

GEORGIA TAX APPEALS, LLC

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Service Agreement

Date _____

Owner Information

First Name Middle Name Last Name

Company Name (If Applicable) _____

Mailing Address _____

City _____ State _____ Zip _____

Daytime Phone Fax Email

Property Information

Property ID _____ Tax Year _____ County _____

Address _____

Property ID _____ Tax Year _____ County _____

Address _____

Property ID _____ Tax Year _____ County _____

Address _____

Property ID _____ Tax Year _____ County _____

Address _____

Billing Preference

Check Enclosed

Online Payment

Bill Me

I, _____, (print client's name) hereby authorize Georgia Tax Appeals, LLC to appeal the property tax assessment of the property listed above for the tax year indicated. I hereby authorize Georgia Tax Appeals, LLC to file an Appeal of Assessment, on my behalf, in the county in which the property is located, and to represent me before the County Board of Tax Assessors, County Board of Equalization or Hearing Officer. I represent 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 in the "Exhibit A" attached. I appoint Georgia Tax Appeals, LLC as my agent and authorize them to seek legal reductions in my tax assessment, by filing administrative appeals, and by presenting my case before the county Board of Equalization if necessary.

Signature

Date

TERMS AND CONDITIONS

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

Fees

Service Fee Upon receipt of a signed Service Agreement by Georgia Tax Appeals, Client will be billed a service fee of \$199 for commercial properties, or \$99 for residential properties. Georgia Tax Appeals shall not be bound, expected, or obligated, to undertake any action until the signed Service Agreement and Service Fee’s have been received.

Contingency Fee By signing the Service Agreement Client agrees to pay Georgia Tax Appeals a contingency fee equal to 35% of Estimated Tax Savings achieved by Georgia Tax Appeals for the year appealed. Fees will be calculated as outlined below:

Contingency Fee Calculations:

Fees are calculated by subtracting final assessment from initial assessment and multiplying the difference by the previous year’s total millage rate from all taxing authorities.

Example:

Item	Appraised Value	Assessed Value
Initial Appraisal & Assessment	\$ 1,000,000	\$ 400,000
Final Appraisal & Assessment	\$ 800,000	\$ 320,000
Difference	\$ 200,000	\$ 80,000
Reduction in Assessed Value		\$ 80,000
Total Millage Rate (City County & State)		.036
Anticipated Tax Saving		\$ 2,880
35% of Estimated Tax Savings		\$ 1,008

The Initial Appraisal & Assessment shall be the FMV on the date the service agreement is signed or current value on the Annual Notice of Assessment whichever is higher. The Actual tax savings may be different from the estimated tax savings, due to changes in millage rates, exemptions, bond rates, Storm Water Fees, or other fees which are set annually by the taxing authorities.

Money Back Guarantee

If Georgia Tax Appeals, after reviewing Client’s tax records, determines that the current assessment is proper, and it is not reasonable to expect a reduction in the assessed value, Georgia Tax Appeals shall refund 100% of the Service Fee and this Agreement shall be terminated.

Payment

Payments for services are due in full within 30 days of receipt of Georgia Tax Appeals invoice or statement. If requested, Georgia Tax Appeals shall provide evidence of the new value in the form of an Agreement, Notice, or Statement from the Board of Tax Assessors, Tax Commissioner, Board of Equalization or Superior Court Clerk. Beginning 30 days after the invoice date Client agrees to pay interest equal to the lesser of 1.5% per month or the maximum allowable rate. If payment is not received by Georgia Tax Appeals within thirty (30) days of the invoice or statement date, Georgia Tax Appeals will be entitled to reimbursement of all expenses related to collection, including, but not limited to attorneys’ fees and court cost. Any litigation arising out of this Agreement shall be filed in the appropriate Court of jurisdiction in Cobb County, Georgia.

Judicial Appeals

If Client is not satisfied with the reduction in taxes following an Administrative Appeal or the Board of Equalization, then he/she and Georgia Tax Appeals may pursue a judicial appeal. The Client agrees to pay Georgia Tax Appeals a contingency fee equal to 40% of the Estimated Tax Savings achieved through a Settlement Conference held prior to Board of Assessors certification to Superior Court. Certified appeals that require litigation will be subject to a separate agreement and our attorney's approval.

Terms and Limitations

Client acknowledges Georgia Tax Appeals has given no assurances or guarantees as to the outcome of the client’s appeal, hearings or judicial proceedings. Further, Georgia Tax Appeals makes no representation as to the time it may take to process Client’s appeal once it has been submitted. Client agrees to forward copies of all notices received from the Board of Tax Assessors, Tax Commissioner, or the Board of Equalization upon receipt. Georgia Tax Appeals, at its sole discretion, may choose not to represent Client and may terminate this agreement without being held liable. Georgia Tax Appeals liability as a fiduciary shall be limited by the terms of this Agreement. If Georgia Tax Appeals fails to provide the services listed herein, Georgia Tax Appeals liability shall be limited to the fees paid by Client for the property and tax year in question. Georgia Tax Appeals representation is limited to the County Tax Assessors Office and the Board of Equalization. Georgia Tax Appeals does not represent Clients with matters involving the County Tax Commissioner’s Office.

Entire Agreement

This Agreement represents the entire agreement between Client and Georgia Tax Appeals. Neither party has relied on any representation or agreement not expressly stated in this Agreement. This Agreement may not be amended except in writing and signed by both parties. The terms of this Agreement will be governed by and constructed in accordance with the laws of the State of Georgia. This Agreement supersedes all prior agreements between Georgia Tax Appeals and Client and will remain in effect until either party cancels by giving the other thirty days written notice.