



Application & Authorization Form

**Please read the following and fill out the agreement below:**

Granite Real Estate Tax Consultants, LLC ("Granite") is hereby authorized as my sole representative in connection with the tax grievance proceedings for my property for the 2018 Assessment Roll (2018 - 2019 tax roll). This includes informal meetings with the assessor, all proceedings before the Board of Assessment Review, and/or, in Granite's discretion, the NYS Supreme Court Small Claims Assessment Review or, arranging for Article 7 Judicial Proceedings. Because circumstances, including hearings or trials, might require an immediate decision and because I rely on Granite's expertise, I authorize Granite on my behalf to negotiate and enter into a settlement it deems to be advisable.

I understand that in most cases, a professional real estate appraisal may be required to effectively support my claim. I may choose to hire an appraiser recommended by Granite or one of my own, or I may use a recent appraisal that Granite believes is sufficient proof.

For such services, I agree to pay Granite as follows:

If my assessment is not reduced, I will owe Granite nothing.

If reduction of the assessment of the property is secured I agree to pay Granite a discounted fee equal to 50% of the first year tax savings, based on the tax rates in effect as of the current year's Grievance Day. This discounted fee will apply if I pay within 30 days of the postmark on the envelope that contained Granite's invoice and a copy of the official decision reporting the reduction of my property's assessment. The full undiscounted fee of 60% will be due if payment is not made within 30 days of postmark. Should payment not be made within 60 days of postmark, a late payment charge of 1% per month will also be due.

If reduction of assessment is obtained more than one year after the date of this application, I agree to pay Granite a fee equal to 33% of the tax saving for each year until the case is settled. The full undiscounted fee of 43% will be due if payment is not made within 30 days of postmark. Should payment not be made within 60 days of postmark, a late payment charge of 1% per month will also be due. In all cases Granite is permitted to negotiate any refund check obtained and to deduct its fees from the refund and to remit to me the balance. I also agree to pay annual court and attorney fees (typically \$200 to \$500) as a result of filing an appeal for my property.

I agree also to pay any reasonable collection and/or attorney's fees Granite incurs. I agree that the courts located in Orange County, NY shall have exclusive jurisdiction regarding any action to enforce this agreement and that in any such proceeding, service of process upon me may be made by mailing process to me at the property address, unless Granite receives written notice from me of a different mailing address.

Unless otherwise agreed to in writing by Granite, it is understood that this Agreement may not be assigned and that I shall remain responsible to pay Granite its fee even if the property is transferred or listed for sale or I obtained a tax reduction on my own or with the assistance of another party.

By my signature below, I represent that I am either (1) a person named in the property records of the County Clerk as owner; or (2) that person's authorized agent; or (3) a person who has contracted to buy a property; or (4) the estate of a deceased owner. I understand that no one else is eligible under law to receive a property tax refund.

I understand that I may cancel this authorization in writing, with no penalty or obligation, within (3) days of signing this agreement.

Signature of Owner(s) \_\_\_\_\_ Date \_\_\_\_\_  
Print Name of Owner(s) \_\_\_\_\_  
Main Phone \_\_\_\_\_ Alternate Phone(s) \_\_\_\_\_  
Property address \_\_\_\_\_  
Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
Mailing address, if different \_\_\_\_\_  
Email Address \_\_\_\_\_