



6220 Campbell Rd, Suite 203
Dallas, TX 75248

Phone: (214) 369 0909
Email: info@relief.tax

Fax

Date:

To: Law Office of Tiffany L. Hamil Fax: (214) 369- 0910

From:

Re: 2020 Property Tax Protest

Comments:

Attached are the required forms:

- For the appointment of agent form, please complete steps 1 and 6 only.
- For the representation agreement, please complete the highlighted areas on the 2nd page.

You may mail, email or fax your completed forms to our office.

******* Reminder all forms must be received per the below deadlines:**

Rockwall County deadline May 10

Tarrant County deadline May 22

Denton County deadline May 22

Collin County deadline June 7

Dallas County deadline June 7*****

*** We are unable to file a protest on your behalf until we have the required forms ***

Number of Pages including coversheet: 6

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:

Law Office of Tiffany Hamil, PLLC

(214) 369-0909

Name

Telephone Number (include area code)

6220 Campbell Rd, Suite 203

Agent# Dallas 707, Tarrant 05943, Collin 790811, Denton 738303

Address

Dallas, TX 75248

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 09/30/2020

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.

2020 PROPERTY TAX REPRESENTATION AGREEMENT

This **PROPERTY TAX REPRESENTATION AGREEMENT** (the "Agreement") is made in Dallas County, Texas, by and between the undersigned ("Client"), and the Law Office of Tiffany L. Hamil ("TLH"). The parties agree as follows:

- I. Scope of Representation.** Client retains and employs TLH to represent Client and Client's designated properties (the "Property") for the purpose of contesting such Property Tax Appraisal(s) (a "Protest") under Texas Property Tax Code Section 41.41 before the appropriate Texas County's Appraisal District ("CAD") and/or Appraisal Review Board ("ARB") pursuant to the following terms and conditions. Client specifically retains and employs TLH to act on behalf of Client in property tax matters relating to the designated Property for the 2020 tax year. The scope of this Agreement includes representation by TLH of Client's Property/Properties, in the **PROTEST** process, but specifically and expressly **DOES NOT** include representation in Binding Arbitration, any judicial appeals to the District Court, delinquent property tax matters, challenging a Property's appraised value under any other section of the Texas Property Tax Code, or obtaining or modification of any Property tax exemption. If Client is not content with the reduction in their property taxes after the protest process, Client may retain TLH pursuant to a separate written agreement to pursue Binding Arbitration or a judicial appeal.
- II. Attorney's Fee.** Client agrees to pay to TLH a fixed amount for services described in this Agreement. The fixed fee is based on the appraised value of the Property to be Protested. The fee that will apply to each Property is as follows:
- a. For homes valued at less than \$200,000, TLH charges a flat fee of \$159.
 - b. For homes valued between \$200,000 and \$500,000, TLH charges a flat fee of \$309.
 - c. For homes valued between \$500,001 and \$1,500,000, TLH charges a flat fee of \$409.
 - d. For homes valued between \$1,500,001 and \$3,000,000, TLH charges a flat fee of \$609.
 - e. For homes valued at more than \$3,000,001, TLH charges a flat fee of \$999.

The fixed fee includes any expenses that TLH may advance or incur and is not dependent on the course of the representation described in this Agreement. The fixed fees listed above apply separately to each Property Protested. The fee for each Property of Client must be paid in a lump sum to TLH in advance of any services being rendered under this Agreement. TLH shall not be obligated to undertake or perform any services under this Agreement unless or until full payment for services has been made. This money will be held in trust and withdrawn by TLH as it is earned. It will be considered earned as follows: 15% at the time of filing; 60% upon the completion of research and case preparation; and 25% after the final hearing or resolution of the case by settlement conference. The full fee will be considered earned upon termination of the Protest proceedings by final hearing or resolution at a settlement conference, regardless of the outcome. If representation by TLH is terminated before conclusion of the engagement under this Agreement, TLH will be entitled to the reasonable value of its services.

- III. Guarantee.** TLH will use its best efforts in representing Client, but **TLH does not guarantee that a reduction will be achieved as a result of the Protest process.** In the event that the Proposed Value of the Property is not reduced by at least 2.5 percent, TLH agrees to represent Client in 2021 at no cost, provided that Client timely completes and transmits an Appointment of Agent form for Tax Year 2021 to TLH.

- IV. Withdrawal and Termination.** Client is free to consult with another attorney or agent at any time and may discharge TLH as its agent at any time. TLH may withdraw from representing Client with Client's consent or for good cause. Good cause includes the Client's breach of this Agreement, failure to pay the Attorney's Fees under this Agreement, refusal to cooperate with TLH or to follow TLH's advice on a material matter, or any other fact or circumstance that would render TLH's continuing representation unlawful or unethical. This Agreement shall terminate automatically after the final hearing or resolution of the case at a settlement conference occurs. TLH will send to Client notification of the outcome of the Protest process at which time, representation is terminated. Both Client and TLH will have the right to terminate representation under this Agreement upon written notification to the other, provided that, in the event of a termination, all unpaid charges shall become immediately due and payable. After TLH's services conclude, it will deliver a copy of Client's files to it along with any of Client's funds or property that are in TLH's possession.

- V. Dispute Resolution.** TLH looks forward to a long and mutually productive relationship with you. However, if you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately. It is our belief that most problems can be resolved by good faith discussions. The Texas Government Code requires that you be advised that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar will provide you with information if you call 1-800-932-1900. TLH strives to adhere to the terms of the Texas Lawyer's Creed, a copy of which can be found on our website www.dfwtaxadvisor.com on the "Helpful Resources" page or will be provided to Client upon request.

- VI. Privacy Policy Notice.** To guard Client's nonpublic personal information, TLH maintains physical, electronic, and procedural safeguards that comply with our professional standards. In connection with Client's case, Client understands that for convenience, from time to time, TLH may use the Internet or other electronic mail system without encryption to communicate with Client or others and that there are related privacy and security issues with this means of communication. Nevertheless, Client agrees that TLH may use Internet or electronic

2020 PROPERTY TAX REPRESENTATION AGREEMENT

mail as an economical, convenient form of communication. TLH reserves the right and privilege to destroy Client's file(s) after 2 years from the execution date of this Agreement.

VII. Miscellaneous Terms and Conditions.

1. **Advertising.** Client agrees and expressly authorizes TLH to use Client's public information, which expressly includes the Client's address, image of Property, and reduction amount and/or percentage of reduction related to the Property(s), in future advertising materials; including print, and online-based marketing materials as well as other TLH publications. Client hereby releases and agrees to hold TLH harmless from any reasonable expectations of privacy or confidentiality associated with the above referenced items.
2. **Additional Agents.** Due to scheduling conflicts, conflicts of interest, and expertise, Client hereby agrees and acknowledges that Tiffany L. Hamil cannot personally appear at each and every protest. Therefore, Client hereby agrees and expressly authorizes TLH to authorize other agents, attorneys, property tax agents, real estate professionals, and office staff to perform services on behalf of TLH and Client. Under no circumstances will doing so increase the total fee owed by Client under this Agreement.
3. **Client's Duties.** In order to adequately represent Client, it is important that Client be truthful with TLH, cooperate with TLH by promptly sending information that is requested, keep TLH informed of developments, abide by this Agreement, pay any bills on time, and keep TLH advised of the Client's current address and telephone number.
4. **Choice of Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas, Texas.
5. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
6. **Prior Agreements Superseded.** This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.
7. **Effective Date.** This Agreement will take effect when the Client signs below and fulfills and renders the required fixed fee set out in Section II of this Agreement to TLH.
8. **Agreement Renewal.** Please initial beside the agreement renewal option you would like to apply:

_____ This Agreement is valid for the current tax year only and does not automatically renew. If Client does not select either option, the Client will be deemed to have selected this option.

OR

_____ This Agreement will renew automatically for each tax year, unless Client gives TLH written notice that Client does not want it renewed. Notice of Termination must be given by May 15th in order to terminate TLH's representation for the year in which notice is given.

VIII. Authorization and Acknowledgment. TLH reserves the right and is expressly authorized by Client to withdraw a Protest at any time should TLH deem the withdrawal to be in the Client's best interest. Client hereby grants TLH the authority to accept any offers to settle a Protest made by the CAD prior to the ARB Hearing in the situation initialed below for each Property to be Protested (and on Exhibit A if applicable). Client hereby consents to such settlements made by TLH and acknowledges that such an action will foreclose Client's right to appear before the ARB.

IX. Property(s) to be Protested: This Agreement applies to Protesting the property tax appraisal values for the following properties (If Client has more properties to be Protested, please fill out and attach Exhibit A):

1. **Address:**

In most counties, our representation will include attending a settlement meeting. For purposes of resolving the case, you agree that our firm has your permission to settle your case. Please initial beside the situation in which you authorize TLH to settle your case:

_____ TLH believes it is in your best judgment. You give complete deference to the expertise and experience of TLH. If Client does not select either option, the Client will be deemed to have selected this option.

OR

_____ The CAD offers a value at or below: _____ (value you believe property is worth).

Client's Printed Name: _____

Client's Signature: _____

Date: _____

2020 Residential Property Questionnaire:

1. **Please provide some specifics about your property:**

Property Type:	Single Family Townhouse Half Duplex Full Duplex Condo Farm/Ranch					
Bathroom (s):	# _____ Full # _____ Half	Total Living Area:	_____ Sq Ft			
Bedroom(s):	# _____	Stories:	# _____			
Fireplace(s):	# _____ Indoor # _____ Outdoor	Basement:	<input type="checkbox"/> Finished <input type="checkbox"/> Unfinished _____ Sq Ft			
Garage:	<input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Carport <input type="checkbox"/> One Car <input type="checkbox"/> Two Car <input type="checkbox"/> ___# Car	Foundation:	<input type="checkbox"/> Slab <input type="checkbox"/> Crawlspace <input type="checkbox"/> Closed <input type="checkbox"/> Open <input type="checkbox"/> On piers or stilts			
Type of Roof:	<input type="checkbox"/> Tar & Gravel <input type="checkbox"/> Composition <input type="checkbox"/> Slate <input type="checkbox"/> Tile <input type="checkbox"/> Wood Shake <input type="checkbox"/> Metal					
Exterior Features:	<input type="checkbox"/> Wood Frame Exterior <input type="checkbox"/> Brick Exterior <input type="checkbox"/> Stone Exterior <input type="checkbox"/> Stucco / Concrete Exterior <input type="checkbox"/> Guest Quarters <input type="checkbox"/> Outdoor Kitchen <input type="checkbox"/> Stable/Barn <input type="checkbox"/> Storage Building <input type="checkbox"/> Tennis Court <input type="checkbox"/> Boat dock <input type="checkbox"/> Boat dock w/ lift <input type="checkbox"/> Deck <input type="checkbox"/> Elevator <input type="checkbox"/> Pool <input type="checkbox"/> Spa <input type="checkbox"/> Septic Tank <input type="checkbox"/> Workshop <input type="checkbox"/> Other: _____					
Lot Description:	<input type="checkbox"/> Gated Community <input type="checkbox"/> Creek <input type="checkbox"/> Lake <input type="checkbox"/> Pond <input type="checkbox"/> Park view <input type="checkbox"/> Golf <input type="checkbox"/> Large lot <input type="checkbox"/> Irregular size <input type="checkbox"/> Corner <input type="checkbox"/> Greenbelt <input type="checkbox"/> Other: _____					

2. **Does the property suffer from any of the following:**

- Interior foundation issues Exterior foundation issues Electrical issues Plumbing issues
 Defective roof Subject to flooding Backs to commercial property

If you checked any of the above boxes, **providing pictures or estimates** for repair can be helpful in lowering your property taxes. Please send all supporting documentation to us as soon as possible. Pictures can be uploaded and sent to our office via the following link: www.dfwtaxadvisor.com/photo-upload/.

3. **Please rate the current condition of home in comparison to surrounding properties with similar construction & age:**

- Poor Fair Average Good Very Good Excellent

4. **Please indicate the status of the property by checking all applicable boxes that have occurred within the past 2 years:**

- Recent Purchase at: \$ _____ Rental Property Obtained permits Substantial improvements
 Property currently listed for sale at \$ _____ Property recently listed at: \$ _____, but taken off market.
 2019 Property Taxes protested and lowered Represented by Law Office of T. Hamil in 2019
 2019 Tax Lowered by ARB Hearing 2019 Tax Lowered by Settlement

5. **Please indicate any current exemptions on the property:**

- Homestead Over 65 Disabled Agriculture Surviving spouse of recipient of over 65 exemption

6. **Please indicate any other reason(s) why you think your value should be lowered:**

Owner's Signature: _____

Date: _____

Address of Property: