

ATTORNEY-CLIENT BANKRUPTCY RETAINER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ at _____

by and between Handy Legal Services, Inc., with Attorney Anna Handy, hereinafter referred to “Attorney” and _____ hereinafter referred to as “Client” as follows:

1. TOTAL FEES AND COSTS

- a. Fixed Fee: A fixed fee shall be paid by the Client to the Attorney for legal services rendered under this contract. The fixed fee shall be paid as follows:
 - Chapter 7: \$799.00
 - Chapter 13 \$1,100.00

In order for the Attorney to begin to prepare the Client’s petition, the Client must provide a non-refundable retainer of \$600.00, along with all of the necessary documents and the completed Bankruptcy Questionnaire. The balance of the attorney fees, the filing fees and the costs deposit of \$150.00 must be paid at the petition signing appointment.

Prior to the petition signing appointment, Client must provide attorney with the completed questionnaire and all requirement documentation. Any changes to the petition and/or the schedules at the signing appointment will be billed at \$15.00 per schedule. Amendments to the petition and/or schedules after the case has been filed will be billed at \$30 per schedule, as well as Client is responsible for all filing fees for such amendments, in any.

FORMS OF PAYMENT: CASHIER’S CHECK, MONEY ORDER OR CASH ONLY.

No portion of attorney fees and costs that are paid or agreed to be paid may be cancelled or refunded. All fees and costs paid or agreed to be paid by the Client are fully earned compensation to the Attorney for services rendered and for the responsibility of undertaking representation of the Client. The Client understands that the Attorney’s acceptance of undertaking representation of the Client means that significant resources will be committed to the case and that other work the Attorney would do will be set aside, delayed, or turned down. All monies paid or agreed to be paid by the Client are fully earned by the Attorney and no money is refunded nor may Client cancel this agreement regarding the payment of attorney fees and costs. There is a \$30.00 fee for any returned checks. After the Attorney’s review of the Client’s completed questionnaire and supporting documents, if it is determined that the Client is not eligible for Chapter 7 Bankruptcy protection, all fees shall be refunded to client within 15 days.

- b. Costs: In addition to the fixed fee specified above, the Client shall pay for:
 - Bankruptcy Filing Fees:
 - Chapter 7 : \$335.00
 - Chapter 13: \$310.00
 - Credit Counseling Course (cost varies depending on a provider)
 - Debtor Education Course (cost varies depending on a provider)
 - Credit Reports
 - Mileage, Postage, Photocopies/Scanning Costs – billed at the following rate:
 - mileage - \$0.55 per mile;
 - photocopies - \$0.25 per page;

Client’s Initials _____

- postage, including Express Mail or FedEx – actual charges;
- court reporter's charges for depositions, hearings, transcripts, etc. – actual charges;
- service of process charges - actual charges;
- expert and witness fees - actual charges;
- reports from doctors; expert witnesses, or private investigation services - actual charges;
- any and all other charges and/or expenses deemed necessary by the Attorney – actual charges.

The Attorney has the authority to advance these fees and costs on behalf of the Client as the Attorney shall deem best in the representation of the Client and the Client shall be responsible to the Attorney as billed for these services and shall pay the same within 10 (ten) days of receipt of billing for these costs.

EXPERTS

The Client is liable for the payment of all experts the Attorney hires on the behalf of the Client and hereby appoints the Attorney as agent for the Client to hire such experts. Experts include, but are not limited to accountants, appraisers, actuaries, physicians, psychologists, psychiatrists, investigators, economists, or other attorneys and other experts deemed necessary to assist in the preparation and trial of the Client's case or matter for which the Attorney is retained. No expert will be retained without approval of the Client.

2. RECEIPT FOR TRUST FUNDS FOR COSTS

The Client Agrees to deposit in the trust account for Attorney the sum of **\$150.00** to cover costs associated with this case upon the signing of this Agreement. The Client is entitled to an accounting of said funds and a refund for all funds not paid on the behalf of the Client. If additional funds are necessary, the client agrees to deposit them within 10 (ten) days of any request to do so by the Attorney.

3. LEGAL SERVICES TO BE PROVIDED

The legal services rendered or to be rendered include:

- (a) The Initial interview with the Client.
- (b) Analysis of the financial situation of the Client and rendering advice to the Client in determining whether to file bankruptcy and under which Chapter.
- (c) Follow up meetings related to the Client's bankruptcy case.
- (d) Preparation and filing of the petition, Schedule of Assets and Liabilities, Statement of Affairs, means test forms, supplemental local forms, and Mailing Matrix reviewed by the Client for factual accuracy.
- (e) Discussion of and recommendation for required pre-petition credit counseling, and education requirements post-petition, and explanation of those requirements under the Bankruptcy Code. The Client also acknowledges that they will be solely responsible for the payment of all fees and charges related to the credit and educational counseling.
- (f) Provide information to the Client's creditors with regard to the status of the Client's bankruptcy case.
- (g) Provide required documents received from the Client to Bankruptcy Trustee for Meeting of Creditors;
- (h) Preparation and representation of the Client at the first Meeting of Creditors;
- (i) In Chapter 13, preparation of the Chapter 13 plan and attendance at the confirmation hearing(s).

4. LEGAL SERVICES NOT PROVIDED

Client's Initials _____

The legal services and/or legal representation not to be provided or not rendered by the Attorney under this agreement, unless specifically selected, include:

Additional Legal Services	Attorney Fee
<input type="checkbox"/> Settlement negotiation of any over-exempt assets	\$100.00
<input type="checkbox"/> Attending a missed Meeting of Creditors	\$200.00
<input type="checkbox"/> Re-Affirmation and Buyback Agreements	\$100.00
<input type="checkbox"/> Amendments to Pleadings, such as omitted property or creditor (see section I (a) setting the fee schedule for all amendments)	\$15.00 per scheduled at the signing conference; \$30.00 per schedule after the case has been filed.
<input type="checkbox"/> Redemption of Personal Property	\$100.00 per item
<input type="checkbox"/> Mortgage Modification Mediation	\$800.00
<input type="checkbox"/> Conversion of Chapter 13 to Chapter 7	\$100.00
<input type="checkbox"/> Re-Opening a Case	\$100.00
<input type="checkbox"/> Obtaining Tax transcripts and analyzing them for discharge ability	\$300.00
<input type="checkbox"/> Avoiding Judgment Liens against homestead property	\$600.00
<input type="checkbox"/> Representation of the Client in any adversary proceedings initiated by the Trustee or any creditor	\$150 per hour
<input type="checkbox"/> Representation of the Client in any objection to claim of exemptions by trustee or creditor	\$150 per hour
<input type="checkbox"/> Representation of the Client in any motion for relief from stay by creditor to proceed to foreclose on real property or repossess personal property such as automobile, furniture, etc.	\$300.00
<input type="checkbox"/> Representation of the Client for motions to compel abandonment of assets or motion to avoid judicial liens on real or personal property	\$300 per lien
<input type="checkbox"/> Representation of the Client for any type of federal or state tax advice, opinion, negotiation, or any other matters pertaining to the discharge of any tax under any state or federal law	\$1,000.00
<input type="checkbox"/> Representation of the Client for any request by the Trustee or any creditor to take the Client's deposition	\$150.00 per hour
<input type="checkbox"/> Representation of the Client in any appellate proceedings	\$150.00 per hour
<input type="checkbox"/> Other _____	_____

CLIENT WILL BE RESPONSIBLE FOR COURT COSTS, IF ANY, AND FIRM'S EXPENSES INCURRED FOR THESE ADDITIONAL SERVICES.

Client's Initials _____

5. DISCLAIMER OF GUARANTEE

Nothing in this Contract and nothing in the Attorney's statements to the Client will be construed as a promise or guarantee about the outcome of the Client's matter. The Attorney makes no such promises or guarantees. The Attorney's comments about the outcome of the Client's matter are expressions of opinion only. The Attorney renders no advice or opinion as to the dischargeability of tax debt and has not provided such advice to the Client.

Client's Initials _____

6. BANKRUPTCY DISCHARGE

The Client acknowledges and understands by signing this agreement that a discharge in bankruptcy is a legal excuse from paying unsecured debts, however bankruptcy does not cancel secured debts, debts to creditors that the Client did not list on Bankruptcy Schedules, most income taxes, payroll taxes, sales taxes, tax penalties and interest owed to the State and federal government, most student loans, child and spousal support, most fraud judgments from any court, punitive damages, criminal restitution and fines, most judgments for malicious and willful conduct from any court, and any money that you owe as a result of being sued for drunken driving.

The Client acknowledges and understands by signing this agreement that debts will not be discharged if a creditor proves that the Client lied about assets or concealed, destroyed or transferred any property within Bankruptcy Code Section 523 and/or 727.

7. CLIENT RESPONSIBILITY

The Client acknowledges and understands by signing this agreement that all the bankruptcy papers, pleadings and petitions are signed under the penalty of perjury and a false oath, concealment of assets or other allegation under Bankruptcy Code Section 727 by a creditor, trustee or court may result in the denial of discharge of debt or other sanctions, either monetary or non-monetary.

The Client understands and agrees that the Client will not discuss the subject matter of this case with anyone other than the Attorney. The Client agrees to follow the advice and instructions of the Attorney, cooperate fully with the Attorney in the handling of the said case, and the Client agrees to avoid all acts that are illegal, immoral, or unethical that might jeopardize the case.

The Client agrees to maintain contact with the Attorney, cooperate fully with the Attorney in this representation, and agrees to promptly notify the Attorney in writing of any change in address, telephone numbers, or other contact information supplied by the Client. If the Client does not maintain contact, the Attorney shall have the right to file a motion to withdraw and withdraw from representing the Client's legal interests. Further, the Client agrees to accept service at the last address provided in writing to the Attorney by the Client.

8. AWARD OF ATTORNEY'S FEES

The Attorney agrees to seek an award of attorney's fees and costs on behalf of the Client, if appropriate, to be paid by the opposing party, but the Attorney makes no assurance that such an award will be adequate or even that the Court will make such an award at all or that the client will not have an obligation for money and costs. However, any amount awarded by the Court and collected will be credited against any amounts due from the Client to the Attorney, and if there is an excess, the Client will receive a refund.

Client's Initials _____

If there is any amount due and owing from the Client to the Attorney, the Client agrees to pay any statement rendered within 30 (thirty) days from the receipt thereof. Interest will be charged at the rate of twelve (12%) per annum and added to the balance of the Client's account commencing and to the extent that Client's statement remains unpaid for thirty (30) days after the rendering of the statement to the Client.

The Court award of fees, costs, and suit monies does not act or limit Attorney's fee in any way or limit liability of Client to Attorney for fees, costs, or suit monies. The Client also agrees that should enforcement of this Agreement be necessary by the Attorney, the Attorney shall be entitled to recover reasonable attorneys' fees and costs incurred as a result of said action.

9. ADDITIONAL FEES

In the event that this case is not completed for any reason, including the failure of the Client to comply with any term or provision herein or upon dismissal of the Attorney by the Client, the fee due to the attorney shall be computed at the hourly rate of \$200.00 per hour and \$75.00 per hour for paralegal time, together with all costs, but in no event shall the fee be less than as agree above.

10. MEDIATION

If any dispute arises between the Client and the Attorney involving any provision of this Agreement, the parties agree that they will submit to mediation all disputes through the mediation process to a third party.

11. DISCLOSURE TO COURT

The provisions of this Agreement with respect to the fee arrangement may be disclosed to the Court in connection with any application by Attorney for fees for services Attorney renders on the Client's behalf. The Attorney will also advise the Court of any amount the Attorney has been paid or has received on account.

12. CHANGES TO THIS AGREEMENT

Any oral modification of this agreement will not be binding upon the Attorney and/or the Client unless it is subsequently made in writing and signed by both parties.

13. FULL UNDERSTANDING

The Client acknowledges that the Client has read and discussed this Agreement with the Attorney and fully understands the terms and conditions herein for legal services set forth above and agrees to be bound thereto.

The Client hereby certifies that the Client has read the foregoing agreement, understood its terms and conditions and has entered into it freely and voluntary.

Dated: _____

Client: _____

Dated: _____

Client: _____

Dated: _____

Attorney: _____

Anna Handy

Client's Initials _____