



## Terms and Conditions for Representation (for filing an appeal to the Board of Equalization or for taking over an existing appeal)

- 1. Client Representations.** Client owns the Subject Property. The Subject Property is located in DeKalb, Fulton or Gwinnett County, Georgia and the information provided by client is true and correct.
- 2. Statement of Engagement.** If Client is requesting Hotz to file an initial appeal to the Board of Equalization, then: (a) Client hereby retains Hotz to file an appeal of the assessment on the Subject Property made by the County Board of Tax Assessors for the current tax year (being the same year in which this Agreement is dated) (hereinafter "the appeal"). The ground(s) for the appeal shall be on value and/or uniformity of assessment. If Client is requesting Hotz to take-over Client's existing appeal that is currently pending, then: (b) Client hereby retains Hotz to take-over Client's existing appeal. Notwithstanding anything herein to the contrary, Hotz shall not be deemed to have been engaged and shall not take any action whatsoever hereunder until the administrative fee (see below) has been paid to Hotz and Hotz has received the following information: (i) the name(s) of the Client; (ii) the address and/or parcel ID number of the subject property being appealed; (iii) the Client's email address and telephone number; and (iv) the name of the County in which the subject property lies (DeKalb, Gwinnett or Fulton).
- 3. Effective Date of Agreement.** This Agreement shall be effective on the date all conditions stated in the paragraph herein above entitled "Statement of Engagement" have been met.
- 4. Cost to Client.** The fee for this personalized service is in two parts: an administrative fee of \$350, which is payable upon Hotz being retained, and a contingency fee based on the amount the assessment in question is reduced. The contingency portion of the fee is payable within 15 days from the Board of Equalization's decision. If Hotz is successful in reducing the property tax assessment on the Subject Property, the contingency fee due Hotz shall be 25% of the tax savings for the tax year appealed. [Hotz does not participate in Client's savings for second or third year, even though the result obtained by Hotz for the tax year in question should be frozen for two more years following the year appealed.] The contingency fee shall be calculated as follows: Calculate the difference between the property tax assessment on the Subject Property for the year appealed and the new, reduced assessment; multiply the resulting number by 40% (which gives you the taxable portion of the reduction); multiply that product by the millage rate for the year appealed; then multiple that product by 25% and the result is the contingency fee due Hotz. The contingency fee shall be due Hotz irrespective of how the reduced assessment is reached (whether by settlement, judgment or otherwise). The contingency portion of the fee is due within 15 days from the date a settlement is reached with the Board of Tax Assessors or from the date the Board of Equalization issues its decision.
- 5. Client's Right to Cancel.** Client shall have the right to cancel this Agreement at any time, for any reason, and without cause. In the event that Client cancels this Agreement within 24 hours from the



time Hotz is engaged hereunder, Hotz shall return \$200 to Client (within a reasonable time after Client's payment of \$350 has cleared in Hotz's account). If the cancellation is after 24 hours from the time Hotz is engaged hereunder, Hotz's fee will be deemed earned by Hotz. Notice of cancellation by Client must be in writing and shall not be effective until same is received by Hotz. As soon as reasonably possible after receipt of such cancellation (see paragraph below entitled "Calculation of Time of Receipt") Hotz shall cease providing services hereunder and Hotz shall notify the proper County personnel of Hotz's withdrawal of representation. If the appeal has been filed by Hotz it shall be the duty of Client to takeover the appeal in all respects. If the appeal has not been filed, irrespective of the amount of time remaining to file the appeal, it shall be the sole duty of Client to file and prosecute same.

6. Exculpation. Notwithstanding anything herein to the contrary, Client agrees unequivocally that Hotz is under no responsibility to file an initial appeal, irrespective of having been engaged hereunder and irrespective of having received the administrative fee from Client, and irrespective of any action taken or not taken by Hotz in attempting to file the appeal timely, if Hotz was engaged hereunder such that Hotz had three or less business days to file the appeal within the time allowed by law to file same.

7. Refund of Client's Funds. In any case where this Agreement and payment of the fee is received by Hotz such that Hotz has three business days or less to file the appeal within the time allowed by law to file same, and Hotz fails to timely file the appeal (for any reason), all funds paid by Client to Hotz shall be returned to Client (within a reasonable time after Client's payment has cleared Hotz's account).

8. Hotz's Authority under this Agreement. Hotz shall have the authority to do all things relating to the appeal that Client could do, if Client was proceeding without Hotz, including but not limited to negotiating a settlement of the assessed value of the Subject Property (for the tax year being appealed). Said negotiated amount may be negotiated with any Board of Tax Assessor's representative and outside of and prior to any Board of Equalization hearing. Hotz shall notify Client, by e-mail, of any such negotiated settlement. Notwithstanding anything herein to the contrary, upon Hotz consummating a negotiated settlement as contemplated in this paragraph and notifying Client of same, Hotz's services hereunder shall be concluded. Hotz, during the term of this Agreement, shall have the right to have the County Tax Assessors and Board of Equalization mail all notices relating to the Subject Property to Hotz.

9. Scope of the Appeal. The appeal contemplated herein shall be an appeal to the Board of Equalization. If the appeal proceeds all the way to and through a Board of Equalization hearing, Hotz's services hereunder shall cease upon obtaining a ruling from the Board of Equalization.

10. Time for Negotiations and Board of Equalization Hearing. Client hereby acknowledges that Hotz cannot control the time within which the Board of Equalization will schedule the appeal for a hearing or a time within which any representative of the County Board of Tax Assessors will respond to Hotz regarding any attempt to reach a negotiated settlement. The Board of Tax Assessors/Board of Equalization may delay in scheduling a hearing for a year or more from the date the appeal was filed.



11. Calculation of Time of Receipt. If any communication to Hotz, including Hotz's initial engagement, is done by electronic transmission and such electronic transmission is sent to Hotz on a Saturday or Sunday or any business day after 5:00 p.m., Hotz shall not be deemed to have received same prior to 9:00 a.m. on the next following business day. Business days for Hotz are Monday through Friday, excluding all federal holidays.

12. Controlling Law. This Agreement shall be deemed executed in Georgia and shall be governed by the laws of the State of Georgia.

13. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs and assigns.