



RESIDENTIAL HOMEOWNER RETAINER AGREEMENT

First Name

Last Name

Property Address

Mailing Address (if different)

Phone Number

Email Address

I retain, authorize and hereby designate The Tax Grievance Law Practice of Akiva Shapiro, Esq., PLLC (the "Law Firm") to be my exclusive representative in proceedings before the Nassau County Assessment Review Commission (ARC) and Small Claims Assessment Review (SCAR) of Supreme Court, State of New York for an application for correction of the property tax assessment appearing on the County tentative roll and/or an appeal of the final assessment roll for the property designated above for the tax years designated in the FEES section below.

SERVICES TO BE PROVIDED: The Law Firm will prepare and file my Application of Correction with the Assessment Review Commission (ARC), and if necessary, file a first level appeal (SCAR) with all the proper authorities as required by law, review, and negotiate any offers of settlement and/or appear and present my case in Nassau County Supreme Court and make reasonable efforts to communicate terms of any offer of settlement made by the County in the course of these proceedings. I hereby give informed consent for the Law Firm to settle the matter on my behalf. I understand that I can opt out of this informed consent at any time.

FEES: This is a contingency fee agreement. I agree to pay an amount equal to,

(initial one)

- () for the 2019/20 tentative roll only, thirty-three percent (33%)
- () for the 2019/20, 2020/21, and 2021/22 tentative rolls, thirty percent (30%) (POA necessary)
- () for all tentative rolls from 2019/20 until I sell my property, twenty-five percent (25%) (POA necessary)

of any Property Tax Reduction achieved as a result of the services provided. The Property Tax Reduction is calculated as the amount of property taxes I would have paid without an assessment reduction, less the amount of property taxes I will be required to pay after any assessment reduction achieved, whether by way of settlement, judgment or compromise. I understand that if no reduction is achieved, I will not be required to pay a contingency fee. I agree to sign a Power of Attorney (POA) for a multi-year engagement.



BILLING: The Law Firm will invoice me for the amount due, together with notice of my assessment reduction and a calculation as to how the amount due was calculated. If an appeal must be filed, I will be billed \$30 for the filing fee.

REPRESENTATION WITH OTHER TAX GRIEVANCE FIRMS: (initial if authorized) ()

I authorize the Law Firm to communicate on my behalf with other tax grievance firms to have my name removed from their mailing lists and to discontinue their representation if a duplicate filing conflict arises during the term of the Law Firm’s representation of me.

PAYMENT: I agree to pay the amount due within 30 days of the date of the invoice. Interest at 1.5% per month, or the maximum allowable by law, whichever is lower, will accrue from the date of the invoice. No interest will be due if the invoice is paid within 30 days. I will be subject to a \$50.00 late fee if the balance due is not paid within 30 days. I may request a payment plan. If the amount billed is not paid in full or if a payment plan agreed upon is not adhered to, I agree to pay reasonable collection and attorney’s fees. If I sell my property, I am responsible for this agreement or transferring this agreement to the new homeowner.

ELIGIBILITY AND NOTICE: I understand that only A) a person named in the records of the Nassau County Clerk as a homeowner; B) that person’s authorized agent or legal guardian; C) a person who has contracted to buy a home; or D) the estate of a deceased homeowner, is eligible to apply for an assessment correction. I represent by signing below I am one of the persons listed within these categories. I understand, a residential application applies only to a one, two or, three family structure, which is used exclusively for residential purposes. I represent that the property listed above is within these categories. The Law Firm is an independent law firm. I am not required to use a law firm to file and/or receive an assessment reduction. I understand that I have the right to cancel this agreement at any time. If I cancel this agreement contingency percentage in the FEES clauses will be adjusted to apply to the period for which I actually received services. In the event the Law Firm deems it necessary to withdraw from the case prior to completion, or if I discharge the Law Firm prior to completion of the case, the parties agree that the FEES, BILLING, and PAYMENTS clauses will survive cancellation or termination of this agreement or withdrawal.

Note that this agreement is not binding and no attorney/client relationship is created until subscribed to by both parties. By signing below, on paper or electronically, I indicate my agreement to the above terms.

Client Signature

Printed Name

Date

<p>How did you hear about us?</p> <p><input type="checkbox"/> Google Search</p> <p><input type="checkbox"/> A letter I received</p> <p><input type="checkbox"/> A postcard I received</p> <p><input type="checkbox"/> An email I received</p> <p><input type="checkbox"/> A neighbor or friend referral</p> <p><input type="checkbox"/> Other (please specify)</p> <p>_____</p>

The Property Tax
Grievance Law Practice
of Akiva Shapiro, Esq., PLLC

Akiva Shapiro, Esq.
Admitted in New York



**The Property Tax
Grievance Law Practice of
Akiva Shapiro, Esq., PLLC**
Justice for your house, too.

516-500-1TAX (516-500-1829) • Fax: 347-710-2543
Akiva@ShapiroPropertyTaxLaw.com • www.ShapiroPropertyTaxLaw.com

Office Address:
1 West Park Drive
Old Bethpage, NY 11804

Mailing Address:
696 Old Bethpage Road #540
Old Bethpage, NY 11804

—————**To Be Countersigned by the Law Firm Only**—————

Agreed. The Property Tax Grievance Law Practice of Akiva Shapiro, Esq., PLLC

Law Firm Signature

Akiva Shapiro, Esq.

Printed Name

Date

THE PROPERTY TAX GRIEVANCE PRACTICE OF AKIVA SHAPIRO, ESQ., PLLC

Office Address: 1 West Park Drive, Old Bethpage, NY 11804

Mailing Address: 696 Old Bethpage Road #540, Old Bethpage, NY 11804

akiva@ShapiroPropertyTaxLaw.com - 516-500-1TAX - www.ShapiroPropertyTaxLaw.com

**RESIDENTIAL HOMEOWNER
LIMITED POWER OF ATTORNEY**

**NOTE: THIS DOCUMENT IS ONLY NECESSARY IF YOU ARE
AUTHORIZING SERVICE FOR MORE THAN ONE YEAR**

I, _____, hereby appoint **Akiva Shapiro, Esq.**, 696 Old Bethpage Rd, #540, Old Bethpage, NY 11804, as my agent. This Power of Attorney does not revoke any Powers of Attorney previously executed by me. I grant authority to my agent with respect to representing me in proceedings before the Nassau County Assessment Review Commission (ARC) and Small Claims Assessment Review (SCAR) of Supreme Court, State of New York for applications for correction of the property tax assessment appearing on the County tentative rolls and/or appeals of the final assessment rolls for the property located at _____.

My agent shall be entitled to compensation for services rendered pursuant to our retainer agreement. I specifically authorized extension of our retainer agreement to cover any periods for which this Power of Attorney is valid.

This Power of Attorney continues until it is terminated by my death or other event described in section 5-1511 of the General Obligations Law or

(initial one, and cross off the others):

- () until matters concerning the 2019/20, 2020/21, and 2021/22 tax years are completed (for the 30% fee).
- () until I revoke it (for the 25% fee).

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority. When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Agent” at the end of this document describes your agent’s responsibilities. Your agent can act on your behalf only after signing the Power of Attorney before a notary public. You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located. You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this. If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

In Witness Whereof I have hereunto signed my name on _____ (date).

PRINCIPAL signs here: ==> _____

STATE OF NEW YORK }
COUNTY OF _____ } ss.:

On the _____ day of _____, in the year 20_____, before me, the undersigned, personally appeared, _____, as Principal, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

IMPORTANT INFORMATION FOR THE AGENT: When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest; (2) avoid conflicts that would impair your ability to act in the principal's best interest; (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law; (4) keep a record of all receipts, payments, and transactions conducted for the principal; and (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

It is not required that the principal and the agent sign at the same time, nor that multiple agents sign at the same time.

I, **Akiva Shapiro, Esq.**, have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein.

I acknowledge my legal responsibilities.

Agent signs here:==> _____

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

On the _____ day of _____, in the year 20_____, before me, the undersigned, personally appeared, Akiva Shapiro, as Agent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public