



TEXAS TRUE TAX™
HELPING YOU PROTEST PROPERTY TAXES

Terms and Agreement

In exchange for property tax appeal services, you agree to pay Texas True Tax, LLC ("Texas True Tax") a contingency fee based on the Estimated Tax Savings achieved for the protested tax year. In fulfilling this service Texas True Tax will make every reasonable effort to lower your property tax assessment through an administrative appeal or other available remedy. You authorize Texas True Tax to exercise its discretion in determining the best method of appeal and whether to attend a protest hearing. If attendance does not occur due to circumstances beyond our control, you will be notified as soon as reasonably practicable. Texas True Tax makes no representations regarding the outcome of any appeal. All warranties are disclaimed, and Texas True Tax's liability for any error, omission, action, inaction, statement, or representation is limited to the total amount of fees paid under this Agreement for the disputed year(s). In case of litigation arising from this Agreement, venue shall be exclusively in Bexar County, Texas.

1. SERVICES PROVIDED. During the term of your agreement, Texas True Tax will: Prepare and file necessary forms, including the Appointment of Agent (Form 50-162) and Notice to Protest (Form 50-132). Review property tax assessments, conduct market research, and compile and file evidence supporting a reduction with your county tax assessor and/or review board. Request and analyze county appraisal district evidence. Represent you in hearings on your appeal and will attempt to negotiate an assessment reduction. Advise you on further appeal options, including binding arbitration or judicial appeal, at Texas True Tax's discretion. Monitor property tax assessments annually and initiate appeals when warranted and notify you and will prepare new appeal as described above until you cancel your agreement. Client acknowledges that Texas True Tax does not guarantee a reduction in assessed value and that all decisions made by the ARB or other authorities are final unless further appealed.

2. FEE STRUCTURE & PAYMENT TERMS. Texas True Tax fee is \$100 per property. Client agrees to pay Texas True Tax to pay the fee **Further Appeals:** If Texas True Tax elects to continue beyond the ARB, Client agrees to pay a contingency fee of 25% of any further tax savings achieved through arbitration or litigation. **Filing Tax Exemptions:** There is no fee associated with filing an exemption as those are provided free of charge.

Estimated Tax Savings for a represented tax year are defined as the following calculation:

- Subtract the final assessed value from the initial assessed value then multiply the difference by the prior year's total tax rate. The resulting number is the Estimated Tax Savings used to calculate the contingency fee.
- For disaster exemption services, the tax savings are calculated by subtracting the property's post exemption assessment from the property's pre-exemption assessment, then multiplying the difference by the previous year's total tax rate, prorated for the balance of the year from the date of the disaster declaration.

TAX SAVINGS AND FEE CALCULATIONS FOR PRIOR, CURRENT AND FUTURE YEARS ARE CALCULATED WITHOUT REGARD TO AGRICULTURAL EXEMPTIONS, HOMESTEAD EXEMPTIONS, OVER 65 EXEMPTIONS, TIMBER EXEMPTIONS, WILDLIFE EXEMPTIONS OR ANY OTHER EXEMPTIONS.

Payment Terms: Full payment is due within 30 days of invoice issuance. If Client sells the property within the appeal year, all applicable fees remain due and payable. Texas True Tax reserves the right to pursue collections, including legal action, for unpaid fees. **Fee Adjustments:** Texas True Tax reserves the right to modify the contingency fee for future tax years with a 30-day written notice to Client.

3. CLIENT RESPONSIBILITIES. Client agrees to: Provide all necessary documentation, photos, including financial records, repair estimates, and sales data, upon request; Respond to Texas True Tax's requests in a timely manner to avoid delays; Notify Texas True Tax of any changes in property ownership or contact information; Revoke prior agent authorizations if applicable (Form 50-813); Maintain accurate payment information and fulfill payment obligations under this Agreement. Indemnification: Client agrees to indemnify and hold harmless Texas True Tax from any claims, damages, or losses that result from incorrect or incomplete information provided by Client or

Terms and Agreement available online at www.TexasTrueTax.com

Thank you for allowing us to serve you. Love God with all your heart, mind, strength and soul. And love your neighbor as yourself. Luke 10:27
Mike Berlanga 210-273-1177 | Michael@re-now.net | Anne Englert 210-445-3333 | Hello@TexasTrueTax.com



TEXAS TRUE TAX™
HELPING YOU PROTEST PROPERTY TAXES

Terms and Agreement

failure to comply with property tax deadlines. Failure to comply with these responsibilities may impact the success of the appeal and does not relieve Client of their payment obligations.

4. OWNERSHIP OF WORK PRODUCT & CONFIDENTIALITY

- All research, analysis, documentation, strategies, and supporting evidence compiled by Texas True Tax ("Work Product") are the exclusive property of Texas True Tax.
- Texas True Tax is under no obligation to provide Client with Work Product beyond final protest results.
- Client agrees not to share, distribute, or use Texas True Tax's Work Product for any other purpose without Texas True Tax's written consent.
- Any unauthorized use or disclosure of Work Product will be considered a breach of this Agreement.

5. LIMITATION OF LIABILITY. To the maximum extent permitted by law: Texas True Tax is not liable for any incidental, indirect, consequential, special, or punitive damages arising from this Agreement. Texas True Tax is not liable for any errors, omissions, or changes in tax laws or appraisal district policies. Texas True Tax's total liability is limited to the total amount of fees paid by Client under this Agreement. Texas True Tax makes commercially reasonable efforts to obtain and submit valid authorization forms but is not responsible if an appraisal district rejects authorization.

6. DISPUTE RESOLUTION & VENUE. Any disputes arising under this Agreement shall be resolved exclusively in Bexar County, Texas. The prevailing party in any legal proceeding shall be entitled to recover reasonable attorney's fees and court costs. Any dispute arising from this Agreement will be resolved exclusively through binding arbitration.

7. AUTOMATIC RENEWAL & TERMINATION. This Agreement automatically renews each year unless terminated in writing at least 30 days before the appeal filing deadline. Either party may terminate this Agreement by providing written notice. If terminated after Texas True Tax has filed an appeal, Client remains responsible for applicable fees. Texas True Tax may terminate this Agreement if Client fails to comply with their obligations or does not fulfill payment terms. Non-Circumvention: If Client attempts to file an appeal on their own or hire another Texas True Tax after engaging Texas True Tax, Client remains responsible for paying Texas True Tax's full contingency fee. Cancellation Fees: If Client terminates this Agreement after services have begun but before a protest decision is issued, Texas True Tax may charge a cancellation fee equal to 10% of the Estimated Tax Savings as compensation for work performed.

8. ELECTRONIC COMMUNICATION AND CONSENT TO CONTACT. Client agrees to receive electronic communications, including invoices and notifications, at the email or phone number provided. By providing Texas True Tax with your mobile phone number, you expressly consent to receive text messages about your account. Consent to these terms is not a condition of purchase.

9. DISCLAIMER OF WARRANTIES. WITHOUT LIMITING THE FOREGOING, TEXAS TRUE TAX DOES NOT GUARANTEE THAT ANY REDUCTION IN THE ASSESSED VALUE OF OWNER'S PROPERTY WILL BE ACHIEVED AS A RESULT OF THE SERVICES. OWNER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD AND TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. LIMITATION OF LIABILITIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (A) IN NO EVENT WILL TEXAS TRUE TAX BE LIABLE TO OWNER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE

Terms and Agreement available online at www.TexasTrueTax.com

Thank you for allowing us to serve you. Love God with all your heart, mind, strength and soul. And love your neighbor as yourself. Luke 10:27
Mike Berlanga 210-273-1177 | Michael@re-now.net | Anne Englert 210-445-3333 | [Hello@TexasTrueTax.com](mailto>Hello@TexasTrueTax.com)



TEXAS TRUE TAX™
HELPING YOU PROTECT PROPERTY TAXES

Terms and Agreement

TERMINATION HEREOF; AND (B) IN NO EVENT WILL TEXAS TRUE TAX'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY OWNER TO TEXAS TRUE TAX UNDER THIS AGREEMENT. THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. Without limiting the foregoing, Texas True Tax will make commercially reasonable efforts to obtain and submit a valid authorization for representation of Owner to the applicable appraisal district(s) but will not be liable should any appraisal district not accept an authorization.

11. GENERAL TERMS. The Agreement constitutes the sole and entire agreement of the parties. Owner acknowledges no other agreements or understandings exist beyond the scope of this Agreement, either oral or written, relating to real estate tax reduction services for the Property. If any clause, or portion of a clause, in this Agreement is determined invalid under applicable law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. This Agreement is governed by the laws of the State of Texas, without regard to its choice or conflict of law rules. The exclusive jurisdiction and venue for actions related to the subject matter of this Agreement are the state courts located in Bexar County, Texas or the United States District Court for the Central District of Texas, and both Texas True Tax and Owner submit to the personal jurisdiction of these courts. TEXAS TRUE TAX MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, UNDER THIS SERVICE AGREEMENT, AND TEXAS TRUE TAX SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED.

12. COMPLIANCE & REGULATORY NOTICE

Texas True Tax is licensed and regulated by the Texas Department of Licensing and Regulation (TDLR). Any complaints may be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Phone: (800) 803-9202, and Website: www.tdlr.texas.gov.

12. ACKNOWLEDGMENT & AGREEMENT

By signing below, Client acknowledges that they have read, understood, and agreed to the terms of this Agreement. Client further understands that this is a continuing service agreement that will automatically renew each year unless terminated in writing.

Terms and Agreement available online at www.TexasTrueTax.com

Thank you for allowing us to serve you. Love God with all your heart, mind, strength and soul. And love your neighbor as yourself. Luke 10:27
Mike Berlanga 210-273-1177 | Michael@re-now.net | Anne Englert 210-445-3333 | [Hello@TexasTrueTax.com](mailto>Hello@TexasTrueTax.com)