

# TERMS & CONDITIONS (Published 9/1/2021)

**Our Fees are Simple! No Reduction, No Fee, No Kidding!**

## RETAINER AND APPLICATION FOR PROPERTY TAX ASSESSMENT CORRECTION

**DESIGNATION OF REPRESENTATIVE:** I hereby designate Empire Tax Reductions DBA of ETR, Inc. (ETR) as my exclusive representative and authorize it to process in 2022 my application for a property tax reduction for the applicable assessment roll. To represent me before the Board of Assessment Review (Assessment Review Commission in Nassau County) and/or Small Claims Assessment Review pursuant to the rights guaranteed me by NYS Property Tax Law. ETR will make reasonable efforts to communicate the terms of any offer of settlement made by the County in the course of these proceedings, although I hereby give ETR full authority to settle my case and negotiate any municipality refund checks obtained and deduct its fees therefrom.

**FEES:** I have read and understand that I will pay ETR a percentage of the tax reduction/savings that they obtain for my property for the year filed. The percentage rate is determined by the county in which my property is located and as follows:

County	APPLICATION TAX YEAR	*Discounted Contingency Fee (% of Savings)	Standard Rate Contingency Fee (% of Savings)	Market Analysis Fee <b>SUCCESSFUL REDUCTIONS ONLY</b>	NYS Court* filing fee <b>If appeal needed</b>	EMPIRE'S FEE IF WE ARE NOT SUCCESSFUL
Nassau	2023/24	40%*	50%	- 0 -	\$30	- 0 -
Suffolk	2022/23	50%*	75%	\$100	\$30	- 0 -
Westchester	2023/24	50%*	75%	\$100	\$30	- 0 -

### **FEES FOR SERVICE: No REDUCTION – NO FEE – GUARANTEED!**

- ✓ **I understand** that ETR does not charge a fee if there is no reduction.
- ✓ **If ETR is successful**, I agree to pay the **\*DISCOUNTED FEE** stated above for my county I understand and agree that:
- ✓ **Discounted Fee** will apply only if I pay (or obtain a written payment agreement to pay) within 60 days of the date of ETR's invoice containing official proof of reduction, otherwise ETR's standard fee will apply.
- ✓ **Should my case require an appeal**, a NYS Court filing fee of \$30 may apply.
- ✓ **If I do not pay** within 60 days, I shall pay (i) 1% interest per month on the amount due from the date of the first invoice; and (ii) all costs of collection including attorneys fees of 33% of any amount due including interest. I also agree that ETR may submit its claim to an arbitrator or arbitration company selected by ETR (ETR shall advance any arbitration fees, but the arbitrator shall award such fees to the prevailing party) or bring suit against me in the courts located in Nassau County; except if ETR demands arbitration, Nassau County courts shall have exclusive jurisdiction of any dispute/action relating to this agreement; and service of a demand for arbitration, or summons and complaint, or any post judgment notice or demand upon me by mail at the address listed in this agreement shall be sufficient service and notice thereof.
- ✓ **Sale of my home does not void this contract**, and I will remain responsible for any fees incurred unless I have my buyer assume the responsibility of this contract in writing with ETR.

**ELIGIBILITY & NOTIFICATIONS:** I understand that only A) a person named in the records of the Nassau County Clerk as a homeowner (only one owner need sign); or B) that person's authorized agent; or C) a person who has contracted to buy a home; or D) the estate of a deceased homeowner, is eligible under law to receive a property tax refund. If you are not in any of these categories, you will not be able to receive a property tax refund and should not sign this agreement. I hereby represent that by signing below I am one of the persons listed within these categories. ETR is an independent company, you are not required by law to use a tax reduction service to apply for a reduction in assessment. Complaints regarding any services rendered or not rendered under this contract may be addressed to Nassau County Office of Consumer Affairs. You may cancel this agreement with no penalty or obligation by giving ETR written notice of cancellation (i) no later than 10 days of the date of this agreement, or (ii) no later than IN NASSAU COUNTY, June 1, 2022; SUFFOLK COUNTY, July 1, 2022; WESTCHESTER COUNTY, August 1, 2022, in which case a one hundred dollar processing fee will apply.

**Empire Tax Reductions dbf of ETR, Inc.**  
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