



## RESIDENTIAL HOMEOWNER RETAINER AGREEMENT

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Mailing Address (if different)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
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,

(check one)

- ( ) for the 2022/23 tentative roll only, thirty-three percent (33%)
- ( ) for the 2022/23, 2023/24, and 2024/25 tentative rolls, thirty percent (30%)
- ( ) for all tentative rolls from 2022/23 until I sell my property, twenty-five percent (25%)

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.

**RESIDENTIAL HOMEOWNER  
RETAINER AGREEMENT**

**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.

**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 \$150.00 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>
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~~\_\_\_\_\_To Be Countersigned by the Law Firm – Binding only after Countersign\_\_\_\_\_~~

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

\_\_\_\_\_  
By: Akiva Shapiro, Esq.  
Akiva Shapiro Law, PLLC

\_\_\_\_\_  
Date

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.*

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1 West Park Drive  
Old Bethpage, NY 11804

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

RESIDENTIAL HOMEOWNER  
LIMITED POWER OF ATTORNEY

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:

\_\_\_\_\_

for the period(s) noted below. 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.

(check one)

- for the 2022/23 tentative roll only, thirty-three percent (33%)
- for the 2022/23, 2023/24, and 2024/25 tentative rolls, thirty percent (30%)
- for all tentative rolls from 2022/23 until I sell my property, twenty-five percent (25%)

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

PRINCIPAL signs here: ==> \_\_\_\_\_

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:==> \_\_\_\_\_

\_\_\_\_\_ (date).