

## CHAPTER 7 BANKRUPTCY AGREEMENT

This Agreement is entered into on \_\_\_\_\_, between Bohlman Law Offices, P.C. (and not any individual attorney or agent of Bohlman Law Offices, P.C.), a debt relief agency and law firm (Law Office) and the person(s) signed below (Client). Client has retained Law Office to consult and advise Client regarding bankruptcy matters under Chapter 7 of the Bankruptcy Code. Law Office agrees to use its best efforts and abilities in representing Client in bankruptcy. Client acknowledges that Client is not retaining Law Office to appear in any proceedings in state or federal court other than bankruptcy.

**I. ATTORNEY FEES AND COSTS:** Client agrees to pay the flat fee, court costs, and due diligence product costs as disclosed herein and in the Agreement for basic services rendered as stated in Paragraph II, below. The Attorney Fees, court costs and due diligence product costs owed are as follows (check all that apply):

<input type="checkbox"/>	Basic Attorney Fees:	\$ 950.00
<input type="checkbox"/>	<input type="checkbox"/> Additional Fees if Joint Case (\$200):	\$ _____
<input type="checkbox"/>	<input type="checkbox"/> Additional Attorney Fees for real estate (\$150 per parcel x _____ parcels):	\$ _____
<input type="checkbox"/>	<input type="checkbox"/> Additional Attorney Fees if self-employed or own business (\$300):	\$ _____
<input type="checkbox"/>	<input type="checkbox"/> Emergency Filing Fee – \$300 (less than 14 days):	\$ _____
<input type="checkbox"/>	Court Costs (filing fee):	\$ 299.00
<input type="checkbox"/>	Credit Counseling Course (pre-filing)	\$ 40.00
<input type="checkbox"/>	Debtor Education Course (post-filing)	\$ 40.00
<input type="checkbox"/>	Due Diligence Cost (including credit report):	\$ _____
<input type="checkbox"/>	<input type="checkbox"/> Single Filer without real estate lien search – \$30	
<input type="checkbox"/>	<input type="checkbox"/> Single Filer with real estate lien search – \$102	
<input type="checkbox"/>	<input type="checkbox"/> Joint Filers without real estate lien search – \$50	
<input type="checkbox"/>	<input type="checkbox"/> Joint Filers with real estate lien search – \$122	
<input type="checkbox"/>	IRS Tax Return Transcripts – \$29 (four years)	\$ _____
<input type="checkbox"/>	Post-Discharge CLR and Verification Package (optional)	\$ _____
<input type="checkbox"/>	<input type="checkbox"/> Single Filer – \$135	
<input type="checkbox"/>	<input type="checkbox"/> Joint Filers – \$170	

**TOTAL \$ \_\_\_\_\_**

The foregoing fees must be paid in full before the case is filed. If Client wants to convert to a Chapter 13, Client acknowledges there will be additional fees and a new agreement will be necessary. Failure to pay attorney fees in a timely manner may cause Law Office, in its sole discretion, to close the file and terminate services. In the event that costs increase prior to being incurred, Client will pay the increased amount.

**II. BASIC SERVICES:** Law Office agrees, in consideration for the fee established in Paragraph I, to provide basic legal services in connection with Client's bankruptcy case; including communication with creditors, pre-filing advice, advice during the case concerning the nature and effect of the applicable chapter of the bankruptcy code, preparation and filing of the petition, schedules and statements, representation at the meeting of creditors, and other basic services. This Agreement covers bankruptcy services only, and Law Office will not be responsible for monitoring or defending any foreclosures or other collection lawsuits.

**III. NON-BASIC SERVICES (additional fees apply):** Client agrees that Law Office may charge additional fees for non-basic services. Law office will only undertake non-basic services with client's consent. Non-basic services include, but are not limited to:

- Standard hourly rates, as detailed in Paragraph IV, below, will apply to the following: Adversary Proceedings under 11 U.S.C. §523 or §727; Motions to Dismiss pursuant to §707(a) or other contested motions; Actions to Enforce the Automatic Stay pursuant to §362(k) or to Enforce the Discharge Injunction pursuant to §524; Rule 2004 Examinations, depositions, interrogatories, and other discovery proceedings (other than the initial meeting of creditors);
- Amendments to Creditor Schedules (if filed during the pendency of the bankruptcy): \$49 attorney fees + \$26 filing fee;
- Reaffirmation Hearings; Motions to Avoid Liens; and Continued Meetings of Creditors, if continued due to Client's failure to appear without 48 hours notice: \$200;
- Continued Meetings of Creditors, if continued at Client's request with at least 48 hours notice: \$150;
- Redemption Motions pursuant to §722; Redemption and Replacement Loan Review, Motions and related work: \$600;
- Motions to Re-Open a Bankruptcy Case: \$300 + \$260 filing fee.

**IV. TERMINATING SERVICES (Refund Policy):** If Client wants to terminate Law Office, Client must notify Law Office in writing. Client is entitled to a refund of unearned fees if Law Office is terminated prior to filing the Petition. Client agrees that Law Office will not refund the flat fee if Law Office has filed the case and has attended the meeting of creditors, unless retention of the entire flat fee would be unreasonable. If termination occurs prior to filing, Law Office shall provide an accounting of time and services and issue a refund check (if applicable) within a reasonable time. For the purpose of determining the refund due, Law Office's current hourly rate is \$195 for attorney time and \$90 for non-attorney time. Client also agrees that Law Office's services will be considered terminated when the case is closed or dismissed, except in instances where Client seeks Law Office's services to enforce the permanent injunction (see Paragraph III above).

**V. CLIENT'S OBLIGATIONS:** In addition to timely payment, Client agrees to carry out all legal obligations; to provide all requested information; to make full disclosure of Client's assets, liabilities, and financial information; and to provide notice of any change of address, email or phone number.

**VI. RETENTION AND DISPOSITION OF RECORDS:** It is Law Office's policy to retain files for seven years starting from the date the case is closed. Law Office encourages Client to keep and maintain copies of all bankruptcy-related matters.

**VII. LAW CHANGES:** Client agrees that Law Office is not responsible and assumes no liability for changes in the law that could affect the advice Law Offices gives Client. Law Office's advice is based on the current state of the law and could be subject to change at anytime.

**AGREED AND UNDERSTOOD:**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Client