusively or otherwise.
- 3. No Referral Fees or Compensation.** The Parties agree that no referral fees, commissions, or any other form of compensation—monetary or otherwise—will be paid or provided by either Party in exchange for referrals. Any referral made under this Agreement is solely a professional courtesy for the benefit of the referred Client and is not exchanged for any promise of reciprocal referrals or other compensation.
- 4. Independent Professional Judgment.** Each Party shall exercise its own independent professional judgment in deciding whether and how to refer a Client to the other Party. Nothing in this Agreement shall interfere with either Party’s discretion in making referrals or in providing services to its own Clients. Referrals will only be made when the referring Party reasonably believes it is in the best interest of the Client or at the Client’s request.
- 5. Optional Client Benefits.** Each Party may, at its sole discretion, offer Clients referred by the other Party favorable consultation terms or discounted fees. For example, a Party might provide a referred Client with an initial consultation at no charge or at a reduced rate. Any such courtesy benefit is offered solely for the Client’s benefit and does not constitute compensation to the referring Party. Decisions regarding these benefits remain at the discretion of the providing Party and must comply with all applicable laws, regulations, and ethical rules.
- 6. No Endorsement; Compliance with Ethics Rules.** A referral under this Agreement does not constitute an endorsement or guarantee of the referring Party’s services by the other. Neither Party shall imply the other (or its professionals) endorses or recommends its services in any manner that would violate the Washington Rules of Professional Conduct, Including RPC 7.1 and RPC 7.3. Each Party is responsible for ensuring that any communication regarding the referral relationship is truthful and not misleading, and neither Party will use this Agreement to solicit Clients in violation of applicable laws or ethical rules.
- 7. Independence of Parties.** The Parties are independent professionals. Nothing in this Agreement is intended to create any partnership, joint venture, agency, or employment relationship between the Parties. Each Party remains solely responsible for its own services, business operations, and professional obligations, including compliance with all laws, regulations, and ethical rules governing their profession. Each Party acknowledges that it is not responsible or liable for the work, acts, or omissions of the other Party or the other Party’s employees or agents.
- 8. Client Disclosure.** When a referral is made under this Agreement, the referring Party shall disclose to the Client the referral arises from a mutual referral arrangement between the Parties, in compliance with the Washington Rules of Professional Conduct. The referring Party shall ensure the Client understands the referral arrangement is nonexclusive, no compensation is exchanged, and the Client remains free to seek services from any other provider.
- 9. Term and Termination.** This Agreement becomes effective on the date of the last signature below and remains in effect until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving written notice to the other Party (including notice via email). The Parties agree to review this arrangement periodically to ensure it remains in compliance with applicable laws, regulations, and ethical rules.
- 10. General Provisions.** This Agreement constitutes the entire understanding between the Parties regarding mutual referrals and supersedes all prior agreements, written or oral. Any amendment must be in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and together they constitute one agreement. It shall be governed by the laws of the state of Washington. If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Agreed and accepted by the Parties as of the date first written above:

**[Law Firm Name]**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**[Referral Partner Name]**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

