

PROPERTY TAX APPEAL AGREEMENT

Between Wilkins and Company (“W&C”) and Property Owner or Authorized Agent (“We” “Our” & “Us”).

Per Property Fee Schedule	
COMMERCIAL REAL ESTATE	
Assessed Values From	Rate
\$1,000,000 and above	30%
Less than \$1,000,000	35%
SINGLE FAMILY RESIDENCES, TOWNHOMES, CONDOMINIUMS, AND RESIDENTIAL 2&4PLEXES	
Assessed Values From	Rate
\$2,000,000 and above	45%
Less than \$2,000,000	50%
EXEMPTION APPLICATION	\$25.00
AG EXEMPT PROPERTY	Flat fee

For property tax appeal service, we agree to pay W&C a contingent fee based on a percentage of the tax savings realized from a reduction in the assessed property value. We understand that no guarantees have been made as to the likelihood of success on any particular property. We understand that if a reduction is not obtained at the Appraisal District; relief through the District Court may be pursued at our option. Actual percentage of the contingent fee is determined by the Per Property Fee Schedule. (LEFT) This fee shall be charged for all tax savings achieved for the current and/or prior tax years that are a direct result of actions taken by W&C. The methods used to calculate tax savings shall be identical to the methods used by the county to calculate tax bills.

Please refer to the Fee Calculation Example for further explanation. (Below).

NO TAX SAVINGS, NO FEES!

Fee Calculation Schedule (Residential Example)						
Preliminary Value	Value After Protest	Reduction	Tax Rate(est.)	Gross Savings	Agreement	W&C Fee
\$250,000	\$150,000	\$100,000	x .03	= \$3,000	x 50%	=\$1,500.00

Assessment reductions may be evidenced either by a copy of the settlement agreement and/or an invoice indicating the amounts owed on the new tax bill. If it becomes necessary to challenge an assessment by the Appraisal District either through binding arbitration or in Court, additional arrangements for further involvement by W&C will be made by mutual agreement.

Costs for all administrative filing fees, income analysis, comparable market analysis, presentation preparation, (i.e. aerials, plats, special exhibits), hearing attendance and administration shall be absorbed by W&C. W&C may withdraw the petition if, after thorough review, it is determined that the property is fairly assessed, that additional efforts are not justified, or the property owner has failed to submit requested documentation to W&C (I.e. pertinent documents received from the Appraisal District regarding subject properties, documents required by the Appraisal District, etc.)

We understand that earned fees shall be due and payable at W&C’s office, located at 6316 N. 10th Bldg H Ste. 808, McAllen, TX, 78504, within 30 days of the date the invoice is mailed. Invoices not fully paid when due will accrue 1.5% per month until paid. If W&C is required to pursue any action to collect a delinquent fee, we agree to pay all costs of collection, including reasonable attorneys’ fees. Any legal action arising out of this agreement shall be brought in Hidalgo County, Texas. In the event fees are not paid, W&C is authorized and shall have the right to record a lien against any of my non-homestead real property.

This agreement is irrevocable for _____ and will remain valid for 5 years under the same conditions unless revoked in writing by the property owner or authorized agent before April 1st of any subsequent year. All changes to this agreement must be in writing and agreed to by W&C and Property Owner. All warranties are disclaimed and W&C’s liability for any omission, error, action, inaction, statement, or representation is limited to the amount of fees actually paid under this contract. W&C is not a fiduciary and does not assume any fiduciary responsibility under this contract. W&C is not required to obtain our permission to execute a settlement on our accounts.

AUTHORIZATION

I have read and understand the above paragraph.

We authorize, and appoint as our agent, W&C to execute and sign Notices of Protest and Appointment of Agent forms, present protests before the Appraisal District, negotiate, resolve, and sign settlements for disputed tax matters including correction of any errors, checking and filing for applicable exemptions of any kind, requesting refunds for previous years’ tax overpayments, and/or negotiate a property tax valuation and/or amount of property taxes through any other applicable procedure.

This agreement constitutes the entire agreement among the parties concerning the subject matter hereof and supersedes all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements between the parties hereto.

Client or Property Owner Name		Home Phone Number	
Additional Names		Work Phone Number	
Signature of Authorization (Required)		Fax Number	
		Email Address	
Mailing Address		City	State Zip Code
Property Physical Address	Property ID#	Physical Property Address	Property ID#
1.		4.	
2.		5.	
3.		6.	