

# CONTRACT CONDITIONS

I agree to the following conditions:

1. The Mark Lewis Tax Grievance Service, Inc. is not a government agency and is not affiliated with any government agency.
2. The Mark Lewis Tax Grievance Service, Inc. will furnish me with my property's full valuation, based on my total assessment upon request. I alone determined that my property had a lesser value than my township is claiming.
3. I am fully aware of the fact that I myself may receive a tax assessment reduction through my own efforts, but I elect to employ The Mark Lewis Tax Grievance Service, Inc.
4. I understand that The Mark Lewis Tax Grievance Service, Inc. will make reasonable efforts to fully communicate an offer of settlement made to them by the township in course of a tax assessment review proceeding, other than a hearing or a trial, with respect to the affected parcel of real estate. I am aware that in many cases offers are made where it is imperative to make a decision immediately. I fully authorize The Mark Lewis Tax Grievance Service, Inc. and their agents to fully negotiate a settlement for me.
5. At anytime, within three (3) days, after entering into this contract, I have the complete right to cancel. Cancellation must be in writing and sent to the Mark Lewis Tax Grievance Service, Inc., via certified mail in that three (3) day period.
6. "Only: 1. a person named in the records of Suffolk County Clerk as a homeowner; or 2. that person's authorized agent; or 3. a person who has contracted to buy the home; or 4. the estate of a deceased homeowner, is eligible under law to receive a tax assessment reduction and a property tax refund. If you are not in any of these four categories, you will not be able to receive a property tax refund and you should not sign this agreement."
7. If the home is sold prior to finalization of the grievance, the seller is responsible for fees incurred unless the new homeowner assumes responsibility of the grievance by signing our authorization form.

**I fully understand that there are NO (NONE) fees or disbursements to be paid by me prior to The Mark Lewis Tax Grievance Service, Inc., filing my grievance. If the grievance is denied at grievance level and small claims level, The Mark Lewis Tax Grievance Service, Inc., is responsible for all court fees and disbursements and I will not be obligated to pay anything. When the assessment is reduced as a result of the process initiated by The Mark Lewis Tax Grievance Service, Inc., I agree to pay the following:**

- A. FEES: I have engaged The Mark Lewis Tax Grievance Service, Inc., 1685 Middle Country Rd., Centereach, NY 11720, as sole and exclusive agent, to obtain a reduction of the assessed value of my property. I agree to pay them a DISCOUNTED FEE equal to 50% of the reduction prior to exemptions for my 2012/2013 property taxes. The discounted fee will apply if I pay within 30 days of the postmark on the envelope that contained the invoice and a copy of the official decision reporting the reduction of my property's assessed value. The tax reduction amount is calculated by multiplying the amount that the property's total assessed value is reduced by the tax rate for the 2012/2013 tax bill for the tax district in which the property is located prior to exemptions. The full UNDISCOUNTED FEE of 75% of the 2012/2013 property tax reduction will be due if full payment is not made or a written agreement from the Mark Lewis Tax Grievance Service, Inc. for a payment schedule is not obtained within 30 days of postmark.
- B. I agree to pay a \$75 appraisal fee (upon winning grievance only). This fee will be waived if I supply a certified appraisal dated no more than 1 year prior to grievance day. I will supply this appraisal to The Mark Lewis Tax Grievance Service, Inc. no later than May 1, 2012.
- C. If I fail to pay the above fees within 30 days of notification, I agree to pay reasonable attorney fees to The Mark Lewis Tax Grievance Service, Inc. I am aware that interest, at a rate of 1.5% per month on any unpaid balance will be added to my bill 31 days from the postmark on the envelope containing the invoice.
- D. All fees are payable within 30 days of The Mark Lewis Tax Grievance Service, Inc. receipt of the official notification of reduction, or fees may be deducted from any county refund checks at The Mark Lewis Tax Grievance Service, Inc. sole discretion. On any reduction obtained in small claims court, the \$30 court fee will be applied to the amount due to The Mark Lewis Tax Grievance Service, Inc. This agreement is not assignable except by prior written agreement between the parties.
- E. I agree that the Mark Lewis Tax Grievance Service, Inc. is the sole agent: If a reduction occurs for the 2011/2012 tax year and/or the 2012/2013 tax year through the efforts of anyone other than Mark Lewis Tax Grievance Service, I agree to pay the Mark Lewis Tax Grievance Service the sum of \$350 for their time, efforts and expenses within 30 days.

Any part of this contract that is deemed unlawful does not void the remaining parts of this contract

## AUTHORIZATION: DESIGNATION OF REPRESENTATIVE

I, (Print Name) \_\_\_\_\_, as petitioner (or officer thereof) hereby designate The Mark Lewis Tax Grievance Service, Inc., to act as my sole representative in any and all proceedings before the Board of Assessment Review and/or Small Claims assessment review of the Supreme Court, and any other proceeding pursuant to New York State Real Property Tax Law for the purpose of reviewing the assessment of my real property as it appears on the most recent assessment roll of any assessing unit for my property. This case will be submitted in May 2012.

I have fully read and understand what is in the contract and what fees are due upon winning a grievance.

Print Address Here \_\_\_\_\_

Signature (any owner) X \_\_\_\_\_

Dated \_\_\_\_\_ Current Phone Number \_\_\_\_\_

**TAX GRIEVANCE TIME COMING SOON**

**FILL OUT TO THE BEST OF YOUR ABILITY**  
OR FILL OUT APPLICATION ONLINE AT [WWW.MARKLEWISTAX.COM](http://WWW.MARKLEWISTAX.COM)

1. \_\_\_\_\_  
Name of Homeowner
2. \_\_\_\_\_  
Address of Home City State Zip
3. \_\_\_\_\_  
Home Phone Business Phone Cell Phone Inc. Village (if any) School District
4. \_\_\_\_\_
5. \_\_\_\_\_  
Mailing address of Owner (If different) City State Zip
6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_ 9. \_\_\_\_\_ 10. \_\_\_\_\_  
Home Style (colonial, ranch, cape) # stories Home's age Condition Lot Size
11. \_\_\_\_\_ 12. \_\_\_\_\_ 13. \_\_\_\_\_ 14. \_\_\_\_\_ 15. \_\_\_\_\_  
Approx. sq. ft. # of rooms # Bedrooms # Bathrooms # Kitchens  
excluding bathrooms
16. Waterfront? YES  NO  Waterview? YES  NO
17. Central A/C YES  NO  18. Garage? YES  NO  No. of Car Garage \_\_\_\_\_
19. In ground pool? YES  NO  20. Fireplace? YES  NO
21. Basement? YES  NO  FULL  PART  FINISHED  UNFINISHED
22. Purchase Date \_\_\_\_\_ 23. Purchase Amt. \_\_\_\_\_ 24. Do you live in home? YES  NO
25. Was the purchase a foreclosure/distress/estate/short/family sale? YES  NO  Specify \_\_\_\_\_
26. Property offered for sale within past 3 years? YES  NO  Date? \_\_\_\_\_ Price? \_\_\_\_\_
27. What do you believe property and home are worth? (Market Value) \$ \_\_\_\_\_
28. Any negative aspects of your home that might affect its value? YES  NO
29. Nearest crossroad to property? \_\_\_\_\_
30. Permission to contact via E-Mail: YES  NO  E-Mail Address: \_\_\_\_\_
31. Did you read contract and sign authorization on page 7 of this brochure? YES  NO

**If your house is FOR SALE, read and enter information below:**

Social Security # \_\_\_\_\_ required for the following reasons.

In many cases a refund is issued to us from the Suffolk County Treasurer's Office for the total amount of the reduction. This can be thousands of dollars. It is the responsibility of the Mark Lewis Tax Grievance Service, Inc. to distribute such refunds to our clients if and when entitled.

If you are moving or planning to move, please fill out below so we can expedite your refund. Once you have a forwarding address it is YOUR responsibility to inform us.

New address \_\_\_\_\_ Effective Date \_\_\_\_\_ New Phone # \_\_\_\_\_

**QUESTIONS ?????**  
**631-696-2222**

**MAIL TO: MARK LEWIS TAX GRIEVANCE SERVICE**  
**1685 MIDDLE COUNTRY ROAD CENTEREACH, N.Y. 11720**  
**FAX: 631-696-5844 E-MAIL: [MarkLewisTax@AOL.com](mailto:MarkLewisTax@AOL.com)**  
**Open 5 days year-round, 7 days Feb. 1 through May 15**