

# Tax Hammer, Inc

*"Your Property Tax Reduction Service!"*

218 Middle Country Rd. Middle Island, NY 11953

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**CONTRACT CONDITIONS- Initiate and prosecute claims-** Once a reduction has been granted, Tax Hammer, Inc. will initiate and prosecute claims for any resulting tax refund for the tax year 2011/12 and following tax years (and any tax years already pending) until all of the proceedings are completed or the authorization is revoked.

**Non-Government Agency** - I am aware that Tax Hammer, Inc. is not a government agency and is not affiliated with any government agency.

**Property Valuation** - Tax Hammer, Inc. has furnished me with my full valuation of my property, based on my total assessment. I have independently determined that my property had a lesser value than my assessing unit is claiming. Tax Hammer, Inc. reserves the right to void this agreement if we conclude that your property is fairly assessed. If so, you will be notified within ten business days.

**Elected Representation** - I am fully aware of the fact that I can represent myself and receive a tax assessment reduction through my own efforts, but I elect to employ Tax Hammer, Inc.

**Settlement** - I understand that Tax Hammer, Inc. will make reasonable efforts to fully communicate an offer of settlement made to them by the assessing unit in course of a tax assessment review proceeding, other than a hearing or trial, with respect to the affected parcel of real estate. I am aware that in many cases offers are made where it is imperative to make a decision immediately. I fully authorize Tax Hammer, Inc. and their agents to fully negotiate a settlement for me.

**Cancellation** - At any time within three (3) days, after entering into this contract, I have the complete right to cancel. Cancellation must be in writing and send to us via certified mail in that 3-day period.

**Eligibility Requirements** - Only 1. A person who has contracted to buy a home 2. The estate of a deceased homeowner 3. A person recorded by the County Clerk as a homeowner; or 4. That person's authorized representative is eligible under law to receive a reduction in their assessed valuation and a property tax refund. You should not sign this agreement if you do not fulfill one of these requirements.

All granted tax refunds issued by the County Treasurer's Office, will be sent to Tax Hammer, Inc. Tax Hammer, Inc. will be responsible for distributing said refunds to our clients if and when entitled. For this reason your social security number is required. SOCIAL SECURITY #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

<b>Fee Schedule A) Upon a \$150 deposit, a reduced fee of 30% of the total tax savings, prior to any and all exemptions, if paid within 30 days of the date listed on our invoice.</b>	<b>Fee Schedule B) No deposit needed. 50% of the total tax savings, prior to any and all exemptions, if paid within 30 days of the date listed on our invoice.</b>
- 70% of the total tax savings if not paid within 30 days of the date listed on our invoice.	-75% of the total tax savings if not paid within 30 days of the date listed on our invoice.
<b>Sign Here to Accept:</b>	<b>Sign Here to Accept:</b>

**TAX HAMMER, INC.'S FEES** - Please sign under which fee schedule you choose. You will be bound to this agreement and once signed, will not be able to alter it in any way. **The following fees are due for either schedule chosen:** Tax Hammer, Inc. will deduct any/all fees of unpaid balances due Tax Hammer, Inc. from Town refund checks. I agree to pay a \$75 property valuation fee (upon receiving a reduction only). This fee will be waived if I supply a certified appraisal dated between January 2009 and January 2011. I will supply this appraisal to Tax Hammer, Inc. no later than March 15, 2011. If I fail to pay the above fees within 30 days of notification, I agree to pay reasonable attorneys fees to Tax Hammer, Inc. I am aware that interest will be added, at a rate of 1.25% per month, to any unpaid balances. If a small claims petition must be filed, I agree to supply Tax Hammer, Inc. with the \$30 filing fee between 12/1/2010 and 3/1/2011.

I agree that Tax Hammer, Inc. is my one and only representative. If a reduction occurs one year prior to, or after the signing of this agreement by any party other than Tax Hammer, Inc. I agree to pay Tax Hammer, Inc. the sum of \$400.00 for their time, efforts, and fees, within 30 days.

Any part of this contract that is deemed unlawful does not void the remaining parts of this contract.

**IF YOUR HOUSE IS FOR SALE,** By signing the authorization and retainer agreement, I hereby agree that if I sell the property, I assume full responsibility for paying Tax Hammer, Inc. for their services, unless assumed by the purchaser in writing. The seller is responsible for getting the buyer to complete a new authorization with Tax Hammer, Inc. in order to be absolved of responsibility. If you move, it is your responsibility to inform us of your new address to ensure a speedy refund.

MAILING ADDRESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ HOME #: \_\_\_\_\_ CELL #: \_\_\_\_\_

## Authorization Agreement

I, as owner/petitioner, (print name) \_\_\_\_\_, hereby authorize TAX HAMMER, INC. as my sole representative to file and verify complaints and petitions for the reduction of real estate taxes for the following property and to represent the petitioner in all appeals and proceedings commenced for the 2011/12 tax year such as the Assessment Review Commission, settlement negotiations, and/or Small Claims assessment review. I realize that this is a binding contract, and that fees detailed in our retainer agreement will be due if a reduction is granted.

TAX MAP NUMBER: \_\_\_\_\_

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

TOWN: \_\_\_\_\_ STATE: NEW YORK ZIP CODE: \_\_\_\_\_

VILLAGE OF: \_\_\_\_\_ COUNTY OF: NASSAU

Owner/Petitioner (signature): \_\_\_\_\_ Date: 1/2/2010