

AGREEMENT

The undersigned Client hereby retains TAX ABATEMENT, INC., its employees, agents and assigns ("TAI") to analyze property tax assessment(s) for the property or properties listed below ("Property"). (Client and TAI are hereafter collectively referred to as the "Parties.") Upon completing its analysis, TAI will advise Client whether it is advisable to appeal the Property's tax assessment at the administrative level before the County's Value Adjustment Board.

Upon execution of this Agreement, Client agrees to pay TAI a twenty five dollar (\$25.00) processing and filing fee for each Property subject to this Agreement. The processing and filing fee may be delivered under separate cover. Client agrees to pay TAI a contingency fee equal to thirty five percent (35%) of any tax savings realized for the Tax Year appealed and any prior year's taxes which are reduced through TAI's efforts. This fee is computed without regard to any discount Client may receive for early tax payment. Client agrees that the portion of any resulting tax savings, whether reflected by a refund or by a revised tax bill, which corresponds to TAI's contingency fee, shall be held and treated as trust monies, with all of the attendant rights and protections accorded trust monies under Florida law. Client agrees to pay TAI's contingency fee no later than fifteen (15) days following receipt of a corrected tax bill, which will be issued if the taxes have not been paid, or upon receipt of a refund for taxes already paid. In the event a corrected tax bill is issued, Client agrees to notify TAI of receipt of said corrected tax bill within five (5) days of receipt. A corrected tax bill or refund of taxes already paid is generally issued by the County to the party who pays or paid the taxes (Client, Client's Management Company, Client's Escrow Agent, or a Purchaser of the Property during the Tax Year Appealed). Upon a sale of the Property subject to this Agreement during the Tax Year appealed, Client shall be released from all liability under this Agreement upon delivering to TAI an acknowledgement and agreement to the terms of this Agreement executed by the Purchaser of the Property. Any fees not paid, as set forth above, shall accrue a monthly late fee equal to 1 ½ % of the amount due.

In the event TAI represents any properties, pursuant to written or verbal instructions received from Client in subsequent years, and if the Parties do not enter into a separate or renewal agreement, the Parties agree that the terms of this Agreement shall control.

Client agrees to provide TAI with all information reasonably required by TAI for the preparation of the appeal, on a timely basis. TAI will promptly respond to Client's inquiries regarding the status of its appeal. TAI is not obligated to advance any appeal beyond the County's administrative level. TAI may withdraw the appeal at any time it deems appropriate.

In the event Client defaults in its payment obligations under this Agreement, including any extension of this Agreement, and provided TAI provides Client with seven (7) days written notice of its payment default, TAI shall be entitled to file a claim of lien on the Property in the public records of the County where the Property is located for all amounts due under this Agreement. If filed, said claim of lien shall become a continuing lien which shall bind the Property, and which may be foreclosed by TAI. Client agrees that in the event of default in its payment obligations, TAI shall be entitled to recover all of its costs of collection including reasonable attorneys' fees incurred at all judicial levels, whether suit be brought or not.

The Parties agree that communications delivered via Fax and/or Email shall constitute original written communications. In the event either Party brings legal proceedings to enforce the terms of this Agreement, the Parties agree that the laws of the State of Florida shall apply. Venue and jurisdiction for any legal proceedings brought under this Agreement shall be the courts of the County where the Property is located.



2009 TAX YEAR – PROPERTIES TO APPEAL:

FOLIO	PROPERTY ADDRESS	OWNER

ACCEPTED AND APPROVED BY:

Client _____
 Address _____

 Phone _____
 Cell _____
 Fax _____
 Email _____
 Signature _____
 By _____
 Date _____

Tax Abatement, Inc.
P.O. Box 310625
Miami, FL 33231
T: (305) 358-6900
F: (305) 358-6968
E: info@taxabatementinc.com

Michael C. Montero, President

AUTHORIZATION

The Party signing above, as Client, hereby certifies that it is authorized to enter into this Agreement. Client authorizes Tax Abatement, Inc., including its employees, agents and assigns, to act as its agent before the appropriate County Officials for the purposes of obtaining documents and information concerning the properties listed above. Client authorizes Tax Abatement, Inc. to negotiate and/or contest the ad valorem tax assessments for the properties listed above or on any addendum to this Agreement.