

NYC Bankruptcy Assistance Project

A Project of Legal Services for New York City



Scope of Representation Agreement for Bankruptcy Petition Preparation

This agreement is between _____ (you, and if applicable, your spouse—in this agreement, you and your spouse together are referred to as “you,” “your,” or “yourself”), and the New York City Bankruptcy Assistance Project at LSNY, their agents, staff, pro bono attorneys and other volunteers working within its programs (collectively, “NYC BAP”). NYC BAP is part of Legal Services for New York City (“LSNY”). The definition of “NYC BAP” also includes LSNY.

You and NYC BAP agree that this agreement sets out all of the responsibilities that NYC BAP has undertaken to do for you. It also lists several things that you must do to assist NYC BAP. Failure by you to carry out any of your responsibilities could result in NYC BAP being unable to assist you adequately, or could require NYC BAP to cease further assistance to you.

NYC BAP will review your questionnaire, supporting documents, credit reports, and other relevant materials to determine whether to recommend a Chapter 7 bankruptcy or not. NYC BAP will tell you what additional documents or information you must gather. NYC BAP will prepare a Chapter 7 bankruptcy petition, supporting schedules, declaration regarding means testing, fee waiver, and such other documents as are necessary to support the bankruptcy petition. NYC BAP will advise you about the Bankruptcy process, and about how to represent yourself at the Meeting of Creditors, and in communications with creditors about your bankruptcy. NYC BAP will prepare sufficient copies of documents to be filed, including electronic copies of creditor lists for you to file with the Bankruptcy Court and retain Court-stamped copies for yourself. NYC BAP will instruct you in how to file your petition with the Court.

NYC BAP expressly HAS NOT agreed to assist you with the amendment of documents, or with the preparation of additional documents, or with the provision of additional information, to the Bankruptcy Court, the bankruptcy trustee, creditors, or anyone else, should these become necessary, UNLESS such amendments, additional documents or additional information are required because of an error or omission by NYC BAP. Notwithstanding the foregoing, NYC BAP may agree to provide such further assistance at NYC BAP’s sole discretion. If it does, NYC BAP will confirm any such agreement to provide further assistance in writing.

NYC BAP HAS NOT AGREED TO BE YOUR ATTORNEY OF RECORD IN YOUR BANKRUPTCY CASE. YOU CANNOT REFER CALLS FROM CREDITORS, ATTORNEYS, THE TRUSTEE, OR THE COURT, TO NYC BAP. YOU ARE RESPONSIBLE FOR, AND BEAR THE RISKS OF, REPRESENTING YOURSELF AT THE MEETING OF CREDITORS AND ANY COURT HEARINGS RESULTING FROM THE FILING OF THE BANKRUPTCY PETITION.

You understand that pro bono attorneys assisting you may also represent one or more of your creditors in an unrelated matter (or matters). You hereby consent to this multiple representation, if it exists, and specifically waive any objection to such potential conflict of interest that these multiple representations may present.

You agree that you will provide complete and correct information to NYC BAP, and you will notify NYC BAP of any changes to information you have given us, including your answers on your Bankruptcy Questionnaire. **We will do what we can to identify all your creditors, but you must give us all the information you can about them. You are responsible for telling us about any creditors not listed in your credit reports, and you will be responsible for any failure to provide complete and accurate information in the bankruptcy papers.** You agree to inform us of changes in your mailing address, telephone numbers, or email addresses. You will also inform us if you discover any new information that would change any such information you gave us.

You agree to cooperate with NYC BAP in the preparation of your bankruptcy petition, and that you will not hold NYC BAP responsible for any negative outcome that results from your failure to cooperate with NYC BAP, or to follow the advice of NYC BAP.

You may terminate this agreement at any time, for any reason. NYC BAP may end this agreement for good cause, and shall notify you of such action in writing. Good cause can include, but is not limited to, failure to comply with requests from NYC BAP that you provide information or documents.

You understand that if you have any complaint about the services you have received from NYC BAP, you may make a complaint to the Executive Director of LSNY, or his designee. If that person is unable to resolve your complaint to your satisfaction, you may present your complaint to the Board of Directors of LSNY.

Clients:

X _____

Dated: _____

X _____

Dated: _____

For NYC Bankruptcy Assistance Project:

X _____

Dated: _____

Client(s)
initials

