

# **CHRISTOPHER M. BATES, INC.**

## ***Property Tax Services***

521 NE 11<sup>th</sup> Avenue

Fort Lauderdale, Florida 33301

Phone 954-527-4016

Cell 954-292-5456

*E-mail: [chris@myfloridapropertytaxes.com](mailto:chris@myfloridapropertytaxes.com)*

*Web Site: [www.MyFloridaPropertyTaxes.com](http://www.MyFloridaPropertyTaxes.com)*

## **AGREEMENT**

It is agreed that Christopher M. Bates, Inc. ("CMB") will represent you ("Client") in the administrative appeal of the 2020 property tax assessment(s) on the property(ies) identified below (collectively, the "Property(ies)") under the following terms and conditions (the "Agreement").

- For each Property, Client agrees to pay CMB a performance fee equal to 25% (twenty-five percent) of the Tax Savings. "Tax Savings" is defined as the difference between the proposed assessment or tax (as determined by the TRIM Notice or otherwise confirmed by the appraisal authority) and the final assessment or tax for each Property (as determined either by the Value Adjustment Board ("VAB"), exemption status changes or a negotiated agreement with the local County Property Appraiser), multiplied by the final tax rate for each year.
- Tax Savings may also be determined by the actual amount of the refund check or the difference between the amount due, at the time of the results, and the revised amount due on the corrected tax statement, if taxes were not originally paid in a timely manner.
- Tax Savings includes refunds or savings on interest, multi-year settlements, penalties and increasing the available early payment discount, as applicable. For the discovery and procurement of any back tax savings on behalf of Client, it is agreed that CMB will be paid a fee equal to twenty-five percent (25%) of the refund amount, credit or estimated cash value of the benefit.
- CMB will not charge Client for costs associated with photography, printing, telephone calls, local travel or regular mail. Extraordinary costs shall be the responsibility of Client but will not be incurred without Client's prior consent. Such extraordinary costs include overnight mail, special photography, etc. CMB does not anticipate any extraordinary expenditure.
- All fees are due within thirty (30) days of proof of the reduction through a settlement letter or otherwise the results of the Special Magistrate's Findings of Fact indicating that a reduction was "Granted". Interest at a rate of 1.0% per month (or the maximum allowed by law, whichever is less) shall accrue commencing thirty (30) days after billing.
- CMB is not responsible for collecting, receiving or requesting the refund or corrected tax statement for client as such events are driven by appraisal and taxing authorities and generally conducted through automated systems.
- In the event any Property is sold or otherwise transferred prior to the conclusion of CMB's engagement and the payment of all of CMB's fees, Client shall continue to remain liable for the payment of CMB's fees until Client's transferee assumes in writing, Client's obligations under this Agreement.

- If either party initiates legal proceedings against the other relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees and costs including costs associated with pre-lawsuit collection efforts and the hiring of a collection agency. Florida law shall apply to any disputes and jurisdiction shall be in Broward County, Florida.
- CMB reserves the right to file a lien on the subject property(s) for client's failure to pay fees generated by property tax appeal services in a timely and reasonable manner; or non-payment of fees, after receipt of tax savings benefits or otherwise an actual refund.
- CMB also reserves the right not to challenge a particular assessment if it believes that a credible case cannot be presented for a reduction.
- This Agreement will stay in effect for ad valorem tax years beyond 2020, unless either party sends a written notice via email, return receipt requested or certified mail, to the other party cancelling this Agreement in the corresponding year. All terms and conditions will remain in effect, except that the actual tax year shall be substituted for 2020 throughout this Agreement.
- This Agreement constitutes the entire agreement between CMB and Client and supersedes all prior discussions, negotiations and agreements. No amendment or alteration of this Agreement shall be valid or binding unless in writing, executed by both parties.

If you have any questions, please contact us. Please list the Property (ies) and sign this letter below where indicated and return to me.

**LIST OF PROPERTIES**

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(Attach additional pages as necessary)

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

Sincerely,

READ, AGREED TO AND ACCEPTED BY:

Christopher M. Bates, Inc.

\_\_\_\_\_

\_\_\_\_\_  
As Agent:

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

\_\_\_\_\_  
Position: