

Nettles & Co.
Property Tax Services Agreement – Residential

The undersigned owner or authorized agent of owner (“Client”) hereby engages Nettles & Co. (“Nettles”) to represent Client in protesting the property taxes for the properties identified in Addendum A attached to this agreement (collectively the “Agreement”).

Term: This Agreement shall remain in effect for a period of 6 months and shall automatically renew every 12 months until terminated by either party with 30-days written notice. However, if Client terminates this Agreement within 30 days of the property’s applicable protest deadline or after a Notice of Protest has been filed by Nettles, Client agrees to pay Nettles any and all sums owing to Nettles pursuant to this Agreement for the protested tax year.

Scope of Work: Nettles will provide property tax consulting services for the properties identified in Addendum A attached to this Agreement. Such services may include preparing and filing Notices of Protest as necessary to initiate an appeal of a property’s assessed tax value, preparing and filing all required Appointment of Agent letters, appearing before the appropriate agency to represent Client at informal and formal hearings and if agreed to by Client and Nettles, pursuing arbitration or a judicial appeal of the property’s final assessed tax value. Such services shall not include collecting Client’s tax statements or paying Client’s property taxes. At Client’s instruction, Nettles may provide certain services outside the scope of work described herein for an hourly fee of \$150.00.

Fees and Payment: Client shall pay Nettles a contingency fee of **35%** of Client’s Tax Savings for the protested tax year for each of the properties identified in Addendum A. “Tax Savings” is the difference in the amount of taxes owed by Client after Nettles has performed services and the amount of taxes that would have been owed had Nettles performed no services. Payment of the contingency fee will be due upon receipt of invoice and shall become delinquent after **14 days**. Any delinquent unpaid balance shall accrue interest at the lesser of 1.5% per month or the highest rate of interest allowed by law. Should Nettles elect to pursue legal remedies to collect any delinquent unpaid balance, Client shall be liable for the cost thereof, including but not limited to, reasonable attorney’s fees and costs of court. Nettles is authorized and shall have the right to record a lien against any non-exempt real property of Client for any delinquent unpaid balance. **(This is the CASH & CHECK PRICE 3%+ FOR CREDIT CARD)**

Arbitration/Judicial Appeal: In some circumstances, Client and Nettles may agree to pursue arbitration or a judicial appeal of the property’s final assessed value. In the event arbitration or a judicial appeal is pursued by Nettles, Client shall pay Nettles a contingency fee of **40 %** of Client’s Tax Savings. “Tax Savings” is the difference in the amount of taxes owed by Client after Nettles or any legal counsel retained by Nettles to represent Client has performed services and the amount of taxes that would have been owed had Nettles or any legal counsel retained by Nettles to represent Client had performed no services. Client will be responsible for the expenses associated with the judicial appeal. This generally includes, but is not limited to, filing fees, appraisals, deposition fees, mediation fees, and any expert witness fees that become necessary. Other than the fee to file and serve the lawsuit, no fees will be incurred without your prior approval.

Warranties and Limitation of Liability: Client hereby represents that all information provided to Nettles to assist Nettles in its representation of Client will be complete and accurate information. Nettles will rely on the information provided by Client and shall have no obligation or responsibility to investigate, audit, verify or supplement the information. Client acknowledges that Nettles makes no representations, warranties or guarantees, express or implied, regarding the outcome of any protest, hearing, appeal, arbitration or judicial appeal. Nettles also makes no warranties as to the accuracy of any advice, data, reports, documents or other information provided in its representation of Client that was based on the information provided to Nettles by the Client. Nettles’ liability for any error, omission, statement, or representation is limited to and shall not exceed the greater of \$100 or the fees actually paid by Client to Nettles for services under this Agreement for the 4-month period immediately

preceding the event for which damages are claimed. Client acknowledges and agrees that Nettles has made no guarantees, promises, or assurances regarding the results which may occur from Nettle's services.

Appointment of Agent: Client hereby appoints Nettles as its agent and authorizes Nettles to represent Client in property tax matters related to the properties listed in Addendum A attached to this Agreement, including but not limited to, executing and filing Notices of Protests and Appointment of Agent forms, appearing before and presenting protests to the applicable Appraisal Review Board, negotiating and settling tax protests and coordinating and assisting in representing Client in the event the parties have agreed to pursue arbitration or a judicial appeal of Client's property tax account.

Force Majeure: Nettles shall not be liable by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, riots, terrorism, government sanction, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, or any other event that is beyond Nettle's reasonable control.

Entire Agreement/Governing Law: This Agreement is the entire agreement between the parties and supersedes all other agreements. This Agreement can only be modified or amended in writing and signed by each party. This Agreement will be governed in accordance with the laws of the State of Texas.

Agreed:

Accepted:

Signature of Owner/Agent

Nettles & Co.

Company / Client Name

Date

Phone

713.588.1167 Office
Elizabeth@nettlesco.com

E-Mail

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

Addendum A

11219 Cold Spring Dr., Houston, TX 77043

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

Appraisal District Name

Date Received (appraisal district use only)

STEP 1: Owner's Name and Address:

Name

Telephone Number (include area code)

Address

City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted. Identify all property for which you are granting the agent authority and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

all property listed for me at the above address

the property(ies) listed below:

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property.

Identify here the number of additional sheets attached:

STEP 3: Identify the Agent:

Name _____ Telephone Number (include area code) _____

Address _____

City, State, Zip Code _____

STEP 4: Specify the Agent's Authority

The agent identified above is authorized to represent me in (check one):

- all property tax matters concerning the property identified
- the following specific property tax matters:

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): Yes No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

- all communications from the chief appraiser
- all communications from the appraisal review board
- all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends. Pursuant to Tax Code Section 1.111(c), this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d), a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends _____

STEP 6: Identification, Signature, and Date:

sign here _____ Date _____

Signature of Property Owner, Property Manager or Other Person
Authorized to Act on Behalf of the Property Owner*

print here _____ Title _____

Printed Name of Property Owner, Property Manager or Other Person
Authorized to Act on Behalf of the Property Owner

The individual signing this form is (check one):

- the property owner
- a property manager authorized to designate agents for the owner
- other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.