

RMA Consulting LLC
AGREEMENT FOR 2014 PROPERTY TAX REDUCTION



www.reducemyassessment.com

(Please Print)

PRINT PROPERTY OWNER'S NAME:

PROPERTY ADDRESS: _____

PHONE: (H) _____ **(B)** _____ **(C)** _____

Email Address: _____

AGREEMENT

UNDERSTANDINGS - I understand that only (A) a person named in the records of the Westchester County Clerk as a homeowner; or (B) that person's authorized agent; or (C) a person who has contracted to buy a home; or (D) the estate of a deceased homeowner, is eligible under law to receive a tax assessment reduction and property refund. I also understand that I am not in any of these categories I will not be eligible able to receive an assessment reduction or a property tax refund and should not sign this Agreement and that RMA Consulting LLC is an assessment and tax reduction service not a law firm and if any legal services are required RMA Consulting LLC may recommend a law firm to represent me.

REPRESENTATION - I represent that my property is a one, two or three family home used exclusively for residential purposes.

SERVICES TO BE PERFORMED - I acknowledge that I am not required by law to use a tax reduction service to apply for a reduction in assessment. By signing this agreement, however, I am directing RMA Consulting LLC to prepare and file for a 2014 assessment reduction of my real property and to

represent me at any proceeding which includes the preparation and filing of the Petitions, the preparation and presentation of a Comparable Sales Analysis and to physically appear on my behalf at settlement conferences and all court hearings as necessary.

NOTIFICATION OF TAX REDUCTION - RMA Consulting LLC will make every reasonable effort to communicate the terms of any offer of settlement in the course of the tax assessment review proceeding to the undersigned. I fully authorize RMA Consulting LLC to negotiate a settlement for me.

FEE FOR SERVICES - I understand that there will be NO FEE if there is NO REDUCTION in my assessment. If RMA Consulting is successful in reducing my assessment, I agree (A) to pay RMA Consulting LLC a fee equal to 50% of the "FIRST YEAR" tax reductions/savings payable within 30 days after RMA Consulting LLC, notifies me of any assessment reduction; (B) to pay such fee in the event I sell or move out of the subject property; (C) to pay reasonable collection/attorney's fees incurred by RMA Consulting LLC if I default on said payment and I agree to pay 1.5% interest per month on the amount due if I fail to pay such

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amount within the 30 days; (D) that the courts located in Westchester County shall have exclusive jurisdiction of any dispute or action relating to this agreement; and (E) I agree to pay a court-imposed filing fee (currently \$30), which will apply only if an appeal is taken to the Small Claims Assessment Review. Other expenses, such as court reporter, formal appraisal, or land survey, when required by the Board of Review or the Small Claims Assessment Review, if agreed to by the property owner in advance will be the responsibility of the property owner.

OPINIONS EXPRESSED - Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the value of your home or other homes we will be using as comparable value or other matters or various courses of action and the results that might be anticipated. Any such statement made by us or an employee of RMA is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. No guarantees are possible in matters such as this.

DISCHARGE OR WITHDRAWAL - You have the right to discharge us for any reason at any time upon giving us reasonable notice.

In the following circumstances, we have the right to withdraw from representing you upon giving your reasonable notice to enable you to secure another representative or counsel:

- If meaningful recoveries appear unobtainable;
- If you fail to cooperate in the preparation and presentation of your claims or otherwise breach this agreement;
- If you reject a settlement or compromise recommended by us; or
- If, for professional or ethical reasons, we do not believe we can proceed with our representation of you.
- If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal.

In the event of our discharge or withdrawal, we will be entitled to any fees earned by us based on settlement, judgment or recovery before the date of our withdrawal or

discharge.

If this Agreement correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing the enclosed copy in the space provided below and return it to us. This Agreement will not become effective and we will have no obligation to provide any services until you sign and return the copy to us.

I/we read and understand the terms and conditions set forth in this Agreement and agree to them.

If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this letter.

Owner(s) Signature:

Date: _____