



# PROPERTY TAX APPEAL AGREEMENT 2021

**Ownership Name:**

**Business Name:**

**Property Address:**

**County Name:**

**Parcel ID #**

Property Tax America, LLC, a Georgia limited liability company (“PT LLC”), looks forward to representing you (“Customer”) before the county tax assessment authority. By signing this agreement below, you agree that PT LLC shall analyze 2020 property tax programs for you and your property as identified above.

After an analysis of the pertinent value information gathered, PT LLC will determine a minimal taxable value for your property. PT LLC will file real property return, if necessary, and/or advisable. If, in the opinion of PT LLC, a property tax appeal position exists, PT LLC will attempt to negotiate a favorable settlement value with the tax assessor. If, in the opinion of PT LLC an assessment appeal is warranted, PT LLC will appeal the proposed county assessed value of the property to the County Board of Equalization. PT LLC will further prepare and present evidence, as necessary, before the assigned county Board of Equalization in an effort to obtain a more equitable, fair, and reduced assessed value. In consideration of the services provided herein, the Customer shall pay to PT LLC a contingency fee of **35% (Thirty-five percent)** of the tax savings of year one only. This agreement does not contemplate any further appeals after the appeal to the County Board of Equalization. If you desire further appeal to the Superior Court, you will be required to execute a new agreement with PT LLC.

“Tax Savings” is defined as the proposed 2021 assessment minus the final 2020 assessment multiplied by 2020 Millage Rate. All fees are due upon final assessment reduction. If you are in agreement with the foregoing terms, please sign below and return this Agreement to PT LLC at the above address, via fax at the number listed or via e-mail as soon as possible and **before the appeal deadline**. This document serves as our entire agreement. The undersigned also certifies that he/she is an authorized person to sign this agreement for the above-mentioned property.

Invoices for fees and expenses which remain unpaid past 30 days from the date of invoice will be subject to interest at the rate of 1.5% per month, attorney’s fees, court costs, and other collection expenses.

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All notifications of hearing and other matters are advised to the Customer. The Customer is obligated to notify PT LLC immediately of all hearing dates and other matters scheduled by the taxing authority in regards to the above referred property. Additionally, Customer shall notify PT LLC in the even Customer markets and/or sells the Property. Customer shall be liable for PT LLC's fee even in the event of a sale of the Property. Customer understands that, while remote, there is always potential for Board of Equalization to deny appeal or upon reexamination to raise assessment. In such instance, PT LLC, their agents and employees are held harmless by Customer from any damage caused by such increase.

By signing this agreement, I/We agree and hereby authorize PT LLC to file real property appeals, negotiate assessment values with the county taxing authority, schedule or reschedule hearing with the Board of Equalization, or otherwise represent my/our interests before the county taxing authorities for the purpose of reducing the assessed value of the above-referenced property. This Agreement supersedes any other written or verbal property tax service agreement(s) for the above-referenced owner and property.

We look forward to working with you, representing you, and minimizing your 2021 property tax liability. Thank you for your business.

**CUSTOMER:**

Date: \_\_\_\_\_

**(signature)**

**TELEPHONE:**

## GUARANTY OF PAYMENT

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, and in consideration of any financial accommodation heretofore at any time made or granted to Customer by PT LLC, the undersigned does hereby unconditionally guarantee the full and prompt payment when due, whether by acceleration or otherwise, and at all times hereafter, of (a) all obligations, liabilities, and indebtedness of the Customer to PT LLC, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due; (b) any and all extensions, renewals, modifications, or substitutions of the foregoing and all expenses, including without limitation attorney's fees of 15% of the total amount sought to be collected if PT LLC endeavors to collect from Customer by law or through an attorney at law.

**CUSTOMER:**

Date: \_\_\_\_\_

**(signature)**

*pt America*

# LETTER OF AUTHORIZATION

Date:

TO: Board of Tax Assessors

FROM:

Parcel ID #

REF: Contesting the current valuation and appointment of Property Tax America, LLC as our representative.

This letter is to serve as notification that Property Tax America, LLC is authorized to act and to make decisions on all property tax matters for 2020 pertaining to:

with parcel ID # of

Please forward all correspondence pertaining to the above-mentioned property to:

**Property Tax America, LLC**

227 Sandy Springs Place

Suite D, Box 330

Atlanta, GA 30328

Cell #: 404-395-8841

Fax: 770-496-0178

Sincerely,

\_\_\_\_\_ (Signature)

(Print Name)

(Title)

## Information and Documents Required on Your Hotel or Motel

1. **Name / Hotel Brand**
2. **Hotel Street Address**
3. Letter of Authority, Duly Signed;
4. Contract, Duly Signed;
5. Tax Bill (County & City) for 2021, 2020 or 2019.
6. Assessment Notice for 2021
7. Profit & Loss Statements, duly attested by your accountant, for 2018/2019/2020
8. Your daytime Tel. #, Cell #, Fax # and email address.
9. Number of rentable rooms;
10. Average Daily Room Rate for 2020.
11. Occupancy rate for 2020
12. December 31, 2020 STAR Report

If any questions, please call or email:

Raj Shah

Cell #: 404-395-8841

Email: [rajshah@propertytaxllc.com](mailto:rajshah@propertytaxllc.com)