



# Aventine Properties LLC

## Property Tax Grievance Consultants

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I (we), herein after referred to as Client, retain Aventine Properties L.L.C., hereinafter referred to as Agent, to serve and file administrative grievance applications (“protests”) and if necessary, to retain legal counsel to commence judicial proceedings ( RPTL Article 7 proceedings ) to review the real estate tax assessments placed upon the property or properties by all assessing jurisdictions affecting the parcel(s) described on the schedule below (or for properties which Client hereafter authorizes the Agent to appeal) and to initiate and process any resulting tax refund(s) and/or obtain corrected tax bills for the tax year 2022/2023 and following tax years, if necessary until all of the proceedings are completed or this authorization is revoked. The Agent is authorized to execute, verify and file on behalf of the Client such administrative protests as may be appropriate. In the event legal counsel is retained to commence RPTL Article 7 proceedings, Client shall enjoy an attorney-client relationship with legal counsel and all decisions concerning disposition shall be made by and between Client and legal counsel only.

- 1) Client engages Agent as his sole and exclusive Agent, to obtain a reduction in the assessed value of Client’s property. Client agrees to pay Agent a fee of thirty-three and one-third (33-1/3%) percent of the sum of tax savings achieved by administrative review of the assessment(s). In the event, legal counsel is retained to commence Article 7 proceedings, the above referenced fee to Agent shall be reduced by the amount to be paid to legal counsel such that the total fees to Agent and legal counsel will not exceed thirty-three and one-third (33-1/3%) percent of the sum of tax refunds and savings arising from judicial determinations or settlement for the years for which the Agent and/or legal counsel, has filed proceedings. Fees shall be based on the reduction in actual assessed value multiplied by the tax rates effective in the tax years subject to assessment reduction.
- 2) In the event legal counsel is retained, Client understands that it will be responsible for all out-of-pocket costs and disbursements necessarily incurred, including filing fees, appraisal fees, expert witnesses, etc. However, no such costs or disbursements, except for annual filing fees, will be incurred without the Client’s authorization. Filing fees are currently \$305.00 per year per tax jurisdiction.
- 3) Agent and or the attorney retained by agent on behalf of the client is authorized to endorse and deposit in a special trust account any refund or rebates received from the municipality or retained legal counsel and to distribute the monies in accordance with this Retainer. All fees are payable within 30 days of receipt of official notification of reduction, or fees may be deducted from any county refund checks at Agent’s sole discretion.
- 4) If Client fails to pay the above fees within 30 days of notification, Client agrees to pay reasonable attorney fees to Agent and understands that interest at a rate of 1.5% per month will accrue on any unpaid balance which is not paid within 31 days from the postmark on the envelope mailing the invoice to Client.
- 5) Reasonable efforts will be made by Agent to communicate to the owner(s) any offer of settlement as a result of administrative proceedings, other than at a hearing.
- 6) Agent has made no representations other than to indicate that every effort will be made to best represent Client to the fullest extent of law.
- 7) Client agrees that Aventine Properties L.L.C. is their sole Agent. If Client breaches any provision of this agreement or if a reduction occurs 1 year prior to, or after the signing of this agreement by the efforts of another service or by effort of the property owner, Client agrees to pay Agent the sum of \$350 for their time, effort and fees, within 30 days.
- 8) Any part of this contract that is deemed unlawful does not void the remaining parts of this contract.

**Subject Property Address:** \_\_\_\_\_

**The Client:** \_\_\_\_\_

**The Agent:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Print:** Aventine Properties LLC

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_