



1445 Main St. Tewksbury, MA 01876

CONTRACT FOR CHAPTER 7 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:

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1. Type of Bankruptcy

Client retains EBS to file a Chapter 7 bankruptcy case. If it is determined at a later date that a Chapter 13 bankruptcy case is necessary or advisable, the parties shall execute a new fee contract setting forth the terms of such representation.

2. Base Attorney Fees

The base flat fee for these legal services due to EBS for filing this Chapter 7 bankruptcy case is \$ _____. This amount does NOT include the court filing fee or the credit report fee.

The fees for these services are as follows:

- Court filing fee: \$338.00
- Credit report: \$33.00 (if needed)

All debtors filing bankruptcy are required to take a credit counseling course PRIOR to the filing of his/her bankruptcy. Additionally, all debtors must take a financial management course after the filing of his/her bankruptcy in order to receive a discharge. The fees for these courses vary, but range between \$5.00-\$50.00 per course. Client is responsible for these fees and agrees to do so in a timely manner. EBS will file the certificates with the court on behalf of debtor(s). EBS will provide client with websites where client can take these courses to complete the requirements.

The TOTAL FEE of \$_____ (plus credit report if needed) must be paid in full prior to the filing of the bankruptcy and it is based on the following assumptions:

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- (a.) The client warrants and represents that he or she has provided the attorney with complete and accurate information.
- (b.) The client's circumstances, particularly the client's current monthly income as defined by the Bankruptcy Code, does not substantially change prior to the actual filing of the Chapter 7 bankruptcy case.
- (c.) The client must pay the fee in full before the bankruptcy is filed.

If any of these assumptions prove to be inaccurate, and as a result the amount of legal services provided by EBS is increased, then the base legal fee paid to EBS shall be increased at a rate of \$275.00 per hour to compensate EBS for the additional time and services required to provide the legal services. At such time, the parties must execute a supplement to this agreement. If the client refuses to sign such a supplement, then the Attorney-Client relationship shall be terminated and no Chapter 7 bankruptcy case will be filed for client by EBS.

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.

3. Services Provided Under EBS's Base Fee

The services of the attorney included in the Base Fee are those normally contemplated for a Chapter 7 case. They include the following services:

- (a) All services reasonably necessary to fully inform the client of the client's rights and responsibilities under Bankruptcy Law.
- (b) All services reasonably necessary to enable the client to make an informed decision about the filing of a Chapter 7 Bankruptcy case.
- (c) Advising the client of all available exemptions under any applicable law and assisting the client in claiming the exemptions that best serve the client's needs and desires.
- (d) Assisting the client in complying with all of the requirements imposed by the Federal Bankruptcy Laws, the Federal Bankruptcy Rules, or any Local Bankruptcy Rules.
- (e) Preparation and electronic filing of the bankruptcy petition, schedules, supplemental local forms, and mailing matrix.

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- (f) Drafting and mailing notice to creditors advising of filing of case when needed.
- (g) Drafting and mailing or emailing to client a letter regarding client's attendance at the Section 341 meeting of creditors and your other responsibilities.
- (h) Preparation for and attendance at Section 341 meeting.
- (i) Assisting the client in carrying out the Statement of Intention, provided that the client pays the Non-Base Fee for any redemptions.
- (j) Assisting the client in complying with routine requests for information and/or documents by the bankruptcy trustee, the court, or other parties involved in the case. This does not include requests for information by the U.S. Trustee's office, including a U.S. Trustee audit. This does not include attendance and preparation for a 2004 examination, which is a deposition taken under oath.
- (k) Communicating as necessary with the creditors and other parties involved in the case (including their attorneys) to facilitate the administration of the case and the application of the Automatic Stay.

4. Means Test Services

With respect to the "means test" provisions imposed by Section 707(b) of the Bankruptcy Code, the Base Fee charged in this case is based on one of the four assumptions set forth below.

- (a.) The debtor's debts are not primarily consumer debts and therefore the "means test" does not apply. The parties assume that no issues concerning the "means test" will arise in this case.
- (b.) The debtor's current monthly income as defined by the Bankruptcy Code is below- the- median income. The parties assume that no issues concerning the "means test" will arise in this case.
- (c.) The debtor's current monthly income as defined by the Bankruptcy Code is above the median income but the debtor's expenses, as calculated under Section 707(b)(2)(A) are sufficient to rebut the presumption that the filing of a Chapter 7 case would be an abuse

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of the bankruptcy laws. The parties assume that no issues concerning the “means test” will arise in this case.

- (d.) A presumption of bankruptcy abuse does arise in this case, but the debtor and EBS will attempt to rebut the presumption by demonstrating extraordinary circumstances pursuant to Section 707(b)(2)(B) of the Bankruptcy Code.

5. Client’s Obligations

The client’s obligations are as follows:

- (a.) to pay all Base and Non-Base Legal fees within 6 months of the date of this agreement. Failure to do so will result in the termination of this agreement. If debtor wishes to proceed, a second consultation will be required and there may be an increase of fees if circumstances have changed.
- (b.) To provide EBS 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.
- (c.) To provide accurate and honest answers to all of the questions asked of the client as EBS prepares and files the Chapter 7 bankruptcy case, and other motions or proceedings arising during the course of the case.
- (d.) To timely respond to all letters, emails and telephone calls from EBS or any member of the EBS staff.
- (e.) To keep EBS advised at all times of the client’s mailing and physical addresses, telephone numbers, and email addresses.
- (f.) To appear at the first meeting of creditors (the 341 meeting) and at any other court hearings or meetings as may be required by the court or any other party.
- (g.) To provide current bank account information to include monthly statements as requested and online account balances as of the date of the signing of your bankruptcy petition

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packet. To continue to pay all mortgages or vehicle loans securing property that you wish to retain.

(h.) To avoid any payments to relatives within one year of filing bankruptcy and inform EBS if any such payments have occurred. To avoid any transfers of property after meeting with EBS and inform EBS of any transfers which have occurred within 4 years.

6. Attorney Withdrawal from Chapter 7 Case

Pursuant to the Local Rules of the Bankruptcy Court, EBS shall remain the responsible attorneys of record for the client in all matters in the bankruptcy 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 EBS to withdraw from the representation of the client, include but are not limited to the following:

- (a.) The failure of the client to provide complete, truthful and accurate information to EBS;
- (b.) The failure of the client to comply with the debtor's obligations as provided for in this Agreement and in the Local Rules;
- (c.) The failure or refusal of the client to comply with the client's obligations to provide any supplemental information to the court or to the Chapter 7 Trustee or to correct any incorrect or incomplete information previously provided to the Court or the Trustee;
- (d.) The failure of the client to provide complete, truthful and accurate information to the Court, the Chapter 7 Trustee and the Bankruptcy Administrator.
- (e.) The failure of the client to pay for all Base or Non-Base fee services.
- (f.) If the client(s) are husband and wife, then any separation, serious domestic dispute, or divorce of the parties.
- (g.) Any irreconcilable conflict between the attorney and the client with respect to the case.

7. Expiration of Agreement

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If client fails to pay the balance in full within 6 months of this agreement and/or does not provide the required documents to allow attorney to file the client's bankruptcy within this time period, this agreement shall expire and a new retainer will be executed if both EBS and client wish to go forward. The price for filing may or may not increase depending upon whether or not client's situation has changed in a material way. EBS will determine this upon discussion with client. Any fees paid under the prior agreement will be converted to an hourly rate of \$275.00 per hour and charged against work done on the case until expiration.

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: _____ Debtor: _____

Dated: _____ Joint Debtor: _____
(if applicable)

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