

## **AGREEMENT FOR CHAPTER 13 BANKRUPTCY SERVICES**

- I. PARTIES.** This Agreement is entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ [law firm or attorney name] (“Attorney”) and \_\_\_\_\_ (“Client”) (“Client” refers to husband and/or wife if this is a joint case). Client retains Attorney as his/her attorney in a Chapter 13 bankruptcy proceeding. Attorney agrees to use its best efforts and abilities in representing Client in this proceeding.
- II. ATTORNEY FEES AND COSTS.** For Basic Services described below, Client promises to pay Attorney an attorney fee of \$ \_\_\_\_\_ plus reimbursement of expenses for filing fees, credit reports, credit counseling costs, and other out-of-pocket expenses. The attorney fee will be scheduled to be paid through the Chapter 13 plan except as follows: \_\_\_\_\_ Client agrees to pay a nonrefundable fee of \$ \_\_\_\_\_ prior to Attorney beginning preparation of the voluntary petition. Attorney is not obligated to perform any work or provide any services under this agreement unless and until this fee has been paid.
- III. BASIC SERVICES.** Basic Services covered by the fee quoted above include, but are not limited to, the following: advice to Client before and during the case concerning the nature and effect of Chapter 13 bankruptcy; pre-petition planning and counseling; necessary consultations and interviews; analysis of information relating to Client’s financial affairs; preparation and filing of the petition, schedules, statements, and chapter 13 plan; attendance at the meeting of creditors and all court hearings (except as otherwise excluded in this Agreement); negotiations with creditors and trustee to present a confirmable plan; preparation of defense in the event of a motion to dismiss or motion for relief from stay; preparation of motions to amend the plan, add creditors, incur credit or suspend payments; preparation and filing of motions to avoid liens and other routine pleadings; review of claims and related matters; continued monitoring of all pleadings filed in the case; preparation and filing of discharge documents; and other regular and routine services not specifically stated herein.
- IV. ADDITIONAL FEES; NON-BASIC SERVICES.** Some cases require legal services which are not set forth above and, therefore, are not considered basic and will usually result in the Client owing additional fees beyond the fee quoted above for Basic Services. While the case remains in Chapter 13, Attorney will need to file an application with the Bankruptcy Court for approval of additional fees. Although such additional fees usually will be paid through the Chapter 13 Plan, Client understands that s/he will be liable for payment.

1) Charges for such services will be assessed at the following rates:

Attorney's Name: \$\_\_\_\_/hour

Paralegals: \$\_\_\_\_\_/hour

- 2) The time charged will include the time an attorney or paralegal spends on telephone calls, correspondence, and email communications relating to Client; travel time (to be billed at half-rate), waiting time at hearings (to be prorated among all clients on the same docket); legal research on issues directly related to Client; drafting and finalizing pleadings; and all other matters involving the representation of Client. Time is charged in minimum units of one tenth (.1) of an hour.
- 3) Non-Basic Services which may result in additional fees include, but are not limited to, the following:
  - a) Rule 2004 examinations, depositions, interrogatories, or other discovery proceedings;
  - b) Contested objections to confirmation;
  - c) Contested motions;
  - d) Evidentiary hearings;
  - e) Representation in proceedings arising from Client's failure to provide complete and accurate information to Attorney;
  - f) Other adversarial litigation.
- 4) In addition, if Client requests a continuance of a regularly scheduled meeting of creditors or any hearing, for whatever reason, Client agrees to pay Attorney an additional \$100 if Attorney is required to appear at the originally scheduled meeting or hearing. Client agrees that Attorney may file an amended disclosure of compensation in such an event.

**V. EXCLUDED SERVICES:** This Retention Agreement does not apply to, and Attorney is not hired to represent Client in, the following:

- 1) adversary proceedings;
- 2) appeals;
- 3) proceedings in any non-bankruptcy court or administrative agency.

Should Client need representation by Attorney in such other proceedings, a separate Agreement must be entered into.

**VI. PAYMENT OF FEES IN EVENT OF DISMISSAL OR CONVERSION.**

- 1) 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 by Client. 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.
- 2) 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 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.
- 3) The parties agree to pro-rate the above quoted flat fee for Basic 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.
- 4) In Attorney's discretion, this pro-rated fee may be modified if your circumstances justify such modification.

**VII. CLIENT'S DUTIES.** Both before and after the filing of the Chapter 13 case, Client must fulfill certain duties under this Agreement. The failure of Client to fulfill any of these duties is grounds for Attorney 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.

- 1) Discuss with Attorney the Client's objectives in filing the case, and inform Attorney of any imminent deadlines.
- 2) Provide complete, truthful, and accurate information at all times.
- 3) Timely obtain the required credit counseling prior to the date of the filing of the petition.
- 4) Timely provide Attorney with all documents requested by Attorney; promptly respond to all communications from Attorney.

- 5) Cooperate with Attorney in preparing all required bankruptcy papers and documents, thoroughly reviewing drafts of documents, and promptly advising Attorney of corrections or additions needed.
- 6) Understand that the Chapter 13 Trustee might disagree with Attorney, or that the Court might make a ruling adverse to the Client, and that Attorney cannot guarantee the outcome of the bankruptcy proceedings.
- 7) Comply with all orders of the Bankruptcy Court.
- 8) Make plan payments as required; turn over tax refunds, bonuses, or other lump sum payments if required by the plan or Court order.
- 9) If the plan calls for payments to be made by Client directly to any creditor, make all payments in a timely manner.
- 10) Attend the 341 meeting of creditors with proof of social security number and a photo ID.
- 11) File all tax returns; pay postpetition taxes that come due.
- 12) Keep Attorney and the trustee informed of Client's address and telephone number.
- 13) Inform Attorney of any wage garnishments, repossessions, or collection efforts which occur or continue after the filing of the case.
- 14) Contact Attorney promptly if at any time during the case Client:
  - a) receives lottery winnings, an inheritance, lawsuit settlements or awards, or other unanticipated money;
  - b) files a lawsuit or consults with another attorney about filing a lawsuit, or is considering a settlement in lieu of filing a lawsuit;
  - c) loses his/her job or has other significant financial problems;
  - d) has questions about or does not understand a matter related to the case;
  - e) wants to sell any property; or
  - f) wants to borrow money, incur debt, or refinance a loan.
- 15) Complete the required instructional course in personal financial management.
- 16) Contact Attorney when plan payments have been completed in order to file additional documents that may be required to get a discharge.

**VIII. TERMINATION OF ATTORNEY'S REPRESENTATION.** Client may terminate Attorney's representation at any time. Attorney may terminate representation with Client's consent, or for cause, including: failure to pay fees when due; any payment is dishonored; Client is in breach of this Agreement; Client is unresponsive or uncooperative; or circumstances would render Attorney's continuing representation unlawful or unethical. Once the bankruptcy case is filed, Attorney's representation of Client continues through the time Client receives a discharge (except regarding violations of the permanent injunction as provided for in 11 USC § 524), the case is dismissed, the case is converted, or the Bankruptcy Court approves Attorney's withdrawal from representation. All unpaid fees and charges owed as of

the time representation is terminated (whether by Client or Attorney) shall be immediately due and payable. Attorney will, upon Client's request, give Client's file to Client.

**IX. RETENTION AND DISPOSITION OF FILES.** It is the general policy of Attorney to maintain files for bankruptcy cases for a period of five (5) years from the date the file is closed. The file is generally closed upon dismissal or discharge of the case by the Bankruptcy Court, or upon termination of representation. 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 Attorney prior to expiration of the five (5) year period. Because all file documents are mailed or supplied to client as a case progresses, Attorney 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 Client on this Agreement shall be authorization for Attorney to file documents for Client via the Bankruptcy Court's Electronic Case Filing System. Client agrees that Attorney 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 Attorney in writing. Client agrees and understands that it is Client's responsibility to provide Attorney with a correct United States mail or e-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 Agreement is the first date upon which Attorney first provided or sold any goods or services to 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 11 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. ENTIRE AGREEMENT AND SIGNATURES.** The entire Agreement between Attorney and Client 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 SIGNATURE:

\_\_\_\_\_

CLIENT SIGNATURE:

\_\_\_\_\_

ATTORNEY:

BY: \_\_\_\_\_