

## 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. furnished me with my full valuation on my property, based on my total assessment, and 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.**

## FEEES

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 2010/2011 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 2010/2011 tax bill for the tax district in which the property is located prior to exemptions. The full UNDISCOUNTED FEE of 75% of the 2010/2011 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, 2010. The Mark Lewis Tax Grievance Service, Inc., will pay for my appraisal if the grievance is not successful.**
- 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 1 year prior to, or after the signing of this agreement by the effort of another service or by effort of the homeowner, I agree to pay The Mark Lewis Tax Grievance Service, Inc. the sum of \$350 for their time, efforts, and fees 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 2010.

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 \_\_\_\_\_

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### Mark Lewis Tax Grievance

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