

Engagement Agreement

For

Administrative Appeal Representation

Client hereby engages Hotz Legal, LLC (hereinafter “Attorney”) to represent Client in an administrative property tax appeal. Walter H. Hotz shall be the assigned attorney.

Definitions:

- “Client” shall mean: _____
- “Subject Property” shall mean: _____, being Parcel ID _____, in _____ County, Georgia
- “Tax year being appealed” shall mean: _____

The terms of the engagement shall be as follows:

- 1) Scope of Representation. Attorney shall file a property tax appeal for Client before either the Board of Equalization or Hearing Officer for the county in which the Subject Property lies for the purpose of contesting the county’s ad valorem property tax assessment of the Subject Property for the tax year being appealed or, if Client has already filed a property tax appeal to either the Board of Equalization or Hearing Officer and said appeal is pending, then Attorney will takeover the existing property tax appeal and will represent Client before either the Board of Equalization or a Hearing Officer, as the case may be.
- 2) Attorney’s Fee. The attorney’s fee consists of two parts – an administrative fee of \$350, which is payable upon Attorney being retained, and a contingency fee based on the amount the assessment in question is reduced. The contingency portion of the fee is payable within 30 days from the Board of Equalization’s or the Hearing Officer’s decision. If Attorney is successful in reducing the property tax assessment on the Subject Property, the contingency fee due Attorney shall be 35% of the tax savings for the tax year appealed. [Attorney does not participate in Client’s savings for second or third year, even though the result obtained by Attorney for the tax year in question will be frozen for two more years following the year appealed.] The contingency fee shall be calculated as follows: calculate the difference between the property tax assessment on the Subject Property for the year appealed and the new, reduced assessment; multiply the resulting number by 40% (which gives you the taxable portion of the reduction); multiply that product by the millage rate for the year appealed; then multiple that product by 35% and the result is the contingency fee due Attorney. The contingency fee shall be due Attorney irrespective of how the reduced assessment is reached (whether by settlement or judgment).
- 3) Appraisal Cost. Client shall be responsible for the cost of an appraiser, licensed in Georgia [such appraiser shall prepare a written appraisal on the Subject Property for the tax year appealed, shall accompany Attorney to all settlement conferences (if requested by Attorney), and shall attend (with Attorney) at the Board of Equalization and/or Hearing Officer hearing. The appraiser shall be chosen by Attorney. Client shall have the right to approve the cost of the appraiser chosen by Attorney prior to the appraiser being retained. If Client does not approve of the cost of the appraiser and a reasonable substitute appraiser, at a cost approved by Client, cannot be obtained, Attorney reserves the right to

withdraw from representing Client hereunder. If Attorney withdraws pursuant to the provisions of this paragraph: (a) said withdrawal shall be deemed for good cause; and (b) the administrative fee will be deemed earned by Attorney but no contingency fee will be due Attorney.

- 4) Dismissal of Attorney. If Attorney is dismissed by Client for any reason other than for good cause, Attorney shall be entitled to the contingency fee herein referenced calculated as herein stated regardless of when, how or by whom the reduced assessment for the tax year appealed is accomplished.
- 5) Client's Representation of Authority. The undersigned represents that the subject property is in county referenced above and that he/she is the owner of the Subject Property or has controlling ownership interest therein or is otherwise authorized by the owner of the Subject Property to enter into this agreement on behalf of such owner.
- 6) Controlling Law. This agreement shall be deemed to have been entered into in DeKalb County, Georgia and shall be construed under the laws and regulations of the State of Georgia.

This Agreement is entered into this _____ day of _____, 201__.

Client:

(signature)

Walter H. Hotz, Attorney

(print name)

Position: _____