

## Property Tax Consulting Agreement (Page 1 of 2)

1. This agreement (hereinafter "Agreement") is by and between the undersigned property owner or owner's representative (referred to as "Client") and Texas Property Tax consultants.org (referred to as "Consultant"). Client hereby engages Consultant on an exclusive basis and Consultant agrees to provide property tax consulting services with respect to appealing tax assessments for the property designated herein, owned or managed the Client as listed on the "Appointment of Agent" forms either attached hereto to added hereto.

2. This agreement is for 2010 property tax year and automatically renews each January 1st the following year thereafter ( "renewal date") unless terminated in writing, by either party at least thirty (30) days before the renewal date. Verbal communication regarding termination is not sufficient.

3. This Agreement is of property tax services for the following properties(s) (hereafter "Property"):

- \_\_\_\_\_

4. Consideration: Client agrees to engage Consultant (Kenneth J. Phillips) to represent you in protesting your property taxes and you expressly agree to pay Consultant a contingency fee equal one third (1/3) of any "Estimated Tax Savings" achieved by consultant through administrative hearings for the protested year on any one property. The tax savings is calculated prior to any type of exemption whether it be homestead or senior citizen. The fee due to Consultant would be 33.33% of the Estimated Tax savings or \$33.33 per \$100.00.

There is no guarantee or assurances regarding the outcome of any hearing, arbitration or appeal as to what the appraisal district will determine.

5. This agreement concerns property tax consulting services provided by Consultant, which relates solely to pursuing Tax Services of behalf of Client. Such services include the following: Review current and proposed tax assessment on the Property. Including supporting data, calculations and assumptions produced by the appropriated appraisal authority, as well as information provided by Client. If consultant determines that it is possible to attain a reduced assessment, Consultant will represent the Client before the appropriated tax assessment authorities using reasonable and appropriate means to negotiate the lowest possible assessment at the time.

6. Client allows Consultant complete discretion in filing appeals, negotiating property valuations and if final assessment is acceptable. Client further agrees to respond in a reasonable time to request for information by Consultant. Client acknowledges that failure to respond or provide requested information may impact Consultant's ability to effectively reduce the property valuation. Client understands and agrees that Consultant does not and cannot warrant or guarantee tax savings or an appeal of Property valuation

7. This Agreement is for administrative tax appeals and is not intended for consulting services beyond the applicable Appraisal Review Board. If both Client and Consultant agree that a property tax lawsuit against the appraisal district is warranted, the parties will enter into a separate, signed agreement for such.

8. Consultant agrees to serve as property tax Consultant on behalf of Client to research and pursue property tax reductions for the above referenced location(s). Such pursuits may include, but are not limited to property tax appeals, refund requests, tax roll corrections and filing for appropriated tax exemptions.

9. Client accepts the responsibility for payment of fees to Consultant for the current year work is performed. If ownership of property is transferred after a property tax reduction has been negotiated by Consultant or/and In the event a Property is sold prior to the payment of fees owed, Client agrees to remain liable for said fees to Consultant.

10. Consultant shall invoice Client once the administrative appeal has been completed. Fees are due and payable hereunder within thirty (30) days after the invoice date. Invoices will be delivered at the time that the service is rendered using the prior year's tax rate, if the current year's tax rate is to yet be established. Delinquent invoices are subject to liquidated damages at a rate of 1.5% per month.

11. Client is responsible and agrees to pay all responsible costs for collection regarding a delinquent invoice including, but not limited to court costs, associated collection costs and/or all reasonable attorney fees.

12. The Consultant is regulated by the Texas Appraiser Licensing & Certification Board, (TALCB)

13. Client and/or Client's representative as designated below, represents and acknowledges that he/she/it has the authority to act on behalf of the contract for Client.

14. Your signature below and/or on an Appointment of Agent form naming Kenneth J. Phillips to represent you on property tax matters will serve to engage Property Tax Consultants.org under terms of this agreement. By engaging Property Tax Consultants.org you authorize us to execute an Appointment of Agent on your behalf.

Agreed to and approved: Property owner/Agent for owner Accepted: Kenneth J. Phillips, dba kjpappraisal.com

**Client Information:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address of Property: \_\_\_\_\_

City/Zip: \_\_\_\_\_ County: \_\_\_\_\_

CAD Account # \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Kenneth J. Phillips  
President  
KJPAPPRAISAL.COM  
Texas State Certified  
General Real Estate  
Appraiser Tx-1321166-G  
(817) 929-0707 - Office  
(817) 341-1051 - Fx  
kjp@kjpappraisal.com  
[www.kjpappraisal.com](http://www.kjpappraisal.com)