

**TERMS OF ENGAGEMENT FOR
R. "Trey" Arvizu, III, Attorney at Law
ARVIZULAW.COM, LTD.**

These are the terms of our engagement as your attorney. They can only be changed in writing and by mutual agreement. Please review these terms carefully and contact us promptly with any questions you may have.

Initial Retainer: \$ _____

General Description: Chapter 13 bankruptcy

Fee Arrangement: Hourly at \$250.00 for attorney time. Paralegal rate \$100.00 per hour.

BILLING AND FEE POLICY

UNDERSTANDING. We are pleased to have the opportunity to represent you. Our goal is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we begin it with a clear understanding about our fees and their payment. This memorandum will apply to all matters on which we are asked to represent you.

FEES. Our fee in this instance will be an hourly fee arrangement. This means that you will be billed on an hourly basis for time we put into the case. Our charges for expenses incurred from working on the case will be: postage – actual cost; copy charges - \$.15 per copy; overnight delivery - \$5.00 over invoice charge per delivery. Any other costs incurred such as motel/hotel/meals etc. for overnight travel will be charged at actual costs. Travel time will be charged at ½ the hourly rate.

FEE ESTIMATES. We do our best to estimate fees and expenses for particular matters where asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation matters, where the extent of necessary legal services may depend on the extent to which the opposition files pretrial motions and engages in its own discovery.

DISBURSEMENTS ON YOUR ACCOUNT . Invoices will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid by us on your behalf, such as delivery charges, travel, and the use of other service providers such as printers or expert witnesses, if needed. In litigated matters, we include payments made by us for process servers, court reporters, witness fees and so on. We normally request that court reporter's fees, expert witness fees and other large disbursements items be billed or forwarded to you for payment directly to the providers of those services.

INVOICES AND STATEMENTS. It is our office policy to invoice clients monthly for fees and out-of-pocket expenses. We record the time required to perform services, and we try to send out

invoices after your plan has been confirmed, describing all services rendered and expenses incurred up to the date of plan confirmation.

PAYMENT. Unless you have been told otherwise, any balance due over the paid retainer will have already been built into your chapter 13 plan payment.

REFUND POLICY. Typically, our refund policy is based on the following: \$100.00 charge for initial consultation, \$200.00 charge for administrative fees to open file in our office, \$100.00 monthly service fee from time of retaining my office to time refund is requested. The monthly service fee is for the benefit you receive by referring your creditors to my office and the time it takes to field these calls.

QUESTIONS. If you have questions about any aspect of our arrangements or our statements from time to time, please feel entirely free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

ACCEPTED AND AGREED TO:

DATE: _____

BY: _____

BY: _____