



Property Tax Services Agreement

Service & Fees: In exchange for property tax appeal services, you agree to pay Patrick O'Connor & Associates, L.P., dba O'Connor & Associates (hereinafter referred to as O'Connor), a contingency fee equal to 50% of your Estimated Tax Savings (as defined below) achieved by O'Connor for the protested tax year. In fulfilling this service O'Connor will make every reasonable effort to lower your property taxes through an administrative appeal or other available remedy. You authorize O'Connor to exercise its discretion in determining the method of appeal and whether to attend a protest hearing. If such attendance does not occur for any reason including errors or factors beyond our control, you will be notified as soon as reasonably practicable. You acknowledge that O'Connor has made no representations regarding the outcome of any appeal. **All warranties are disclaimed and O'Connor's liability for any error, omission, action, inaction, statement or representation is limited to the amount of fees paid under this contract for the year(s) in dispute.** In case of litigation arising from this agreement, the parties agree that venue shall be exclusively in Harris County, Texas.

"Estimated Tax Savings" for a represented tax year are defined as follows: subtract your property's final assessed value for that year from its initial assessed value, then multiply the difference by the previous year's total tax rate. The resulting number is the Estimated Tax Savings used to calculate the contingency fee. For disaster exemption services, the tax savings are calculated by subtracting the property's post exemption assessment from the property's pre-exemption assessment, then multiplying the difference by the previous year's total tax rate, prorated for the balance of the year from the date of the disaster declaration.

Further Appeals: If O'Connor believes it is advisable to continue the appeal process beyond the appraisal review board, you authorize O'Connor to file for binding arbitration or to engage counsel for a judicial appeal and to negotiate a settlement offer on your behalf. O'Connor is responsible for all associated expenses including court costs, appraisals, expert witness fees and legal fees. You agree to pay O'Connor a contingency fee of 50% of Estimated Tax Savings (assessed value after ARB hearing less final value times prior year tax rate) resulting from the arbitration or judicial appeal. If you request an appeal or process that is not recommended by O'Connor, a mutually agreed contract may be separately negotiated.

Exemptions, Payment & Interest: If O'Connor has records in its files demonstrating you have an over sixty-five exemption, or upon notice from you, O'Connor will reduce its contingency fee for all future services for that property to 25% of your Estimated Tax Savings, as defined above. Beginning thirty days after the invoice date, you agree to pay interest on any unpaid balance at a rate equal to the lesser of the maximum lawful interest rate allowed by applicable Texas law or eighteen percent per annum (pre-judgment and post-judgment), compounded annually. **TAX SAVINGS AND FEE CALCULATIONS FOR PRIOR, CURRENT AND FUTURE YEARS ARE CALCULATED WITHOUT REGARD TO AGRICULTURAL EXEMPTIONS, HOMESTEAD EXEMPTIONS, OVER 65 EXEMPTIONS, TIMBER EXEMPTIONS, WILDLIFE EXEMPTIONS OR ANY OTHER EXEMPTIONS.**

Length of Agreement: This agreement supersedes all prior agreements between you and O'Connor and will remain in effect until cancelled by either party with a 30-day prior written notice. O'Connor will continue to protest your property taxes every year until this agreement is cancelled.

By providing O'Connor with your mobile phone number, you expressly consent to receive text messages about your account. Consent to these terms is not a condition of purchase.

* A separate fee structure may be negotiated for processes not recommended by O'Connor.