



TAX GRIEVANCE AGREEMENT

Name: _____

Property Address: _____
(the "Property")

Tax Year: 2011/2012

The undersigned understands and agrees to the following:

1. **NO COST GUARANTY:** I will not be required to pay any fees, costs or expenses unless and until Long Island Tax Cut, LLC has obtained a reduction of the assessed value of the Property. ALL costs and expenses will be advanced by Long Island Tax Cut, LLC and the full responsibility of Long Island Tax Cut, LLC if the assessed value is not reduced as a result of the efforts of Long Island Tax Cut, LLC.
2. I retain Long Island Tax Cut, LLC, which is a private company not affiliated with any government agency, to be my sole agent to file a property tax grievance on my behalf concerning my 2011/2012 property taxes. I understand that I could file a tax grievance on my own behalf and potentially receive a tax assessment reduction through my own efforts, but elect to hire Long Island Tax Cut, LLC to do so on my behalf.
4. I have the complete, absolute and unconditional right to cancel this Agreement at any time within three (3) days after entering into this Agreement. In order to cancel, such cancellation must be in writing and sent to Long Island Tax Cut, LLC via certified mail in that 3-day period.
5. Long Island Tax Cut, LLC will use its best efforts to obtain a property tax reduction for the Property and will make all reasonable efforts to fully communicate any offers of settlement made to it by any governmental agent. I fully authorize Long Island Tax Cut, LLC to fully negotiate a settlement for me.
6. I agree to pay the following, ONLY IF THE ASSESSMENT IS REDUCED:
 - A. Fifty Percent (50%) of the reduction in the 2011/2012 property taxes for the Property. The amount of the tax reduction is determined by multiplying the Property's total assessed value (prior to any exemptions) by the tax rate for the tax district in which the Property is located at the time the decision is made.
 - B. A \$150.00 appraisal fee is payable to Long Island Tax Cut, LLC only if the grievance is successful, unless at the time of this agreement I have supplied Long Island Tax Cut, LLC with an independent appraisal of the Property that is less than 1 year old.
 - C. If I do not pay the above fees and expenses within 30 days of notification, I agree to pay reasonable attorney's fees to Long Island Tax Cut, LLC. In addition, interest will accrue at the rate of 1.5% per month on any unpaid balance starting 31 days from the postmark on the envelope that mailed the invoice to me at the Property address.
 - D. Long Island Tax Cut, LLC is entitled to deduct all fees from any county refund check following a reduction obtained in small claims court, including the 50% FEE above, appraisal fee of \$150.00 and \$30.00 court filing fee if an appeal is necessary. If the check is sent directly to me, I agree to pay Long Island Tax Cut, LLC all fees and expenses set forth paragraphs A, B and C above plus the \$30.00 court filing fee. This Agreement contains the entire understanding between the parties and may not be amended except by a writing signed by all parties.

This Agreement may not be assigned by me except by prior written agreement of Long Island Tax Cut, LLC. I agree that I am responsible for the referenced fees even if I sell the Property unless and until the new homeowner signs an Agreement with Long Island Tax Cut, LLC

NOTE: Pursuant to law, only the following are eligible to apply to receive a property tax refund or obtain a tax assessment reduction: (1) a person named in the records of the Suffolk County Clerk as a homeowner; (2) that person's authorized agent; (3) a person who has contracted to buy the home; or (4) the estate of a deceased homeowner. In addition, in Suffolk County, a person may not apply for a property tax reduction if they received a property tax reduction the previous year. By signing below, I represent that I am eligible, have read and understand the foregoing, and that I am authorized to retain Long Island Tax Cut, LLC as my sole and exclusive agent to file and process a tax grievance for the Property for my 2011/2012 property taxes.

AUTHORIZATION - DESIGNATION OF REPRESENTATIVE

2011/2012 TAX YEAR

I, (Print Name), as a petitioner hereby designate Long Island Tax Cut, LLC, to act as my sole representative in any and all proceedings before the Assessor, Board of Assessment Review and/or Small Claims assessment review of the Supreme Court, and any other action or proceeding under the New York State Real Property Tax Law, for the purpose of challenging the Assessment of my real property as it appears on the most recent assessment roll of any tax assessing unit for my real property listed below.

Property Address: _____

Signature: X _____

Date: _____ Phone Number: _____