



**SWIDERSKI  
LAW** | PROFESSIONAL  
CORPORATION

**Swiderski Law Professional Corporation**

277 Lakeshore Road E, Suite 210

Oakville, ON, L6J 6J3

Telephone Number: (905) 281-4297 • Fax Number: (416) 987-0618

www.swiderskilaw.ca • info@swiderskilaw.ca

## **Contingency Fee Retainer Agreement**

This agreement made on  between

(insert date)

(insert client name)

(hereinafter referred to as the “client”) and Swiderski Law Professional Corporation (hereinafter referred to as “Swiderski Law”), 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 Swiderski Law 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 Swiderski Law all relevant data and information of the subject property if requested. The client authorizes Swiderski Law to inspect the subject property if requested.

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

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

**iv- Fees:**

The client understands that Swiderski Law 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:

**[(assessment of subject property as of valuation date) - (assessment obtained by Swiderski Law as of valuation date for each taxation year of the valuation cycle)] x (applicable municipal tax rate) x 50%, 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 Swiderski Law 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.

Swiderski Law 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.

(Swiderski Law representative name)

(Swiderski Law representative signature)

(insert date)



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## **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 Swiderski Law Professional Corporation 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)

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