

## FEE AGREEMENT

PROPERTY OWNER \_\_\_\_\_  
PROPERTY ADDRESS \_\_\_\_\_  
COUNTY \_\_\_\_\_  
APN (Assessor Parcel Number) \_\_\_\_\_

The property owner named above or its legal representatives (Undersigned) have retained Decline in Value, to serve as its agent and representative to obtain a tax savings in the form of a tax refund or a tax reduction. In the performance of these services Decline in Value is authorized to represent the property owner before one or more of the following agencies (Assessment Authorities): Tax Assessor, Tax Collector, Assessment Appeals Board, Board of Equalization or any other entity. Decline in Value will investigate as to what extent tax relief is reasonably available to the property owner. In the event Decline in Value determines tax savings is not reasonably available, no contingency fees will be charged by Decline in Value.

The Undersigned agrees to pay Decline in Value thirty-three percent (33%) of the amount of the annual savings resulting from negotiation(s), appeal(s) or other actions which result in a tax reduction or tax refund for the 2019/2020 tax year. Annual real property tax savings will be computed upon the basis of the difference between the original taxes due on the assessed value posted or proposed by the Assessment Authorities for the 2019/2020 tax year, and the final amount due after any refunds or reductions for the 2019/2020 tax year.

Decline in Value will require a one-time filing fee of \$0(ZERO), which is non-refundable and payable at the commencement of service. (Some counties do require a filing fee Decline in Value will pay this fee.)

Billing for all fees earned will be made to coincide with the first annual Installment Notice issued by the Assessment Authorities or receipt of a refund or rebate of taxes already paid. If no adjustment is made by the Assessment Authorities, there will be no fees charged.

The Undersigned shall pay the fee invoiced by Decline in Value within thirty (30) days after the billing. The Undersigned also agrees to contact Decline in Value upon receipt of a claim form and/or refund. There will be a service charge of one and one half percent (1 1/2%) per month on the outstanding balance after thirty (30) days from the invoice date. It is agreed that fees for services are due and owing by the Undersigned regardless of whether the taxes have been paid by the property owner or other interested party. In the event legal action is used to enforce this agreement, then the prevailing party shall be entitled to receive attorney fees, costs, litigation and other expenses. For purposes of jurisdiction and venue, this Agreement is entered into in Santa Clara County, California.

AGREED: \_\_\_\_\_  
Signature                      Print Name                      Telephone                      Email                      Date

APPROVED: \_\_\_\_\_  
DECLINE-IN-VALUE