

CHAPTER 7 SAMPLE EMPLOYMENT CONTRACT

I) Parties

A) This agreement is between _____ (Client[s]) and EBERT LAW OFFICES, P.C. (Firm).

II) Terms

A) Consideration

1) Client[s]

(a) Client[s] agrees to employ Firm for the purpose of preparing and filing a Chapter 7 Bankruptcy with the United States Federal Bankruptcy Court. Client[s] agrees to pay Firm the fee of \$_____ plus \$10.00 a creditor for legal representation in bankruptcy, plus all filing fees and other costs. The filing fee charged by the court is \$_____.

(b) Client[s] will tender payment of attorney fees in the following manner:

(c) Client[s] is to fully complete Firm[s]' worksheet by responding to each and every question.

(d) Client[s] is to obtain a credit report to assist in the completion of the worksheets.

(e) Client[s] is to provide Firm with all requested documentation and fully cooperate with Firm's request for information.

(f) Client[s] agree and understand, client[s] must provide firm with addresses and account numbers for all (100%) of client[s]' creditors.

2) Firm

(a) Firm agrees to provide the following services:

(i) Initial consultation with an attorney;

(ii) Answer all reasonable questions concerning bankruptcy laws and procedures;

(iii) Prepare the chapter 7 petition, schedules and statements with the information provided to firm in the "Worksheets" completed by Client[s].

(iv) Explain petition, schedules and statements to Client[s];

(v) Supervise the execution of petition, schedules and statements;

(vi) File petition, schedules and statements with the bankruptcy court;

(vii) Upon Client[s]' request, notify selected creditors by telephone, fax or e-mail of the filing of the bankruptcy;

(viii) Represent Client[s] at the regularly scheduled §341 Meeting of Creditors; and

(ix) File with the court the Client[s]' certificate of completion of the required debt counseling program.

B) Duty to Perform

1) Client[s] expressly understands creditors will not be barred from any collection activity unless and/or until the Bankruptcy Petition is filed with the Bankruptcy Court. Collection Activity, including Repossessions and a Foreclosure may continue until the Bankruptcy Petition is filed with the court. Client[s] also understands and agrees, firm shall not have any responsibility to prepare and/or file a Bankruptcy Petition until 100% of fees and costs are paid and fully completed worksheets are returned to the firm.

C) Additional Services

1) Client[s] understands and acknowledges any service performed in addition to those stated within this document will generate legal fees and/or costs. These services can include representation in a contested discharge hearing, dischargeability of debt matters and random U.S. Trustee audits. Client[s] acknowledges receipt of Firm's additional fee schedule.

2) Any additional services will be performed at the current billing rate, which is presently a maximum of \$275.00 an hour.

3) Client[s] acknowledges and understands failure of Client[s] to pay additional fees is sufficient grounds for the termination of legal representation by Firm.

D) Disclaimers

1) Client[s] understands and accepts Firm has made no promises or guarantees concerning the outcome of this case.

2) Client[s] understands and acknowledges the execution of this contract does not bind Firm to represent client in any matter outside this chapter 7 bankruptcy.

3) Client[s] understands the following debts are not dischargeable in a chapter 7 bankruptcy:

(a) Most taxes;

(b) Debts obtained by false pretenses, false representation or actual fraud;

(c) Debts that could have been listed in a prior bankruptcy, but were omitted;

(d) Domestic support obligations, including alimony, maintenance, support and property settlements;

(e) Debts for willful and malicious injuries;

(f) Most student loans;

(g) Debts owed due to death or personal injury caused by Client[s]' operation of a motor vehicle while under the influence of a controlled substance (including alcohol);

(h) Restitution; and

(i) Debts incurred to pay a non-dischargeable tax.

E) Acknowledgements

1) Client[s] acknowledges the receipt of the Chapter 7 and Chapter 13 Questions and Answers brochures prepared by Firm and Notices #1, #2, #3, #4 and #5.

- 2) Client[s] understands and agrees the attorney fees listed in section II(A)(1) represent a minimum retainer fee and that any amount paid is non-refundable.
- 3) Client understands all creditors must be listed and all assets disclosed in the workbook provided to Client[s] by Firm and in the Schedules filed with the Court.
- 4) Client[s] authorize Firm to destroy his/her/their file two years after the attorney/client relationship is terminated as defined in paragraph III of this document.
- 5) Client[s] agrees to fully cooperate with Firm by promptly and completely disclosing all information which may effect Firm's representation.

III) Termination

- A) Representation will conclude
 - 1) Upon written notice from Firm in the event Client[s]
 - (a) fails to timely tender fees required to file his/her/their chapter 7 case or
 - (b) refuses to cooperate with Firm;
 - 2) At any time, upon Client[s]' request; or
 - 3) Entry of Final Order concerning Client[s]' (granting or denying).

SIGNED this the _____ day of _____, _____.

Client

Client

Ebert Law Offices, P.C. accepts employment subject to the terms and conditions set forth in this document.

Ebert Law Offices, P.C.

By: _____

The receipt of \$ _____ is hereby acknowledged as a payment on the attorney fees, filing fees and costs, none of which is refundable.

Ebert Law Offices, P.C.

By: _____