

# Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

**In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.**

Appraisal District Name

Date Received (appraisal district use only)

## STEP 1: Owner's Name and Address:

Name

Telephone Number (include area code)

Address

City, State, Zip Code

**STEP 2: Identify the Property for Which Authority is Granted. Identify all property for which you are granting the agent authority and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.**

(check one)

all property listed for me at the above address

the property(ies) listed below:

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property.

Identify here the number of additional sheets attached .....

**STEP 3: Identify the Agent:**

Tax Cutters LLC DBA Tax Cutter

413-829-2887

Name

Telephone Number (include area code)

14019 SW Freeway Suite 301-445

Address

Sugar Land, Texas, 77478

City, State, Zip Code

**STEP 4: Specify the Agent's Authority**

The agent identified above is authorized to represent me in (check one):

all property tax matters concerning the property identified

the following specific property tax matters:

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2),

22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): .....  Yes  No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

all communications from the chief appraiser

all communications from the appraisal review board

all communications from all taxing units participating in the appraisal district

**STEP 5: Date the Agent's Authority Ends.** Pursuant to Tax Code Section 1.111(c), this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d), a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends ..... \_\_\_\_\_

**STEP 6: Identification, Signature, and Date:**

**sign here** ➔

Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner\*

Date

**print here** ➔

Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner

Title

**The individual signing this form is (check one):**

the property owner

a property manager authorized to designate agents for the owner

other person authorized to act on behalf of the owner other than the person being designated as agent

\* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

**If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.**

## Shared Savings Plan Service Agreement

This Service Agreement (“Agreement”) is made by and between the undersigned property owner (“Client”, “you” or “Property Owner”) and Tax Cutters LLC dba Tax Cutter, a Texas limited liability company (“Tax Cutter” or “us”) effective as of the date of the last signature below. Pursuant to this Agreement, Tax Cutter agrees to represent Client in appealing Client’s Texas property taxes for the property described on Exhibit A attached hereto (“Property”).

The parties agree as follows:

1. **Services.** Tax Cutter will (i) file a Notice of Protest of the current tax assessed on the Property, (ii) analyze existing assessments, (iii) prepare and present the protest to the Appraisal District, and, if the offer made is unacceptable to you, (iv) appeal protests to the Appraisal Review Board. If the Appraisal Review Board makes an offer that Tax Cutter, at its sole discretion, deems to be reasonable, you authorize Tax Cutter to accept the Appraisal Review Board’s offer without further consultation with you. Tax Cutter does not provide representation for litigation or arbitration matters.

2. **Authorization.** Client authorizes Tax Cutter, at its sole discretion, to settle values informally with appraisal district staff without any prior approval by the Client. Client authorizes Tax Cutter to elect to engage a subcontractor and/or to withdraw an appeal in any given year if Tax Cutter determines that such appeal would possibly be detrimental to the Client’s best interest or if Tax Cutter determines that there is insufficient evidence on which to base a successful protest to lower the taxable value.

**Acknowledged :** \_\_\_\_\_

3. **Forwarding Communications.** Client agrees to forward in writing any communications received from the appraisal district immediately to Tax Cutter. Failure to do so may cause Tax Cutter to miss critical deadlines and Tax Cutter cannot be responsible for any adverse decisions due to failure to receive communications timely from the Client.

**Acknowledged :** \_\_\_\_\_

4. **Fee.** If the client opts for the fixed fee plan, they agree to pay Tax Cutter a flat fee of \$99 for properties valued up to \$190,000, or \$149 for properties valued above \$190,000 up to \$600,000. However, if the client mistakenly chooses the incorrect plan, the remaining amount will be invoiced accordingly. Additionally, for properties valued above \$600,000, there is a shared savings plan where Tax Cutter receives 35% of the tax savings.

**Acknowledged :** \_\_\_\_\_

5. **Payment.**  
Tax Cutter shall issue an invoice electronically for its fee. Payment is due upon receipt and is considered late if made more than 30 days after receipt of the invoice. Unpaid invoices will accrue a late fee of 1.5% per month until paid

**Cancellation.** Tax Cutter will file a property tax protest annually on your behalf unless you inform Tax Cutter in writing to cancel your subscription. Tax Cutter will send Clients an email annually in December or January reasonable informing them of the available payment plans to choose from. This email will also provide Clients an option to cancel their subscription with Tax Cutter. In case you decide to cancel your protest with Tax Cutter after February 1st or 2 business days after initially signing up, Tax Cutter will charge a cancellation fee of \$29. Moreover, If the property is sold after May 15, the client will remain liable for the payment of the fee for any protest services provided by Tax Cutter.

6. **Client's Responsibilities.** Client agrees to provide all necessary information required for the protest process and agrees to make timely payment upon receipt of an electronic invoice from Tax Cutter. If Client does not respond to meet any deadlines set by the tax appraisal district, then Tax Cutter may withdraw its representation. Tax Cutter will notify reasonable Client of its intent to withdraw prior to withdrawing its representation. Tax Cutter will notify Client of its intent to withdraw prior to withdrawing its representation.

7. **Tax Cutter's Responsibilities.** Tax Cutter agrees to use reasonable efforts to obtain a reduction in the tax assessment of the Client's Property. We do not make any guarantees, representations, or promises as to what the results of our services will be or as to the final assessed valuation of the Property. Tax Cutter shall not be responsible for any damages to Client for any tax liability arising from its services.

8. **Governing Law/Venue/Waiver.** This Agreement shall be governed by the laws of the State of Texas. Tax Cutter and Client each agree that any legal action brought to enforce the terms of this Agreement shall be brought in the court of competent jurisdiction located in Fort Bend County, Texas. Tax Cutter and Client each hereby waive their right to a jury trial..

9. **LIMITATION OF LIABILITY.** TAX CUTTERS WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR SERVICES, EVEN IF TAX CUTTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE ANY PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF TAX CUTTERS WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10. **DISCLAIMER. CLIENT AGREES THAT TAX CUTTER SHALL NOT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY WHO CLAIMS ANY RIGHT BY OR THROUGH THE CLIENT, FOR ANY CLAIMS, ACTIONS, OR DAMAGES RESULTING FROM, ARISING FROM, OR RELATED TO ANY ACTS OR OMISSIONS BY TAX CUTTER, ITS AGENTS, OR ITS EMPLOYEES UNLESS SAID ACTS OR OMISSIONS ARE A RESULT OF TAX CUTTER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any prior understanding or agreements between Tax Cutter and Client. No supplement, modification, waiver, or termination of this agreement shall be binding unless executed in writing by the parties.

12. **Execution.** Client acknowledges and agrees that this Agreement shall be signed by electronic signature and further acknowledges and agrees that by placing his or her electronic signature on this Agreement, Client has the capacity and the authority to engage Tax Cutter to provide the services described herein with respect to the Property, and hereby engages Tax Cutter to provide said services.

The parties have executed this Agreement as of the date first listed above.

**Tax Cutter:**

**Client:**

By: Tax Cutters L.L.C. DBA Tax Cutter

By: \_\_\_\_\_

Its: Manager

Printed Name:

Date: