

CONTINGENT FEE AGREEMENT

This contract for legal services is made this _____ day of _____ 2009, by and between **Frederick R. Dempsey, Attorney at Law**, of the **Law Office of Frederick R. Dempsey**, Chicago, Illinois, hereinafter called "Attorney" and _____, hereinafter called "Client".

In consideration of the covenants and conditions hereinafter provided, Attorney and Client mutually agree as follows:

- A. Client hereby retains and employs Attorney to represent Client for the 2009 triennial reassessment period (to and including 2011), in the prosecution of complaints or objections before the Assessor and/or the Board of Review and/or The Property Tax Appeal Board ("PTAB") and/or the Circuit Court of Cook County, objecting to the real estate assessment of the following property of Client:

Address

Permanent Index Number(s)

Township

- B. For this service, Client agrees to pay Attorney a fee equal to a percentage of the tax savings achieved as a result of the services of Attorney, in accordance with the following schedule:

The fee will be one-third (33%) of the resultant tax savings for the first year of the 2009 triennial, where an assessment reduction is achieved, to be calculated by multiplying the difference between the proposed assessment and the final assessment by the last known state equalization factor and tax rate at time of billing.

Except in cases where an Assessment reduction was made for "one year only" based on vacancy or construction, or there has been a subsequent sale of or capital improvement to the real estate, Assessment reductions, and the corresponding tax savings, achieved before the Assessor and the Board of Review in any year of the triennial should, in the ordinary course, endure for the balance of the triennial assessment period. Attorney will represent Client in Client's effort to maintain any assessment reduction previously obtained during the current triennial period, **without further charge to Client**, absent the foregoing exceptions.

In the event that Attorney has to file in subsequent years of the triennial due to "one year only" relief based on vacancy or construction, or there has been a subsequent sale of or capital improvement to the real estate, any billable reductions will be prorated by the number of remaining years of the triennial.

- C. For any tax year of the triennial, in the event action is required before the Circuit Court to secure a reduction in the assessment, or a partial refund of the real estate taxes, by means of a Certificate of Error, Specific Objection, Tax Rate Objection or other law suit, Client agrees to pay Attorney **a fee equal to one-third of any tax savings or tax refunds (including one-third of any accrued interest)** ordered by the Court, whether by trial, settlement or any other manner.
- D. For any tax year of the triennial, in the event action is required before the Illinois Property Tax Appeal Board (“PTAB”) to secure a reduction in the assessment, or a partial refund of the real estate taxes, Client agrees to pay Attorney a fee equal to **one-third of any tax savings or tax refunds (including one-third of any accrued interest)** ordered by the PTAB, whether by trial, settlement or any other manner.
- E. Client agrees, in addition of paying the above Attorney's fees, to reimburse Attorney for all costs and expenses incurred in the prosecution of Client's complaints, including copying charges, long distance telephone charges, messenger fees, filing fees, court reporters' charges, and professional fees, such as for appraisers, engineers, or accountants. However, Attorney will not engage such professionals on behalf of Client without Client's express consent.
- F. In the event Attorney does not achieve a tax savings for Client, Client will not be obligated for payment of any legal fees *but will be obligated to pay the expenses incurred and advanced.*
- G. Client has the right to terminate Attorney for any reason upon written notice. Attorney retains the right to terminate services: 1) upon Client failure to cooperate in any reasonable request; 2) if Client misrepresents or fails to disclose material facts; 3) if Client fails to follow Attorney’s advice to the detriment of the case; 4) upon Client failure to pay fees and expenses as they come due; or 5) upon determination by Attorney that continued representation violates the Rules of Professional Conduct. The termination of services, by either party, will not relieve the Client of the obligation to pay Attorney a reasonable fee computed on a time basis, in addition to expenses incurred and advanced by Attorney for Client's benefit.
- H. In the event of any dispute concerning the fees charged under this agreement, the matter shall be referred by the complaining party for binding arbitration by the Chicago Bar Association Committee of Professional Fees. If Client wishes to file with the Committee, contact can be made at Professional Fees Committee Staff Liaison at 312.554.2062.

By: _____
Frederick R. Dempsey, Attorney at Law

By: _____
Client

ACKNOWLEDGEMENT

I hereby acknowledge that I have read the foregoing Contingent Fee Agreement by me subscribed and have received one copy of said agreement signed by Frederick R. Dempsey.

By: _____
Client