

## REAL ESTATE TAX APPEAL FEE & REPRESENTATION AGREEMENT

John Silvestri, the Attorney, is authorized to appeal my (our) tax assessment by signing tax assessment appeal, abatement, exemption, or catastrophic loss forms for me (us), and to appear for me (us) to present information concerning my (our) property(ies) as my (our) legal counsel and attorney representative before the Board of Assessment, and before the Court.

It is agreed that fees for real estate tax savings shall be paid by me (us) on a contingency fee basis for property owned by me (us), or my (our) business entity(ies). Contingency fees are 50% of the tax savings for the year of the appeal. Half of the fee is allocated to John Silvestri for legal services, and the other half of the fee is allocated to John Silvestri for non-legal work, which may be assigned to a non-attorney. Fees are calculated by multiplying the reduced assessed value times the millage for the year of the appeal.

If the Board of Assessment decision is unsatisfactory, I (we) authorize a further appeal to Court, and agree the fees of 50% of the tax reductions or savings will apply to each year decided by the final Court decision or settlement based on the millage set for the first year of the appeal, or such lower millage rate that is known for a subsequent year included in the Court decision or settlement.

If the Attorney believes it is to the owner's advantage to have a formal appraisal, the Attorney is authorized, but is not required, to obtain an appraisal at the expense of the Attorney. If, and only if, there is a reduction in the assessment, the filing fee for Court, if not previously reimbursed, and the cost of any appraisal, advanced by the Attorney, shall be deducted from the Owner tax savings after fees are calculated. There will be no other expenses without Owner authorization.

It is understood that I (we) need not attend a hearing before the Board of Assessment, but that if I (we) do attend, then the Attorney will accompany me (us) and present the case for assessment reductions.

It is understood that if I (we) sell a property under appeal, notice of the pending appeal will be disclosed, and if tax refunds are not agreed to be prorated post-closing and paid to me (us), then I (we) will remain liable for fees from refunds or tax savings retained by the new owner.

I (we) agree to this Fee & Representation Agreement on (type in or hand write in date below):

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

Name and business name, if any, and address:

\_\_\_\_\_  
Signature line for Owner or Entity Rep

\_\_\_\_\_  
(Signature line for Co-owner, if any)

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Business name, if any:

cell phone:

email:

other phone:

Image or scan, and text or email, this completed form to  
412-512-4902 or [staff.john.silvestri@usa.net](mailto:staff.john.silvestri@usa.net)  
or mail this form to: John M. Silvestri, Esq., 1000 N. Negley Ave., Pittsburgh, PA 15206.  
For questions, call John Silvestri at 412-512-4902