



Property Tax Services Agreement

THIS AGREEMENT is being entered into between _____ (hereinafter referred to as "Client and/or Taxpayer") and Patrick O'Connor & Associates, L.P., dba O'Connor & Associates (hereinafter referred to as O'Connor). IT IS HEREBY AGREED as follows:

Services: O'Connor will provide Client with property tax appeal services by representing Client before the County Assessor's Office and facilitating further appeals, as defined below. Client authorizes O'Connor to provide property tax appeal services in perpetuity to secure a fair and equitable real estate valuation. This Agreement is terminable at will as defined in the "Length of Agreement" provision below. You authorize O'Connor to exercise its discretion in determining the method of appeal and whether to attend an appeal hearing. You acknowledge that O'Connor has made no representations regarding the outcome of any appeal. **O'Connor's services do not include exemption filings. It is your responsibility to file an application with your county assessor for any applicable exemption. All warranties are disclaimed and O'Connor's liability for any error, omission, action, inaction, statement, or representation is limited to the amount of fees paid under this contract for the year(s) in dispute.**

Contingency Fee: In exchange for property tax appeal services, you agree to pay O'Connor a contingency fee equal to 30% of the Estimated Tax Savings (as defined below) achieved by O'Connor in providing the services under this Agreement. O'Connor will charge a 30% contingency fee for each year that O'Connor is successful in decreasing the assessed value of the property. There will be no fee due to O'Connor if a reduction is not obtained. All fees are exclusive of reasonable costs. Beginning thirty (30) days after the invoice date, you agree to pay interest on any unpaid balance at a rate equal to the lesser of the maximum lawful interest rate or eighteen (18%) per annum (pre-judgment and post-judgment), compounded annually.

Estimated Tax Savings: "Estimated Tax Savings" for a represented tax year are defined as follows: subtract your property's reduced assessed value for that year from its initial assessed value, then multiply the difference by the state equalizing factor. The resulting number is the Equalized Assessed Value "EAV" used to calculate the contingency fee.

Further Appeals: If O'Connor believes it is advisable to continue the appeal process beyond the County Assessor's Office, you authorize O'Connor to engage an attorney on your behalf to appeal to the Board of Review, the Property Tax Appeal Board (PTAB) and/or the circuit court, if necessary. You further authorize O'Connor to negotiate a settlement on your behalf. O'Connor is responsible for all associated expenses including attorney fees, court costs, appraisals, and expert witness fees. You agree to pay O'Connor a contingency fee of 50% of the Estimated Tax Savings resulting from any appeal to the circuit court. If you request an appeal or process that is not recommended by O'Connor, a mutually agreed contract may be separately negotiated. O'Connor is not a law firm and is not providing legal services in connection with its property tax appeal services. Any attorney retained by O'Connor under this provision operates separately from O'Connor and exercises independent legal judgment in rendering legal services.

Length of Agreement & Jurisdiction: This agreement supersedes all prior agreements between you and O'Connor and will remain in effect until cancelled by either party with a 30-day prior written notice. O'Connor will continue to protest your property taxes every year until this agreement is cancelled. In effect, this agreement creates an agency relationship between the Client and O'Connor. This Agreement shall be governed by the laws of the State of Texas. The venue for any cause of action arising under this Agreement in connection with services provided shall lie the county where the property serviced is located.

By providing O'Connor with your mobile phone number, you expressly consent to receive text messages about your account. Consent to these terms is not a condition of purchase.

Agreed to and approved: CLIENT/ AGENT

Signature Date

Print Name: _____

Phone: _____ Fax: _____

E-mail: _____

* A separate fee structure may be negotiated for processes not recommended by O'Connor.