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**LEGAL SERVICES CONTRACT**  
**CHAPTER 13 BANKRUPTCY**

- I. **PARTIES:** This agreement is entered into on the date shown below between [REDACTED] ("THE FIRM"), a debt relief agency and law firm, and \_\_\_\_\_ ("Client"). Client has retained THE FIRM as attorneys to represent them in a Chapter 13 Bankruptcy.
- II. **ATTORNEY FEES:** Total Attorney Fees Charged: **\$3,500.00**; Amount due BEFORE Filing: \$ \_\_\_\_\_; Amount paid through bankruptcy \$ \_\_\_\_\_.
- III. **EXPENSES:** All Expenses must be paid PRIOR to the filing of your case
- a. **Court Costs: \$281.00**
  - b. **Due Diligence fees:** \$ \_\_\_\_\_ for the following: required credit counseling course, required debtor's education course, and credit reports
  - c. **Amendment Fees (Short Filed Cases) \$ \_\_\_\_\_**
  - d. **TOTAL DUE BEFORE FILING: \$ \_\_\_\_\_ Pd: \$ \_\_\_\_\_ Due: \$ \_\_\_\_\_**
- IV. **SERVICES PROVIDED:** THE FIRM agrees, in consideration for the fee established under paragraph II, to provide basic services in connection with a Chapter 13 bankruptcy filing. These services include, but are not limited to:
- Counsel with the Debtors on an as needed basis.
  - Take creditor calls on behalf of client
  - Prepare and file a proposed chapter 13 plan and any required amendments to the plan including "Uniform Motion to Amend Confirmed Chapter 13 Plan to Satisfy Recently Filed, Timely Proofs of Claim" in accordance with BLR 3014-1(e).
  - Prepare and file the documents required by §521 of the Bankruptcy Code and any required amendments.
  - Prepare and file miscellaneous motions required to protect the Debtors' interests in the case.
  - Prepare and file responses to motions filed against the Debtors—even if the response is a statement that the Debtors do not oppose the relief.
  - Attend the §341 meeting.
  - Attend the confirmation hearing, if required under the circumstances, pursuant to an order entered in the chapter 13 case, or pursuant to local rules.
  - Advise the Debtors concerning their obligations and duties pursuant to the Bankruptcy Code, Bankruptcy Rules, applicable court orders and the provisions of their chapter 13 plan.
- V. **SERVICES NOT INCLUDED (Additional Fees Apply):** Client acknowledges that Client is not retaining THE FIRM to appear in any proceedings in state or federal court other than bankruptcy. Client agrees that THE FIRM may charge additional fees at either its standard billable rate or a flat fee agreed upon by both parties for services not provided for in paragraph III. Additional services include, but are not limited to:
- Failure to attend a required hearing without notice. The fixed fee for reset and notice will be \$150.00
  - Representation of the Debtors in an adversary proceeding, either as a plaintiff or a defendant.
  - Representation of the Debtors in a contested matter, the subject of which is extraordinary in the context of chapter 13 cases in the United States Bankruptcy Court for the Southern District of Texas.
  - Representation of the Debtors in any matter in which the Court orders fee shifting pursuant to which fees are to be paid by a person other than the Debtors.
  - Representation on matters for which the first hearing is set more than 120 days following confirmation including but not limited to: Motion to Incur New Debt and Motions to Sell Property
  - Motions for relief from the stay for which the first hearing date is more than 120 days following confirmation and which are resolved by agreement. The fixed fee is in the amount of \$275.00.
  - Motions filed by the chapter 13 trustee seeking dismissal of the case, for which the first hearing date is more than 120 days following confirmation, and for which there is an agreement or no opposition. The fixed fee is in the amount of \$275.00.
  - Debtors' motion to modify plan for which the first hearing date is more than 120 days following confirmation. The fixed fee is in the amount of \$450.00.
  - Review of a Notice by Mortgage Holder of Adjusted Payment Amount which is filed more than 120 days following confirmation. The fixed fee is in the amount of \$300.00.
  - Those services required after the Debtor makes the final payment required under the chapter 13 plan to assist client in obtaining a chapter 13 discharge. If the Debtor receives a discharge, THE FIRM will be paid an additional \$100.00. If the services required to obtain the discharge are extraordinary, THE FIRM may apply for additional fees

- VI. **TERMINATING SERVICES:** If Client decides to discontinue THE FIRM's services at any time, Client must notify THE FIRM in writing. Client is only entitled to a refund of unearned fees in the event that services are terminated prior to the filing of a bankruptcy petition. Client agrees that THE FIRM will not refund the flat fee if THE FIRM has filed a case on Client's behalf and has attended the meeting of creditors even if the case has not completed, unless retention of the entire flat fee would be unreasonable. If termination occurs prior to filing, THE FIRM shall provide an accounting of time and services and issue a refund check within a reasonable time. THE FIRM will use an hourly rate of \$300 per hour for partner time, \$225 per hour for associate time; \$85.00 per hour for paralegal time and \$50 per other staff time for the purpose of determining the refund due. Client also agrees that THE FIRM's services will be considered terminated upon the following events: dismissal of the case, or the closing of the case under Chapter 13 – except in instances where Client seeks additional services from THE FIRM.
- VII. **CLIENT'S OBLIGATIONS:** Client also agrees to carry out all of Client's obligations pursuant to §521 of the bankruptcy code – specifically, to participate in the required pre-filing credit counseling course and the post-filing debtor's education course; to provide any and all requested information to THE FIRM to make full disclosure of all Client's assets, liabilities and financial information regardless of Client's intentions; to notify THE FIRM of any change of address, email or phone number, and to cooperate fully with any THE FIRM staff member.
- VIII. **LIMITED POWER OF ATTORNEY:** Client agrees that the signature on this contract also grants a limited power of attorney to THE FIRM to obtain due diligence products including but not limited to, real estate appraisals, title searches, asset searches, personal property valuations, and credit reports.
- IX. **RETENTION AND DISPOSITION OF RECORDS:** It is THE FIRM's general policy to maintain files for five (5) years. THE FIRM encourages Client to keep and maintain copies of all bankruptcy related matters. THE FIRM reserves the right to destroy all contents of the file after the five (5) years. Client may request a copy of the file by sending a written request. THE FIRM reserves the right to charge a reasonable retrieval and duplication fee of at least \$25.
- X. **SIGNATURE AUTHORIZATION & COMMUNICATION:** Client's signature on this contract shall be authorization for THE FIRM to file a bankruptcy petition and all other subsequent filings for Client via the Bankruptcy Court's electronic filing system. Client agrees that the preferred method of receiving documents from THE FIRM is via first class mail, but THE FIRM reserves the right to provide notices and contact Client via email if Client provides a valid email address.
- XI. **LAW CHANGES:** Client agrees that THE FIRM is not responsible and assumes no liability for changes in the law that could affect the advice THE FIRM gives Client. THE FIRM's advice is based on the current state of the law and could be subject to change at any time.
- XII. **CO-COUNSEL:** Client authorizes THE FIRM to hire co-counsel or independent attorneys as needed, at THE FIRM's expense, to work on this matter and divide fees with them on the basis of work and responsibility.
- XIII. **ENTIRE AGREEMENT:** The entire contract between the Parties is contained in the instrument, except as otherwise indicated. The Parties agree to all the terms and conditions set forth herein and acknowledge that they have read and understand this Agreement.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
THE FIRM Representative Signature

\_\_\_\_\_  
Date