

## Application & Authorization Form: Please read the following and fill out the agreement below.

Granite Real Estate Tax Consultants, LLC ("Granite") is hereby authorized as my sole representative in connection with the tax grievance proceedings for my property for the 2022 Assessment Roll (2022-2023 tax roll). This includes informal and/or preliminary assessment review meetings with the assessor and/or their representatives, all proceedings before the Board of Assessment Review, and/or, in Granite's discretion, the NYS Supreme Court Small Claims Assessment Review or, arranging for Article 7 Judicial Proceedings. Because circumstances, including hearings or trials, might require an immediate decision and because I rely on Granite's expertise, I authorize Granite on my behalf to negotiate and enter into a settlement it deems to be advisable.

I understand that in most cases, a professional real estate appraisal may be required to support my claim effectively. I may choose to hire an appraiser recommended by Granite or one of my own, or I may use a recent appraisal that Granite believes is sufficient proof.

For such services, I agree to pay Granite as follows:

If my assessment is not reduced, I will owe Granite nothing.

If reduction of the assessment of the property is secured based on the assessment in place as of the date of signature on this agreement, I agree to pay Granite a discounted fee equal to 60% of the first year tax savings, based on the tax rates in effect as of the year in which the grievance is filed. If my assessment increases after the date of signature on this agreement, I will be responsible for the tax savings based on the higher assessment. The discounted fee will apply if I pay within 30 days of the postmark on the envelope and/or timestamp on the email that contained Granite's invoice and a copy of the official decision reporting the reduction of my property's assessment. The full undiscounted fee of 75% will be due if payment is not made within 30 days of the postmark on the envelope and/or timestamp on the e-mail. A NYS Small Claims Assessment Review court imposed filing fee of \$30 may also apply. Should payment not be made within 60 days of postmark and/or timestamp, a late payment charge of 1% per month will also be due. I also agree to pay any reasonable collection administrative fees and/or court fees and/or attorney's fees Granite incurs as the result of collecting payment from me. If Granite has advised that I am responsible for having an appraisal completed to which I agree, if I decide to no longer have one completed after signature of this document and proceeding of filing by the Grievance Deadline, I will be responsible for a \$250 processing fee.

I agree that courts located Westchester County, NY shall have exclusive jurisdiction regarding any action to enforce this agreement and that in any such proceeding, service of process upon me may be made by mailing process to me at the property address unless Granite receives written notice from me of a different mailing address. Granite is also permitted to negotiate any refund check obtained and to deduct its fees from the refund and to remit to me the balance.

Unless otherwise agreed to in writing by Granite, it is understood that this Agreement may not be assigned and that I shall remain responsible to pay Granite its fee even if the property is transferred or sold or listed for sale or I obtain a tax reduction on my own or with the assistance of another party. If I request to have my case withdrawn, I will owe Granite a fee equal to 60% of the tax savings based on a 25% reduction of assessment.

By my signature below, I represent that I am either (1) a person named in the property records of the County Clerk as owner; or (2) that person's authorized agent; or (3) a person who has contracted to buy a property; or (4) the estate of a deceased owner and I understand that no one else is eligible under law to receive a property tax refund.

**I understand that I may cancel this authorization in writing, with no penalty or obligation, within (3) days of signing this agreement.**

OWNER NAME: (PLEASE PRINT) \_\_\_\_\_

PHONE: HOME \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAILING ADDRESS (IF DIFFERENT) \_\_\_\_\_

EMAIL: \_\_\_\_\_ @ \_\_\_\_\_

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_