

**EMPLOYMENT CONTRACT FOR LEGAL SERVICES
IN CONNECTION WITH BANKRUPTCY**

The Law Office of Philip L. Weiser, referred to in this agreement as “attorney”, and
_____, referred to in this agreement as “client”,

hereby agree as follows:

1. **Scope of legal services:**

Attorney agrees to provide legal services to client in connection with a proposed Bankruptcy filing in the United States Bankruptcy Court for the District of Kansas, Wichita Division. The specific services to be provided are set forth below. Chapter 7 _____, Chapter 13 _____ (indicate which chapter with X)

2. **Duties agreed to be performed by client:**

- a. To pay attorney a “*base fee*” for a **chapter 7** case of \$ **1,000.00** _____, *OR* for a **chapter 13** case of \$**1,000.00** _____ (indicate which by X). The above stated fee does not include any filing fee charged by the Bankruptcy Court to file the proposed bankruptcy case. A filing fee of: \$ **299.00** for a **chapter 7** case, *OR* \$ **274.00** for a **chapter 13** case must be paid by client prior to the filing of the proposed bankruptcy case. In a **chapter 13** case, additional attorney fees of \$ **1,500.00** are billed and paid in installments during the “*repayment plan*” period.
- b. To provide attorney with a *complete and accurate* list of all assets owned by client, or which the client has any interest, and a *complete and accurate* list of all debts and liabilities owed by the client together with current information on all creditors;
- c. To provide attorney with *complete and accurate* information showing all current income and expenses for client and, if applicable, client’s dependents;
- d. To provide attorney in a timely manner any documents or information requested by the attorney, the bankruptcy trustee or the bankruptcy Court in this proposed bankruptcy case;
- e. To timely comply with all requests from the trustee and with all orders of the bankruptcy Court;
- f. To make all payments required and comply with all terms and conditions included in the “*repayment plan*” for a chapter 13 case;
- g. To attend the required meeting of the creditors (commonly called a section 341 meeting) and all required court proceedings;
- h. To attend the required confirmation hearing in the case of a chapter 13.

Legal services agreed to be provided by attorney:

- a. To prepare the required bankruptcy petition, schedules and supporting documents including the Statement of Financial Affairs necessary to commence the bankruptcy case;
- b. To prepare any amendments to the bankruptcy petition, schedules and supporting documents including the Statement of Financial Affairs and any other documents filed on behalf of the client in the proposed bankruptcy case. An additional filing fee may be required by the Court for such amendments, which shall be paid by the client, unless the client had previously provided the information to the attorney prior to the initial filing of the case. If the need to file amendments is due to the client not providing the attorney with the required information prior to filing the case, an additional legal fee may be charged to the client at the rate of **\$200.00 per hour**. A noticing fee may be required to cover the cost of notifying creditors of any amendment, and may also be required to be paid by the client to the attorney;
- c. To attend the section 341 meeting with the client, and attend the confirmation hearing in the case of chapter 13;
- d. In Chapter 13 cases, to prepare and file the Chapter 13 plan;
- e. In Chapter 7 cases, to review and if appropriate, approve reaffirmation agreements;
- f. To advise client of documents requested by the trustee, creditors or the Court, and to forward such documents to the requesting source when received from the client;
- g. To remind creditors that the automatic stay is in place, if such stay is applicable;
- h. To inform the client of any stay relief requests filed by any creditor, and the effect upon the creditor if a stay relief is granted.

Legal services NOT PROVIDED under this agreement, but which may be provided by separate written agreement:

- a. Represent client in any adversary proceeding or other contested proceeding, including defending any stay relief request or motions;
- b. Approve reaffirmation agreements which require a payment that client cannot afford to pay or that secures property that is unnecessary for client, to provide support to client or any dependent of client;
- c. Represent client in any conversion of this case to another chapter of the bankruptcy code;
- d. Represent client in any proceeding outside of the bankruptcy, whether commenced by the client before the bankruptcy case is filed, or commenced or continued after the bankruptcy case is filed or after stay relief is granted by the bankruptcy Court;
- e. Commence any proceeding based upon alleged violations of the automatic stay.

5. **Documents and disclosures provided to client:**

- i. Client acknowledges that the following documents or disclosures have been provided and have been read and understood by the client:
- j. Explanation of Bankruptcy Discharge in a Chapter 7 Case**
- k. Important Information About Bankruptcy Assistance Services from an Attorney or Bankruptcy Petition Preparer**
- l. Disclosures Required by the Bankruptcy Code**
- m. Instructions Required to be Provided to the Debtor Pursuant to 11 U.S.C. § 527(c)**

6. **Credit reports:** (indicate with X)

Attorney agrees to provide at additional fee of \$60.00. _____
Client will provide. _____

Other (or none if left blank) _____

Agreement Dated: _____

Client

Client

Philip L. Weiser

**Law Office of Philip L. Weiser
301 N. Market
Wichita, KS 67202-2009
316-260-7070; fax 316-260-7071**

DISCLOSURE

The Law Office of Philip L. Weiser is a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code. The assistance provided to clients may involve bankruptcy relief under Title 11 of the United States Code (the bankruptcy code).