

**Contingency Fee Retainer Agreement**

This agreement made on [ ] between [ ]

(insert date)

(insert client name)

(hereinafter referred to as the “client”) and RB Legal Services Professional Corporation (hereinafter referred to as “RB Legal Services”), agree to the following:

**Tax Years Under the January 1<sup>st</sup>, 2016 MPAC's Assessment Cycle.**

**i - Scope of Work:**

The client instructs and authorizes RB Legal Services to act on all matters pertaining to property assessment issues for the following property:

[ ]

(insert property address)

[ ]

(insert property roll number)

**ii - Property Information:**

The client agrees to provide RB Legal Services all relevant data and information of the subject property if requested. The client authorizes RB Legal Services to inspect the subject property if requested.

**iii - Settlement of Lower Property Assessment:**

The client authorizes RB Legal Services to negotiate an entire settlement or withdraw an appeal, at any time, at the sole discretion of RB Legal Services.

**iv- Fees:**

The client understands that RB Legal Services will charge **no fee** unless a reduction in property assessment is obtained. If a reduction in property assessment is obtained, the contingency fee will equal to a portion of the property tax savings at a rate of 50%, plus H.S.T, which is calculated using the following formula:

$$[(\text{assessment of subject property as of valuation date}) - (\text{assessment obtained by RB Legal Services as of valuation date for each taxation year of the valuation cycle})] \times (\text{applicable municipal tax rate}) \times 50\%, \text{ plus H.S.T.}$$

The contingency fee will become payable after the reduction in assessment has been documented by Minutes of Settlement or a decision of the Assessment Review Board. The client is responsible to pay the Assessment Review Board to file an appeal.

**v - Early Termination:**

Before a matter is completed, the client can terminate this agreement by notifying RB Legal Services in writing. The client agrees to pay an hourly fee based on the actual time spent up to the date of ending the services at a rate of \$300.00 per hour.

RB Legal Services can also terminate this agreement by notifying the client in writing.

**vi- Collection:**

The client agrees that simple interest of two percent (2%) per month with a maximum of twenty-four percent (24%) per annum will accrue for any outstanding account owing. The client agrees that a fee in the amount of fifty dollars (\$50.00) will be applied to the client’s account for every cheque not honoured by the client’s financial institution.

[ ]

(insert client name)

[ ]

(insert client signature)

[ ]

(insert date)

Note: If client is a corporation, client must have authority to bind the corporation to this agreement.

[ ]

(RB Legal Services representative name)

[ ]

(RB Legal Services representative signature)

[ ]

(insert date)

**Direction and Authorization**

**Property Information**

Name of Registered Property

(insert name of registered property owner)

Owner: Property Roll Number:

(insert property roll number)

Property Address:

(insert property address)

**Tax Years Under the January 1st, 2016 MPAC's Assessment Cycle.**

Please accept this authorization for RB Legal Services to act on my/our behalf as sole and exclusive agent in all matters pertaining to my/our real property assessment, including their access to all files and data, which may be held at the regional assessment office or tax department. This authorization includes the filing of all appeals, representing me/us in discussions and negotiations with the Municipal Property Assessment Corporation, acting on my/our behalf at all levels of hearings, and inquiring on my/our behalf at the local tax department to determine if and when a refund has been applied.

**Property Owner Information**

Name:

(insert name)

Mailing Address:

(insert mailing address)

Home Phone No.:

(insert home phone no.)

Cell Phone No.:

(inset cell phone no.)

Business Phone No.:

(insert business phone no.)

Fax No.:

(insert fax no.)

E-mail Address:

(insert e-mail address)

Occupation:

(insert occupation)

**Signature**

(insert client name)

(insert client signature)

(insert date)