



3435 Buford Highway  
Duluth, GA 30096

770.881.7327 Office  
770.904.7068 Fax

info@georgiarelief.com  
www.georgiarelief.com

## Property Tax Service Agreement

### Exhibit A - TERMS AND CONDITIONS – GENERAL AGREEMENT

By signing this Service Agreement I (Client) agree to the following terms and conditions:

#### Fees

##### 1. Service Fee

At the time that Georgia Property Tax Relief, Inc. receives a signed Service Agreement from the client either by fax, email, postal mail, or in person, the Client will be billed a service fee for each parcel submitted in the amount of \$100 for residential properties or \$250 for commercial properties. Georgia Property Tax Relief, Inc. shall not be bound, expected, or obligated, to undertake any action until the signed Service Agreement and Service Fees have been received.

##### 2. Contingency Fee

By signing the Service Agreement, Client agrees to pay Georgia Property Tax Relief, Inc. a contingency fee based on the property type.

**Residential Properties-** Contingency fee is 25% of the First Year Tax Savings achieved by Georgia Property Tax Relief, Inc. for the year appealed.

**Commercial Properties-** Contingency fee is 30% of the First Year Tax Savings achieved by Georgia Property Tax Relief, Inc. for the year appealed.

Tax Savings is defined as the initial appraised value (The value as of the date of the signing of this agreement), minus the final appraised value, times the **2018** tax rate.

#### Fee Calculations

The contingency fee is calculated based on the assessed value. The initial assessed value minus the final assessed value (after appeal) is then multiplied by the total tax rate from the previous year. Fees are calculated by subtracting final assessment from initial assessment and multiplying the difference by the previous year's total tax rate.

For Example (Residential):

	<b>Appraised Value</b>	<b>Assessed Value</b>
Initial Appraised Value & Assessed Value	\$750,000	\$300,000
Final Appraised Value & Assessed Value	\$600,000	\$240,000
Amount of Value Reduction		\$60,000
Assessed Value Reduction		\$60,000
Prior Year's Total Millage Rate		0.034
Estimated Tax Savings		\$2,040.00
25% of First Year Tax Savings		\$510.00

Note that the assessed value is "Frozen" in most cases, unless reassessed by the county due to a change in the property, ownership of the property, or county-wide reassessment (unlikely). The 25% (30% Commercial) fee is only figured on the first year of tax savings from that appeal, even though the value is "Frozen" for 3 years.

### **Payment**

Payment in full for services are due within thirty (30) days of the date of invoice from Georgia Property Tax Relief, Incorporated. Beginning thirty days after the invoice date, you agree to pay interest on the unpaid balance at a rate of 1.5% per month. If payment is not received by Georgia Property Tax Relief, Inc. within thirty (30) days of the invoice or statement date, Georgia Property Tax Relief, Inc. will be entitled to reimbursement of all expenses related to collection- including but not limited to attorneys' fees. All unpaid sums billed to the Client shall become a lien upon the estate of the Client, including real property, personal property and any homestead exemption.

### **Option for Arbitration or Judicial Appeals**

After the process of Administrative Appeal or the Board of Equalization hearing is completed, if Client is not satisfied with the reduction in taxes, Client and Georgia Property Tax Relief, Inc. may pursue arbitration or a judicial appeal, which requires a separate agreement.

### **Terms and Limitations**

Client acknowledges that Georgia Property Tax Relief, Inc. has given no assurances or guarantees as to the outcome of the client's appeal, hearings or judicial proceedings. Further, Georgia Property Tax Relief, Inc. makes no representation as to the time it may take to process Client's appeal once it has been submitted. Georgia Property Tax Relief, Inc., at its sole discretion, may choose not to represent a Client and may terminate this agreement without being held liable. If Client fails to timely provide information or documents to Georgia Property Tax Relief, Inc., Client shall have no claim against Georgia Property Tax Relief, Inc. for damages. If Georgia Property Tax Relief, Inc. fails to provide the services as listed herein, our liability for any and all claims is limited to the amount of fees paid by the client for the tax year in question on the property in question. Client is engaging Georgia Property Tax Relief, Inc. as a contractor and Georgia Property Tax Relief, Incorporated's liability as a fiduciary is limited by the terms of this agreement. This document represents the entire agreement between Client and Georgia Property Tax Relief, Inc. In making this agreement, neither party has relied on any representation or agreement that is not expressly stated in this agreement. This agreement can be amended only by a written document signed by both parties. Tax Savings are calculated for the purpose of determining fees for services rendered in prior, current, and future years by reference to assessed property values. If Client is an entity, then the individual signing this agreement represents that he or she is duly authorized and empowered to enter into this agreement. This agreement supersedes all prior agreements between you and Georgia Property Tax Relief, Inc., and will remain in effect until canceled by either party with a 30-day prior written notice. By signing this document, I acknowledge and accept the Terms and Conditions set forth in this agreement.

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Signature of Property Owner

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Date:



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## Property Tax Service Agreement

### Property Information

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

Parcel ID #: \_\_\_\_\_ County: \_\_\_\_\_ Tax Year: 2019

I, \_\_\_\_\_, (Client) authorize Georgia Property Tax Relief, Inc. to appeal the property tax assessment of the property listed above for the tax year above. I also authorize Georgia Property Tax Relief, Inc. to file a Taxpayer Return of Real Property on my behalf in the county in which the property is located, to negotiate assessment values with the county taxing authority and to represent me before the County Board of Tax Assessors and County Board of Equalization if necessary. I confirm that I am the owner of record of the above property, or if an entity owns the property, I am duly authorized and empowered to enter this agreement. I acknowledge and accept the Terms and Conditions of this agreement as set forth in Exhibit A "TERMS AND CONDITIONS - GENERAL AGREEMENT". I appoint Georgia Property Tax Relief, Inc. to represent me as my agent and authorize them to seek reductions in my property tax assessment, file administrative appeals, negotiate assessment values with the County Taxing Authority, schedule or reschedule hearings with the Board of Equalization, present my case before the County Board of Equalization if necessary or otherwise represent my (our) interests before the County Taxing Authorities for purposes of reducing the assessed value of the above referenced property. This agreement supersedes any other 2019 property tax service agreements for the above owner and property.

\_\_\_\_\_  
Signature of Property Owner

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

### Client Information

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

Company Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(If property ownership is held by another entity)

Mailing Address: \_\_\_\_\_  
(if different from above)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Daytime Cell

Correspondence Preference:  E-mail  Postal Mail