**AGREEMENT FOR CHAPTER 13 BANKRUPTCY SERVICES**

**I. PARTIES.** This Agreement is entered this \_\_\_\_ day of \_\_\_\_\_\_\_\_ , 20\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [law firm name] (“Firm”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Client”).

Client retains Firm as his/her attorney in a Chapter 13 bankruptcy proceeding. 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 V below, Client promises to pay Firm an attorney fee of $ \_\_\_\_\_\_\_\_\_\_ plus court costs of $ \_\_\_\_\_\_. The attorney fee will be scheduled to be paid through the Chapter 13 plan except as follows:

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Client will need to pay $\_\_\_\_\_\_\_\_\_\_ prior to Firm beginning preparation of the voluntary petition.

**III. PRE-BANKRUPTCY CREDIT BRIEFING AND OTHER PRE- BANKRUPTCY COSTS.** Client is required to obtain a credit briefing prior to filing a Chapter 13 case. The cost for this credit briefing certificate is $ \_\_\_\_\_, and will be paid [select one] by client prior to case filing/ through Chapter 13 plan payments.

Additionally, some information required by the Court must be verified. Client agrees to pay for out of pocket costs associated with providing certain required information.

**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 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. 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.

If, after signing this Agreement, Client instructs Firm to not file the Chapter 13 bankruptcy case but Firm has already prepared the Petition for filing with the Court, then Firm will not file the bankruptcy case but Client agrees to pay 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, schedules and statements, 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. 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 V 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 Firm shall be considered terminated upon the dismissal of the Chapter 13case, 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 Client pays all or part of these fees with an instrument, then if Client's instrument is dishonored after presentation, Client agrees that 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 Firm an additional fee of $100.00, if Firm is required to appear at the originally scheduled meeting. Client agrees that Firm may file an amended disclosure of compensation in such an event.

**IX. RETENTION AND DISPOSITION OF FILES.** It is the general policy of Firm 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. 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 (5) year period. Because all file documents are mailed or supplied to client as a case progresses, 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 Client on this Agreement shall be authorization for 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 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 Firm in writing. Client agrees and understands that it is Client's responsibility to provide 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 Agreement is the first date upon which Firm 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. 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 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 Firm with complete and accurate financial information and discuss candidly with 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 Firm of any changes which need to be made.
2. Keep the trustee and attorney informed of Client’s address and telephone number.
3. Inform Firm of any wage garnishment or attachment of assets which occur or continue after the filing of the case.
4. Contact Firm promptly if Client loses his/her job or has other financial problems.
5. Let the attorney know if Client is sued during the case.
6. Inform Firm if any tax refunds Client is entitled to are seized or not returned to Client by the IRS.
7. Contact Firm 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 Firm as to any proofs of claim which should be filed by Client because Client 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 Firm of any filed claim that appears to be improper or excessive.

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**XIII. ENTIRE AGREEMENT AND SIGNATURES.** The entire Agreement between 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 SIGNATURE: FIRM:

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

CLIENT SIGNATURE:

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