**CONTRACT OF EMPLOYMENT**

I, **C. Rodney Harrington** (herein referred to as Attorney) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Herein referred to as **Client**; (*whether one or more*) enter into the following employment agreement:

***FLAT FEE***: As consideration for legal services rendered and to be rendered by the Attorney in carrying out representation in the filing of a petition for relief under the bankruptcy code, Client agrees to pay Attorney a Flat Fee in the total amount shown below. Attorney will be responsible for all costs associated with the filing of a bankruptcy petition, including but not limited to: court costs, credit counseling/financial management course(s), phone, copy charges, travel, credit report tees, investigative services, etc. The Flat Fee is:

**TOTAL CHAPTER 7** FEE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **TOTAL CHAPTER 13** FEE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In a Chapter 13 case, the Flat Fee may be adjusted in accordance with the Amended Standing Order regarding "No-Look" Fees in Chapter 13 cases which currently provides for additional fees of $400.00 for a Home Mortgage case, $700.00 for a Business Case, or $400.00 for a Tax Case, as defined in the Order. A copy of the Order may be found on the court's website www.lawb.uscourts.gov.

***SCOPE OF EMPLOYMENT***: Client further agrees that the Flat Fee covers the following basic services as needed:

(1) counseling Client in preparing the bankruptcy petition; the statement of financial affairs, the schedules of assets and liabilities; the schedules of current income and expenditures; the means test calculation; a statement of intention with respect to the retention or surrender of property securing consumer debts and related matters; the Chapter 13 plan; the requirements for eligibility under the Bankruptcy Code; and any other papers, pleadings, or reports which may he required by the court;

(2) counseling Client with respect to the exemption of particular items or types of property;

(3) counseling Client with respect to the dischargeability of any particular debt;

(4) attending the meeting of creditors, the confirmation hearing, and any other hearings which arise in the administration of this case except as stated below;

(5) modification of the plan *prior* to confirmation; and

(6) any incidental contacts or communications with the trustee and creditors.

The professional fee **DOES NOT INCLUDE** any additional or supplemental services such as, but not limited to, the following:

(1) defending Client against any adversary proceeding, complaint, or lawsuit filed by the trustee, a creditor, or any party in interest, including but not limited to: a complaint to dismiss the bankruptcy petition; a complaint under II U.S.C. §707(b): a complaint to except a debt from discharge; a complaint objecting to Client's discharge; or a complaint to avoid or to recover any transfer of property made before the filing of the bankruptcy petition;

(2) defending Client against any motion to lift the automatic stay;

(3) prosecuting any complaint which client is obligated to file for a determination that a debt is dischargeable;

(4) cancelling or avoiding any judgment or lien recorded against Client;

(5) modifying any *confirmed* Chapter 13 plan;

(6) moving to reinstate a case that was dismissed for non-payment;

(7) defending or representing Client in any lawsuit or proceeding initiated outside of the Bankruptcy Court,

(8) filing of any motion in reconsider or appeal of any order or judgment which is entered against Client;

(9) filing of any motion to incur debt, sell property, avoid lien, objection to claim, or other non-routine matters.

If Client needs additional or supplemental services that are not included in the Flat Fee, Client will he required to retain this firm at either its customary hourly rate of $275.00/hour **OR** an additional flat fee authorized pursuant to the Amended Standing Order regarding "No-Look" fees in Chapter 13 cases or otherwise negotiated at the time. Nothing in this agreement, however, shall obligate Attorney in future representation for services not included in the Flat Fee.

***FILING FEES***: In order to retain Attorney pursuant to the terms outlined above, Client agrees in pay the amount shown below as Filing Fee in case, money order or certified check. If this is a Chapter 7 bankruptcy, Client understands and acknowledges that the bankruptcy petition will not be filed until the entire Flat Fee is paid. If this is a Chapter 13 bankruptcy, the balance of the Flat Fee will be paid through the Chapter 13 plan. If Client decides not to file bankruptcy, any funds paid in accordance with this paragraph shall be retained by Attorney as a fee for services rendered. Attorney reserves the right to withdraw this offer and/or alter the terms of the engagement at any time before the Flat Fee has been paid.

**CHAPTER 7** FILING FEE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **CHAPTER 13** FILING FEE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***NO GUARANTEE:*** Client understands that because of the uncertainty of any legal proceedings, the interpretation and changes in the law and many unknown factors, Attorney cannot and does not warrant, predict or guarantee results or the final outcome of any case.

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Client

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Client