**EXAMPLE CH 13 LOW BONO AGREEMENT FOR ATTORNEY SERVICES**

This Agreement represents the understanding between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(“the Client “) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Attorney “) with respect to the provision of legal services. The Attorney is a participant in the Bar Association of the District of Columbia Access to Justice Project (Bankruptcy ATJ Project).

1. The Client certifies that no other attorney is representing Client in this matter and understands that the Attorney cannot and does not promise a successful outcome.

2. The Attorney agrees to represent the Client by providing legal services in the following matter:

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3. Based upon information provided by Client during the intake process, the Attorney agrees to undertake this representation on a low bono basis. This means that the Attorney will represent Client at a discounted rate.For basic services described below, Client agrees to pay Attorney $\_\_\_\_\_\_\_\_\_ plus reimbursement of expenses for filing fees, fees for credit reports, credit counseling costs, professional appraisal of the Client’s property if Attorney deems necessary, and other out of pocket office administration expenses (Attorney Fees). Attorney Fees will be scheduled to be paid through the Chapter 13 plan except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. Basic Services included in proviso 3 shall include:

1. Counseling with and explaining to the debtor all of the debtor’s
responsibilities, including, but not limited to payments and attendance
at the meeting of creditors, confirmation hearing(s), and other required
hearings;
2. Verifying the debtor’s identity, social security number, and eligibility
for Chapter 13;
3. Timely preparation and filing of the petition, schedules, statement of
financial affairs, chapter 13 plan, all amendments and all required
documents pursuant to the Bankruptcy Code, the Bankruptcy Rules, and
these Local Rules;
4. Serving copies of all filed plans on creditors and interested parties as
required by the Code, the Bankruptcy Rules, and these Local Rules;

e. Preparing for and attending the meeting of creditors, confirmation
hearing(s), and all other required hearings;

f. Preparing pleadings and attending hearings for all necessary pre-
confirmation motions brought on behalf of the debtor;

g. Timely reviewing, objecting to, and filing claims, as necessary;

h. Filing amendments, motions, or any other required pleadings;

1. Attending all hearings when required;

 j. Assisting the debtor in petitioning the Court to employ special counsel,
to seek approval of settlements or compromises, and to request approval
of compensation for special counsel as appropriate;

 k. Attending hearings and defending motions against the debtor as
appropriate, including motions for relief from the automatic stay, until
discharge, conversion, or dismissal of the case;

l. Preparing, filing, and serving of motions for voluntary dismissals;

m. Preparing, filing, and serving of motions to deem mortgage current,
where appropriate;

n. Advising the debtor regarding the requirements for obtaining a
discharge, including eligibility for discharge; the need to complete a
course in personal financial management provided by an approved
agency; the need to satisfy requirements regarding domestic support
obligations; and filing all required § 1328 certifications with the
bankruptcy court;

o. Filing a statement regarding the completion of a course in personal
financial management if required by Federal Rule of Bankruptcy
Procedure 1007(b)(7) (or subsequent rules) and a motion for entry of
discharge (if appliable);

p. Consulting with the debtor from time-to-time after confirmation
regarding the status of the case and steps needed for plan completion,
including without limitation, changes of address, changes in
employer/employee withholding, review of summary notices of claims,
review of annual/semi-annual reports, and review or preparation of
miscellaneous correspondence regarding the case;

q. In a business case, filing business reports or providing any business
documentation as required by the chapter 13 trustee; and

 r. In all cases, assisting the debtor with compliance with all requirements
of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure,
General Orders, Local Rules, and procedures.

4. Some cases require legal services which are not set forth in proviso 3 and therefore, are not considered basic and will usually result in the Client owing additional fees beyond the fee quoted above in proviso 3. While the case remains in Chapter 13, Attorney will need to file an application with the Bankruptcy Court for approval of additional fees. Although such additional fees usually will be paid through the Chapter 13 Plan, Client understands that Client will be liable for payment.

5. By agreeing to this representation, the Attorney does not agree at this time to represent the Client in connection with an appeal or any adversary proceedings that may arise in the case. The parties may agree at a later time to extend representation to an appeal or adversary proceedings. If they do so, they will sign a separate agreement to that effect.

6. The Client understands and agrees that the referral through the Bankruptcy ATJ Project was based upon the information provided by the Client during the intake process. If that information changes or is different than was provided, the Client understands that the change in information is a basis for the Attorney to re-evaluate the case and may be a basis for termination of representation.

7. The Client agrees to:

a. Provide complete and honest information, including information that will assist the Attorney in investigating the matter.

b. Attend and be on time for all appointments and court dates.

c. Be responsive to the Attorney, including returning phone calls, responding to messages, and providing requested information in a timely way.

d. Promptly notify the Attorney of any changes of address or telephone number.

e. Take all necessary steps to pursue bankruptcy, including participating in credit counseling and debtor education associated with representation.

f. Promptly notify the Attorney of any change in financial situation. Client understands that a financial change may make the Client ineligible for representation for low bono services through the Bankruptcy ATJ Project and may be grounds to terminate this agreement.

8. The Attorney agrees to:

a. Keep the Client informed about the status of the case.

b. Keep all sensitive information provided by the Client confidential unless authorized by the Client to disclose it (with the exception of information shared with others in the Attorney's firm to the extent necessary to assist with the representation).

c. Consult with the Client before making any significant decisions about the case.

d. Not settle the case without the Client's consent.

9. The Client may terminate this Agreement at any time and for any reason. If the

Client does not comply with the terms of this Agreement; the Attorney may terminate this Agreement by providing written notice of his or her intention to do so.

**The above letter is an example of a Retainer Letters for services provided. This letter is not required to be used, but is provided for illustrative purposes only.**

**Additionally, for attorneys providing low bono services, please review the Debt Relief requirements under 11 USC 526-528.**

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Client Name (please print) Attorney Name (please print)

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Client Signature Attorney Signature

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Date Date