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 SENT VIA ONLINE SUBMISSION

**ENGAGEMENT LETTER**

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**PROPERTY TAX REPRESENTATION – ENGAGEMENT AGREEMENT**

I appreciate the opportunity to help reduce your property taxes. Before moving forward, you need to sign and return this Engagement Letter (**Agreement**) by mail or e-mail. The Agreement sets forth the terms and conditions for professional services I agree to perform and fees you agree to pay.

0s0 00 – This Agreement shall be effective as of the execution date. The effective date is understood to be the day I notify you this Agreement has been approved and ratified.

hk1tIQ-8- #\ V7l) -Vu1AQur – Any work-product or information exchanged shall be considered privileged unless waived.

**GOVERNING LAW** – This Agreement shall be construed under Texas law. Venue shall remain in Harris County to resolve any issue regarding fees charged or professional services rendered.

**SUBJECT PROPERTY** – Property covered by this Agreement shall be referred to as the Property. It consists of property you identify, and own or manage. This includes the property listed on the appraisal account(s) you've identified. Property acquired or subsequently identified is presumed not covered by this Agreement unless mutual consent has been expressed otherwise.

**TAX YEARS** – A tax year includes any calendar year where work undertaken seeks to reduce the year's property tax liability.

**CLIENT DUTIES** – You agree to be truthful, to cooperate, to keep me informed of any information or developments relating to the Property, to abide by this Agreement, and to keep me advised of your current contact information. You agree to assist and provide necessary information and documentation as requested and appear if requested at any proceeding or meeting involving any action contemplated by this Agreement.

**SCOPE OF REPRESENTATION** – I am authorized by you to perform work consistent with providing legal services before the Appraisal Review Board (ARB) and Central Appraisal District (CAD) in which the property is located. This includes the following:

- Serve as the owner's representative under Texas Tax Code §1.113.
- Correspond directly with the ARB, CAD, and taxing authorities to secure property tax relief.
- Use discretion in executing forms and filing documents, including but not limited to protest notices, appointment of agent forms, correction motions, exemption applications, and similar items.
- Meet and use reasonable efforts to resolve any property tax or appraisal matter relating to the Property.
- Schedule and attend meetings with the CAD unless I deem it unnecessary or counterproductive.
- Schedule and attend hearings before the ARB unless I deem it unnecessary or counterproductive.
- Enter settlement agreements with the CAD at or before the ARB hearing involving the Property.
- Seek to modify any substantive deficiencies in the records of the CAD, ARB, or taxing units.
- Use reasonable efforts to obtain and remit any tax refund to which the property owner is entitled.

**CANCELLATION** – This Agreement will remain in effect unless canceled by written notification.

- a. **Cancellation by You:** Due to legal constraints, notice canceling this Agreement must be received at least 45 days before the statutory protest deadline set forth under section 41.44 of the Texas Tax Code. If notice is received any time afterwards, this Agreement must and shall remain in effect until the end of the calendar year. By executing this Agreement, you acknowledge and understand this is necessary to protect against and prevent adverse consequences that might otherwise occur, including but not limited to forfeiting the right to property tax relief.
- b. **Cancellation by Me:** If you fail to comply with this Agreement or any subsequent commitment, or for any reason I believe I am ethically obligated to withdraw because the attorney-client relationship has been detrimentally affected, I can cancel this Agreement 10 day after sending notification to you by email or mail.

**CONTINGENCY FEE AGREEMENT** – You agree to pay me the following fee - 35% Contingency Fee This fee shall equal 35% of each property’s estimated tax savings subject to this Agreement and as determined by the fee calculation stated in this section. This fee is exclusive of any maintenance or service fee that may be assessed.

- a. **Fee Calculation:** Tax savings shall be calculated for each property by deducting the year's final appraised value from the year's appraisal value as originally noticed by the CAD. This difference will then be multiplied by the applicable tax rate. The tax rate from the prior year will be used to calculate if the applicable tax rate has not been set. Tax savings and fee calculations for prior, current, and future years are calculated based on the appraised value without regard to any applicable property tax exemptions, third-party agreements, ownership changes, or professional fees sought by a third-party for the same or similar services provided.
- b. **Intake Fee / Annual Service Fee:** An annual service fee not to exceed \$ 0 will be assessed for each property under this Agreement. This charge is to offset all reasonable and necessary expenses expected to be incurred. This includes out-of-pocket expenses such as postage, copying fees, document archival, storage, document retrieval, filing, online research, travel, and like expenses.

**PAYMENT** – Payment is due no later than 15 days after the invoice sent date. If payment is not received within 30 days (45 days after the invoice sent date), interest may be charged on the amount owed, including interest assessed as of the invoice date. Interest will be based on the periodic rate of 1.5 percent per month multiplied by the outstanding balance.

**LIQUIDATED DAMAGES** – Due to the subjective nature of the appraisal process, you understand and acknowledge it is inherently difficult to ascertain actual damages that might occur caused by failure to comply or perform under this Agreement. Thus, liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Instead of actual damages, recovery of liquidated damages is the sole recourse for failure to comply with or perform under this Agreement. My total liability shall be limited to actual damages not to exceed \$500 or actual expense you incur, whichever is less. Your total liability shall be limited to the amount already invoiced, plus debt collection expenses not exceeding \$500.

**PLAIN MEANING** – Unless the Texas Tax Code specifically defines a word or term used in this Agreement, the language is to be given the broadest and most reasonable interpretation per its plain meaning.

**MODIFICATION** – Any modification of this Agreement will be governed effective only if it is in writing between both parties, including by email. The other party must have acknowledged acceptance of the modification.

**FORCE MAJEURE** – Any delay or failure in the performance of this Agreement shall be excused if caused by the occurrence of a Force Majeure. Force Majeure means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of either you or me, including acts of God, fires, floods, explosions, riots, hurricane, vandalism, accident, restraint of government, governmental acts, and other like events that are beyond reasonable anticipation or control.

**CONFLICT OF INTEREST** – You know of no conflict preventing me from providing legal advice to you. It is also understood that I am relying on the facts as given by you.

**NO GUARANTEES – NO GUARANTEES HAVE BEEN MADE AS TO A RESULT OR OUTCOME UNDER THIS AGREEMENT.**

**RATIFICATION** – Once I send notice to of engagement, this Agreement shall go into effect. If not, a non-engagement notice should be sent within ten business days from the date of your submission.

**CLIENT APPROVAL** – By signing and submitting this Agreement, you represent you have had n opportunity to review this Agreement in its entirety and have willingly agreed to enter into it based upon your own reason and judgment.

**APPROVED and SUBMITTED to Michael Saegert, Atty at Law.**

**Date:**

*Signature*

**Print name:**