

CHAPTER 7 SAMPLE EMPLOYMENT CONTRACT

I) Parties

A) This agreement is between _____ (Client[s]) and EBERT LAW OFFICES, P.C. (Firm).

II) Terms

A) Consideration

1) Client[s]

- (a) Client[s] agrees to employ Firm for the purpose of preparing and filing a Chapter 7 Bankruptcy with the United States Federal Bankruptcy Court. Client[s] agrees to pay Firm the fee of \$ _____ plus \$10.00 a creditor for legal representation in bankruptcy, plus all filing fees and other costs. The filing fee charged by the court is \$ _____.
- (b) Client[s] will tender payment of attorney fees in the following manner:

- (c) Client[s] is to fully complete Firm[s]' worksheet by responding to each and every question.
- (d) Client[s] is to obtain a credit report to assist in the completion of the worksheets.
- (e) Client[s] is to provide Firm with all requested documentation and fully cooperate with Firm's request for information.
- (f) Client[s] agree and understand, client[s] must provide firm with addresses and account numbers for all (100%) of client[s]' creditors.

2) Firm

- (a) Firm agrees to provide the following services:
- (i) Initial consultation with an attorney;
 - (ii) Answer all reasonable questions concerning bankruptcy laws and procedures;
 - (iii) Prepare the chapter 7 petition, schedules and statements with the information provided to firm in the "Worksheets" completed by Client[s].
 - (iv) Explain petition, schedules and statements to Client[s];
 - (v) Supervise the execution of petition, schedules and statements;
 - (vi) File petition, schedules and statements with the bankruptcy court;
 - (vii) Upon Client[s]' request, notify selected creditors by telephone, fax or e-mail of the filing of the bankruptcy;
 - (viii) Represent Client[s] at the regularly scheduled §341 Meeting of Creditors; and
 - (ix) File with the court the Client[s]' certificate of completion of the required debt counseling program.

B) Duty to Perform

- 1) Client[s] expressly understands creditors will not be barred from any collection activity unless and/or until the Bankruptcy Petition is filed with the Bankruptcy Court. Collection Activity, including Repossessions and a Foreclosure may continue until the Bankruptcy Petition is filed with the court. Client[s] also understands and agrees, firm shall not have any responsibility to prepare and/or file a Bankruptcy Petition until 100% of fees and costs are paid and fully completed worksheets are returned to the firm.

C) Additional Services

- 1) Client[s] understands and acknowledges any service performed in addition to those stated within this document will generate legal fees and/or costs. These services can include representation in a contested discharge hearing, dischargeability of debt matters and random U.S. Trustee audits. Client[s] acknowledges receipt of Firm's additional fee schedule.
- 2) Any additional services will be performed at the current billing rate, which is presently a maximum of \$275.00 an hour.
- 3) Client[s] acknowledges and understands failure of Client[s] to pay additional fees is sufficient grounds for the termination of legal representation by Firm.

D) Disclaimers

- 1) Client[s] understands and accepts Firm has made no promises or guarantees concerning the outcome of this case.
- 2) Client[s] understands and acknowledges the execution of this contract does not bind Firm to represent client in any matter outside this chapter 7 bankruptcy.
- 3) Client[s] understands the following debts are not dischargeable in a chapter 7 bankruptcy:
- (a) Most taxes;
 - (b) Debts obtained by false pretenses, false representation or actual fraud;
 - (c) Debts that could have been listed in a prior bankruptcy, but were omitted;
 - (d) Domestic support obligations, including alimony, maintenance, support and property settlements;
 - (e) Debts for willful and malicious injuries;
 - (f) Most student loans;
 - (g) Debts owed due to death or personal injury caused by Client[s]' operation of a motor vehicle while under the influence of a controlled substance (including alcohol);
 - (h) Restitution; and
 - (i) Debts incurred to pay a non-dischargeable tax.

E) Acknowledgements

- 1) Client[s] acknowledges the receipt of the Chapter 7 and Chapter 13 Questions and Answers brochures prepared by Firm and Notices #1, #2, #3, #4 and #5.

CHAPTER 13 SAMPLE EMPLOYMENT CONTRACT

I) **The Parties**

A) This Agreement is between _____ (Client[s]) and EBERT LAW OFFICES, P.C. (Firm).

II) **The Terms**

A) **Consideration**

- 1) Client [s]
 - (a) Client[s] agree to employ Firm for the purpose of preparing and filing a Chapter 13 Wage Earners plan with the United States Federal Bankruptcy Court. Client[s] agrees to pay Firm a minimum fee of \$_____ for services to be provided in the representation in bankruptcy.
 - (b) Client[s] understands the fees in the amount of \$_____ plus all others costs, which will be a minimum of \$_____, must be paid prior to the filing of the petition with the bankruptcy court. All fees paid are non-refundable.
 - (c) Client[s] understands fees for additional services may be billed at the firm's current billing rate if additional services are provided. The current billing rate is a maximum of \$275.00 per hour. Client[s] understands the fee stated above is a minimum fee and recognize actual fees may exceed this minimum amount. Any fees exceeding the stated minimum may be included in payments through the Chapter "13" plan and payable only after court approval.
 - (d) Client agrees and understands, client must provide firm with addresses and account numbers for all (100%) of client's creditors.
- 2) Firm
 - (a) Firm agrees to represent Client[s] in his/her/their Chapter 13 bankruptcy. Representation includes (but not limited to) the following services:
 - (i) Initial interview with client ;
 - (ii) Answer reasonable questions concerning bankruptcy procedures and laws;
 - (iii) Prepare the Chapter 13 petition, schedules and statements with the information provided to Firm in "worksheets" completed by Client[s];
 - (iv) Explain petition, schedules and statements;
 - (v) File petition with the court;
 - (vi) Represent client at the §341 "Meeting of Creditors";
 - (vii) Represent client at uncontested Motion for Valuation and Confirmation hearings;
 - (viii) Notify all secured creditors in writing of the bankruptcy and of the automatic stay;
 - (ix) Write all mail correspondence to client[s] disclosing the date the petitions, schedules and statements are filed with the court, the case number, and the method by which payments are to be made;
 - (x) Represent client at 1 uncontested Motion for Relief from Stay concerning Client [s] homestead and 1 uncontested Motion for Relief from Stay concern ing a vehicle; and
 - (xi) Monitor Client[s]' file throughout the term of the chapter 13 plan.
 - (b) The following items are not part of the base fee:
 - (i) Amendments to schedules after the case has been filed;
 - (ii) Case Audits by the U.S. Trustee;
 - (iii) Motions to Incur Debt;
 - (iv) Motions to Sell;
 - (v) Motions to Refinance;
 - (vi) Defending Objections to Exemptions
 - (vii) Contested Hearings
 - (viii) Analyzing Mortgage history/payment disputes
 - (ix) Tax disputes with the Internal Revenue Service
 - (x) Tax disputes with the local taxing authorities;
 - (xi) Valuation disputes;
 - (xii) Expert witness fees;
 - (xiii) Dischargeability hearings;
 - (xiv) Plan modifications; and
 - (xv) Filing fees.

B) **Duty to Perform**

- 1) Client[s] expressly understands, the plan will not be effective and will not bar any creditor from any collection activity unless and until the petition is filed with the Bankruptcy Court. Until the Petition is filed, collection activity including repossession and foreclosure may continue to occur. Client[s] also understands and agree, Firm shall not have any responsibility to prepare and/or file a bankruptcy petition until funds and costs excluded from the plan are totally paid and fully completed "Worksheets" are returned to the firm.

C) **Disclaimer**

- 1) Client[s] understands and accepts Firm has made no promises or guarantees concerning the outcome of Client[s]' case. By executing this retainer agreement does not bind Firm to represent Client[s] in any matter outside of this chapter 13 bankruptcy.

D) **Acknowledgment**

- 1) Client[s] acknowledges the receipt of the Chapter 13 Questions and Answer brochure prepared by Firm and Notices #1, #2, #3, #4 and #5.

Client Initials

Co-Client Initials

- 2) Client[s] understands
 - (a) **all** creditors must be listed in the Chapter 13 Plan; and
 - (b) all regular payments to the Trustee in the amount set forth in the plan must be made in accordance with and in the method decreed by the court.
- 3) Client[s] understands a mortgage arrearage may be included in the Chapter 13 plan. However, all future payments to the mortgage holder must be timely tendered **directly** to the mortgage holder. Direct drafts from bank accounts will be interrupted by the filing of the Chapter 13. If payments are not tendered timely, Client[s] understands the mortgage holder may take action to remove the property and the debt from the protection of the bankruptcy court.
- 4) Client[s] understands all vehicles included in the plan must carry comprehensive insurance as required by the lien holder.
- 5) Client[s] authorize Firm to destroy his/her/their file two years after the attorney/client relationship is terminated as defined in paragraph III of this document.
- 6) ; and
- 7) Client[s] agrees to fully cooperate with Firm by promptly and completely disclosing all information which may affect Firm's representation. This cooperation includes, but is not limited to changes in financial status.

III) Termination

A) Representation will conclude

- 1) Upon written notice from Firm in the event Client[s]
 - (a) fails to timely tender fees required to file his/her/their chapter 13 case or
 - (b) refuses to cooperate with Firm;
- 1) at any time, upon Client[s] request;
- 2) entry of Final Order of Discharge; or
- 3) entry of Final Order Dismissing Chapter 13 Case.

SIGNED this the _____ day of _____, _____.

Client

Client

Ebert Law Offices, P.C. accepts employment subject to the terms and conditions set forth in this document.

EBERT LAW OFFICES, P.C.

By: _____

The receipt of \$ _____ is hereby acknowledged as a payment on the attorney fees, filing fees and costs, none of which is refundable.

EBERT LAW OFFICES, P.C.

By: _____

Client Initials

Co-Client Initials