



RETAINER/AGREEMENT

This is an agreement dated _____ between _____ with offices at ("Client") and Realty Tax Challenge Corp. with offices at 510 Broadhollow Road, Suite 210, Melville, NY 11747 ("RTC"), for the providing of certain administrative, support and consulting services in connection with the review of the real property tax assessment of the Client's property (as described below):

Property Address:
Parcel ID:

And hereby agrees that RTC will provide an initial evaluation of the real property assessment to determine if tax appeal proceedings should be initiated. Where RTC concludes that an appeal is warranted, it shall act as the Client's tax manager and administrator and undertake and assist the Client in initiating the appropriate real property tax appeal. The term of engagement as tax manager/administrator shall automatically renew at the end of each calendar year hereafter, until terminated by written notice. RTC's services shall include, where appropriate, the obtaining of expert valuation opinion and/or a written appraisal report for internal evaluation, negotiating or appeal purposes.

RTC's fee shall be a contingency fee and shall include, where in the opinion of RTC such is warranted, any legal fees. The fee shall be thirty-three and one-third (33-1/3%) percent of the refund and tax savings achieved by reason of RTC's efforts on behalf of Client.

Client hereby authorizes Realty Tax Challenge Corp ("RTC") to act in all respects as the client's representative in connection with any matter related to real property tax assessment and tax proceedings. In the event it becomes necessary to use or retain legal counsel, RTC will assist the Client in selecting such legal counsel, it being recognized that the Client is free to choose any counsel of its choice and RTC shall work with any selected counsel. The undersigned also authorizes RTC to oversee all pending tax review proceedings on the above-referenced property. The reasonable cost of such counsel shall be the responsibility of RTC which cost shall be included as part of the overall contingency fee.

It is anticipated that formal appraisals will not be necessary and that RTC's own background and efforts will be sufficient. However, where a formal appraisal is required, such costs shall be borne by the Client if the Client wishes to proceed.

This agreement constitutes the entire agreement between the parties and shall not be changed except in writing. Any written notice required by the agreement shall be sent via certified U.S. mail to the intended party at their then current address. The agreement shall be governed by the laws of the State of New York.

Company Name

By _____
Name:
Title: