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Patrick M. McMahon
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Mary Anne U. Frank
Harry E. Bartosiak



Real Estate Attorneys

Joseph F. Delaney
Ernest L. Rose
Christina B. Perez
Justin L. Jay
Michael D. Korus

Real Estate Assistants

Dawn Gerlach
Mary Baumeister
Cynthia Hagemeyer
Anna Okaz
Zaia Zaia
Kristin Pinto

RETAINER AGREEMENT FOR REAL ESTATE TAX APPEAL SERVICES

_____, (“Client”) hereby retains Drost Kivlahan McMahon & O’Connor LLC (“DKMO”) to provide professional services related to property tax assessment appeals under the following terms and conditions:

1. PROPERTY. Client is the record owner of, or authorized to act on behalf of the record owner of, the following property (“Property”):

ADDRESS

PIN

_____ - _____ - _____ - _____ - _____

2. SERVICES.

- a. Client retains DKMO, and DKMO agrees to act on behalf of Client regarding the review, evaluation, and when deemed appropriate, appeal of the Property’s tax assessment for the tax year 2019. The scope of DKMO’s services are limited to the Cook County Assessor and the Cook County Board of Review. Client agrees DKMO will not pursue tax appeals with the Illinois Tax Appeal Board or the Circuit Court.
- b. Client agrees to execute and return to DKMO the enclosed “Cook County Assessor Attorney Authorization Form” and “Cook County Board of Review Attorney Authorization Form” upon acceptance of this Agreement.
- c. Client authorizes DKMO to execute and file certificates of error on Client’s behalf seeking property tax refunds for prior tax years.

3. TERM OF AGREEMENT.

- a. The term of this Agreement begins upon DKMO’s receipt of Client’s signed acceptance and continues for the duration of the appeal(s) described in Paragraph 2(a), unless terminated in accordance with Paragraph 3(b).
- b. Each party may terminate this Agreement by written notice to the other party. If Client terminates this Agreement after DKMO has filed an appeal and/or certificate of error, DKMO shall remain entitled to its fees pursuant to Paragraph 4.

4. FEE.

- a. If the County Assessor or Board of Review reduces the Property’s assessed value, Client agrees to pay DKMO **thirty percent (30%)** of the Property’s 2019 real estate tax savings. Tax savings are calculated

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by multiplying the Property's total assessed value reduction by the Property's last known local tax rate and state equalizer. DKMO shall issue Client an invoice detailing the calculation of tax savings and fee due. **If the Property's assessed value is not reduced, Client will not owe DKMO a fee for preparing or filing an appeal.**

- b. Regardless of whether the Property receives an assessed value reduction for 2019, if DKMO obtains a tax refund on the Property's prior tax year bill(s) as the result of certificates of error filed by DKMO, Client agrees to pay DKMO **thirty percent (30%)** of the refund. Client agrees DKMO shall receive the refund check from the taxing authority, deposit it into DKMO's client trust account, deduct its 30% fee, and pay the remaining balance to Client. If the taxing authority issues a refund check directly to Client, Client agrees to remit 30% of the refund to DKMO within 30 days of receipt. **If no refund is granted, Client will not owe DKMO a fee for preparing or filing certificate(s) of error.**
- c. If Client fails to pay any fees due within 30 days of invoice date, or receipt of refund check, Client agrees to pay, in addition to said fees, interest calculated at 10% per annum on the unpaid balance plus all reasonable attorney fees and court costs incurred by DKMO in collecting the balance owed.
- d. Sale of the Property does not release Client from owing fees to DKMO.

5. INDEMNIFICATION. Client understands that during a tax appeal, the tax assessor or Board of Review may discover past errors relating to the Property, which may result in an increase in the Property's tax bill. Client releases and indemnifies DKMO from all liability for any tax increases resulting from filing a tax appeal.

Drost Kivlahan McMahon & O'Connor, LLC

Print Name:

By: _____
Michael D. Korus, Date
Agent for DKMO

Signature Date

Email: _____
Phone: _____