



1445 Main St. Tewksbury, MA 01876

## CONTRACT FOR CHAPTER 13 BANKRUPTCY SERVICES

This Agreement represents the full agreement between Client \_\_\_\_\_ and Express Bankruptcy Solutions (hereinafter "EBS" or "Attorneys"). No other agreement, written or oral, exists. Discussions between Client and EBS that are not set forth in this Agreement are not part of this Agreement. If Client and EBS agree to change any term in this Agreement, the agreed-to change must be in writing and signed by both parties. The parties agree as follows:

### 1. Type of Bankruptcy

Debtor retains EBS as attorneys to file a Chapter 13 bankruptcy case. If the debtor determines at a later date that the debtor desires to file a Chapter 7 bankruptcy case, the parties shall execute a new fee contract setting forth the terms of such representation. If debtor elects to convert the Chapter 13 case to a Chapter 7 case, then the attorney shall be under no duty to prepare and file the necessary court papers until the new fee agreement has been signed and the agreed upon fees paid.

### 2. Base Attorney Fees

The base attorney fee for filing the Chapter 13 bankruptcy case through confirmation of the chapter 13 plan is \$ \_\_\_\_\_. This amount must be paid in full prior to the filing of the bankruptcy with cash or certified funds only, unless other terms have been agreed to by the parties.

The filing fee to the court is \$338.00 and the fee for a credit report is \$35.00. These amounts are NOT included in the above base fee. After confirmation of a Chapter 13 plan, any work done on the debtor's case will be billable at the hourly rate of \$275.00 per hour.

Client may make payments to Express Bankruptcy Solutions in the form of money order, cash or debit card only. If client elects to pay by debit card, additional merchant processing fees of 0.50% + \$0.10 per transaction will be charged at the debit card transaction.

The services of EBS included in the base flat fee are those normally contemplated for a Chapter 13 case. They include the services listed below:

- (a) Preparation and electronic filing of petition, schedules, supplemental local forms, Chapter 13 Plan and mailing matrix.

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- (b) Drafting and mailing notice to creditors advising of the filing of the case and the date and time of the confirmation hearing. The attorney will provide each creditor with a copy of the Chapter 13 Plan.
- (c) Drafting and mailing or emailing of a letter regarding debtor's attendance at the Section 341 meeting and any other responsibilities.
- (d) Preparation for and attendance at Section 341 meeting.
- (e) Preparation for and attendance at the first scheduled confirmation hearing (if applicable.)
- (f) Review of the Court Order confirming the plan and periodic case reports from the Chapter 13 trustee.
- (g) Review of trustee's motion for allowance of claims.
- (h) Maintaining custody and control of case files.
- (i) Service of orders on all affected parties.
- (j) Verification of debtor's identity and social security number.
- (k) Defending objections to confirmation of debtor's Chapter 13 Plan.

The Base Fee shall also include the following services to the extent that they are requested or reasonably necessary for your effective representation:

- (a.) Preparation and filing of proofs of claim on debtor's behalf for his/her creditors.
- (b.) Drafting and filing objections to scheduled and unscheduled proofs of claim.
- (c.) Assumptions and rejections of unexpired leases and executory contracts.

## **2. Assumptions for the Base Fee**

- (a.) The debtor has provided the attorney with all requested information.

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(b.) The debtor has provided the attorney with complete and accurate information.

(c.) The debtor's circumstances, especially the debtor's current monthly income (as defined by the Bankruptcy Code) does not substantially change prior to the filing of the case.

(d.) The debtor will provide all requested documents within 15 days of the date of this agreement.

### **3. First Payment**

The debtor must be in a position to make the first full Chapter 13 monthly plan payment within 30 days of the filing, or earlier if required by the Chapter 13 trustee.

### **4. Mortgage and Vehicle Payments**

The debtor acknowledges that contract mortgage payments on residential real estate cannot be reduced under the Bankruptcy laws but will be paid by including only the pre-filing arrears or back payments in the plan, with the debtor being responsible for making all future mortgage payments directly to the mortgage company. The debtor acknowledges that pre-filing arrears or back payments for vehicles are included in the plan, and that the debtor will be responsible for making all future vehicle payments directly to the secured creditor.

### **5. Debtor's Obligations**

(a.) To provide the attorney with all requested documents, bills statements, payment advices, bank records, tax returns, tax bills, appraisals, retirement and savings account, and income information and to sign any and all necessary forms to allow the Attorney to secure such documentation.

DEBTOR UNDERSTANDS THAT NO BANKRUPTCY CASE CAN BE FILED UNTIL ATTORNEY HAS RECEIVED PROOF OF INCOME FOR THE SIX-MONTH PERIOD PRECEDING THE FILING OF THE BANKRUPTCY BY PROVIDING ALL PAY STUBS, OR OTHER DOCUMENTS CORROBORATING THE AMOUNT OF INCOME OVER THIS TIME PERIOD FOR DEBTOR AND SPOUSE.

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- (b.) To provide accurately and honestly all of the information necessary to prepare and file the Chapter 13 bankruptcy case, and other motions or proceedings arising during the course of the case. Debtor will make sure that the bankruptcy schedules accurately disclose the value of all assets and that they indicate all transfers out of his/her name in the past two years.
- (c.) To timely respond to all letters, emails and telephone calls from EBS or any member of the staff.
- (d.) To keep EBS advised at all times of the debtor's mailing and physical addresses, telephone numbers, and email addresses.
- (e.) To provide any information requested of the debtor by the Chapter 13 Trustee, the Bankruptcy Administrator, or any other party in the case, unless the court rules that the debtor is not required to provide such information.
- (f.) To respond as soon as possible to any requests for the debtor by the attorney or his legal assistant.
- (g.) To maintain insurance on all property and to change the coverage to debtor-in-possession. The insurance should afford full protection against loss and include fire, theft and personal injury.

**6. Attorney Withdrawal from Chapter 13 case; Adversary Proceeding or Contested Matter**

Pursuant to the Local Rules of the Bankruptcy Court, EBS shall remain the responsible attorneys of record for the debtor in all matters in the case until the case is closed, dismissed or the discharge is entered or until the attorney is relieved from such representation by order of the Court. The parties agree that just reasons for the attorney to withdraw from the representation of the debtor, include but are not limited to the following:

- (a.) The failure of the debtor to provide complete, truthful and accurate information to the attorney, the Chapter 13 trustee, the court and the bankruptcy administrator.
- (b.) The failure of the debtor to comply with the debtor's obligations as provided for in this Agreement and in the Local Rules.

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(c.) The failure of the debtor to comply with any of the obligations imposed on the debtor by the Bankruptcy Code and the Bankruptcy Rules.

(d.) The failure or refusal of the debtor to comply with the debtor's obligations to provide any supplemental information to the court or to the Chapter 13 trustee or to correct any incorrect or incomplete information previously provided to the court or the trustee.

(e.) If the debtors are husband and wife, then any separation, serious domestic dispute, or divorce of the parties.

(f.) Any irreconcilable conflict between the attorney and the debtor with respect to the case.

**Acknowledgment**

I, \_\_\_\_\_, acknowledge that I have read this Agreement fully, understand its terms, and agree to them. I also acknowledge receipt of a signed copy of this Agreement. I further acknowledge receiving a copy of the information sheet about bankruptcy assistance services from an attorney or bankruptcy petition preparer as well as a copy of the disclosure form pursuant to 11 U.S.C. §527(a)(2).

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Express Bankruptcy Solutions, P.C.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Debtor/Client

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