

ATTORNEY-CLIENT AGREEMENT FOR CH. 13 BANKRUPTCY SERVICES

I. PARTIES

This agreement is entered this ____ day of _____, 20__, between [law firm name] (“The Firm”) and

(the “Client”).

Client retains The Firm as his/her attorneys in a Chapter 13 bankruptcy proceeding. The Firm agrees to use its best efforts and abilities in representing Client in this proceeding.

II. ATTORNEY FEES AND COSTS

For basic services rendered as stated in Paragraph III below, Client promises to pay The Firm an attorney fee of \$ ____ plus court costs of \$ _____, scheduled to be paid through the Chapter 13 plan unless otherwise noted, as follows:

III. PRE-BANKRUPTCY CREDIT BRIEFING AND OTHER PRE-BANKRUPTCY COSTS

All bankruptcy cases filed after October 17, 2005, must be accompanied by a pre-bankruptcy credit briefing certificate obtained within 180 days prior to filing the case from an approved non-profit budget and credit counseling agency outlining credit counseling opportunities and performing a budget analysis. Individuals filing bankruptcy and his/her attorneys, are also required to file with the court and/or provide certain parties much more information than required under prior law. This information must also be verified. The Client agrees to pay for out of pocket costs associated with providing certain required information. The cost for this credit briefing certificate is \$ _____, and it will be paid [select one] by client prior to case filing/ through Chapter 13 plan payments.

IV. PAYMENT OF FEES IN EVENT OF DISMISSAL OR CONVERSION

In the event of dismissal of this case for any reason, the remaining fee balance, if any, will be pro-rated as stated herein, and shall become due and payable. Should Client fail to pay the fee balance within ten (10) days of dismissal, this matter may be placed for collection without further notice, in which event Client agrees to pay the costs of collection, including, but not limited to, reasonable attorney fees and expenses and court costs. Client agrees that in the event of conversion of this case to a Chapter 7 proceeding, there shall be additional attorney fees to be charged for services to be rendered in the Chapter 7 proceeding, for which the parties will negotiate a new agreement. In the event

of conversion, any fees due under this agreement may be collected from funds paid to the Chapter 13 Trustee, but will not exceed the combined agreed fees for the two (2) agreements.

If, after signing this Attorney-Client Agreement, the Client instructs The Firm to not file the Chapter 13 bankruptcy case where The Firm has already prepared the Petition for filing with the Court, then The Firm will not file the bankruptcy case but Client agrees to pay The Firm \$500.00 for the cost of preparing the Petition.

The parties agree to pro-rate the above quoted flat fee for services in the event of dismissal or conversion of a case as follows:

- (a) After case is filed, but before the case is confirmed, one-third (1/3) of the fee but not less than \$500;
- (b) After the case is confirmed but less than six (6) months after confirmation, one-half (1/2) of the fee;
- (c) More than six (6) months but less than one year after confirmation, two-thirds (2/3) of the fee;
- (d) More than one year after confirmation, the entire fee.

In your lawyer's discretion, this pro-rated fee may be modified if your circumstances justify such modification.

V. BASIC SERVICES

Basic services include, but are not limited to, advice to Client before and during the case concerning the nature and effect of Chapter 13 bankruptcy, preparation and filing of the petition, statements and schedules, attendance at the meeting of creditors, preparation of defense in the event of a motion to dismiss or motion for relief from stay, preparation of uncontested motions by Client to amend the plan, add creditors, incur credit or suspend payments, and preparation and filing of discharge documents. The Firm will also provide other basic services such as negotiating with creditors during the life of the plan, submitting requests for payment reports from the Trustee, and other regular and routine services not specifically stated herein, without additional charge to the Client.

VI. NON-BASIC SERVICES AND ADDITIONAL FEES

Some cases require legal services which are not set forth above in Paragraph III and, therefore, are not considered basic and will usually result in the filing of an application for additional fees beyond the fee quoted in Paragraph II. Charges for such services will be assessed at the following rates:

[insert firm's schedule of rates]

These charges must be submitted to the Bankruptcy Court for approval. Such services include, but are not limited to the following:

1. Rule 2004 examinations, depositions, interrogatories, or other discovery proceedings;
2. Contested objections to confirmation;
3. Adversary proceedings;
4. Contested motions; and
5. Other adversarial litigation.

VII. TERMINATION OF LEGAL SERVICES

The parties agree that services to be rendered by The Firm shall be considered terminated upon the dismissal of the Chapter 13 case, or upon the completion and entry of discharge by the Bankruptcy Court in this Chapter 13 case, except regarding violations of the permanent injunction as provided for in 11 USC §524. In the event this agreement requires payment of a retainer and court costs as a precondition to filing and the client pays all or part of these fees with an instrument, then if Client's instrument is dishonored after presentation, Client agrees that The Firm may withdraw from representation after notice to Client. Requests by Client for legal services not directly related to this Chapter 13 bankruptcy proceeding will require a separate agreement.

VIII. CONTINUANCE OF MEETING OF CREDITORS

If Client requests a continuance of a regularly scheduled meeting of creditors, for whatever reason, Client agrees to pay The Firm an additional fee of \$100.00, should The Firm be required to appear at the originally scheduled meeting. Client agrees that

The Firm may file an amended disclosure of compensation in this case in such an event.

IX. RETENTION AND DISPOSITION OF FILES

It is the general policy of The Firm to maintain files for bankruptcy cases for a period of five (5) years from the date the file is closed in our office. The file is generally closed upon dismissal or discharge of the case by the Bankruptcy Court. The contents of the file are disposed of at the expiration of this five year period, unless Client requests return of the file. Such requests must be in writing and must be submitted to The Firm prior to expiration of the five year period. As all file documents are mailed or supplied to client as an active case progresses, The Firm will charge Client a \$50.00 retrieval and copying fee for requests for documents from a closed file.

X. SIGNATURE AUTHORIZATION AND COMMUNICATION

The signature of the Client on this contract shall be authorization for The Firm to file a bankruptcy petition for Client via the Bankruptcy Court's Electronic Case Filing System and all other subsequent court filings through the Bankruptcy Court's Electronic Case Filing System. Client agrees that The Firm will provide copies of documentation regarding the bankruptcy case to Client by either United States mail or electronic mail as designated below. Client agrees and understands that the request to change the designation for preferred method of mail must be submitted to The Firm in writing. Client agrees and understands that it is Client's responsibility to provide The Firm with a correct United States mail or electronic mail address for Client at all times during the bankruptcy case.

XI. ACKNOWLEDGMENT OF RECEIPT OF CERTAIN NOTICES

Client acknowledges that the date of this Contract is the first date upon which The Firm first provided or sold any goods or services to the Client with the express or implied purpose of providing information, advice, counsel, document preparation, or filing, or attendance at a creditors' meeting or appearing in a case or proceeding under Title II U.S.C. Client expressly acknowledges receipt of "Combined Notice Required by 11 U.S.C. §§ 527(a)(1) and 342(b)(1)," the "11 U.S.C. §§ 527(b) Notice," and the "Notice Required By 11 U.S.C. § 527(c)."

XII. CLIENT'S DUTIES

Both before and after the filing of a Chapter 13 case for the Client, the Client must fulfill certain duties under this agreement. The failure of the Client to fulfill any of these duties is grounds for The Firm to withdraw from its representation of Client and require payment of all fees due and payable as of the date of Client's breach of these duties.

Before the case is filed, Client shall provide The Firm with complete and accurate financial information and discuss candidly with The Firm Client's objective in filing the case.

After the case is filed, Client shall:

1. Review the complete bankruptcy petition upon its receipt and promptly advise the attorney of any changes which need to be made.
2. Keep the trustee and attorney informed of the debtor's address and telephone number.
3. Inform the attorney of any wage garnishment or attachment of assets which occur or continue after the filing of the case.
4. Contact the attorney promptly if the debtor loses his/her job or has other financial problems.
5. Let the attorney know if the debtor is sued during the case.

6. Inform the attorney if any tax refunds the debtor is entitled to are seized or not returned to the debtor by the IRS.
7. Contact the attorney before buying, refinancing, or selling real property or before entering into any loan agreements to find out what approvals are required.
8. Review the notice of plan terms and advise the attorney as to any proofs of claim which should be filed by the debtor because the debtor wishes to have such claims paid. Provide to the attorney documents to support the validity of such claim(s).
9. Review the trustee's notice of intent to pay claims and advise the attorney of any filed claim that appears to be improper or excessive.

* * *

The entire contract between The Firm and Client(s) is contained in this instrument. The undersigned agrees to all of the terms and conditions set forth herein and acknowledge that they have read and understand this agreement.

CLIENT: _____

CLIENT: _____

By The Firm:
