Decline in Value
PROPERTY TAX APPEALS
408 260 7114
449 Kiely Blvd
Santa Clara, CA 95051-6226

FEE AGREEMENT

PROPERTY OWNER _____

PROPERTY ADDRESS _____

COUNTY _____

APN (Assessors Parcel Number) _____

The property owner named above or its legal representatives (Undersigned) has 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 forty percent (40%) 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 2009/2010 tax year. Annual real property tax savings will be computed upon the basis of the difference between the original tax due on the assessed value posted or proposed by the Assessment Authorities for the 2009/2010 tax year, and the final amount due after any refunds or reductions for the 2009/2010 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. Santa Clara County's filing fee is $30 upfront.) In most cases we 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. 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 Number Date

APPROVED: _____
DECLINE-IN-VALUE Date