



BRUNSDON LAWREK & ASSOCIATES
 REAL ESTATE APPRAISALS AND ADVISORY SERVICES

**Commercial • Residential • Agricultural • Reserve Fund Studies
 Real Estate and Property Tax Consulting**

#301 – 20th Street West
 Saskatoon, SK
 S7M 0X1

www.realestateappraisals.com
 Office (306) 244 - 5900
 Fax (306) 652 - 7667

W.R.I. Brunsdon, AACI, P.App
 Wayne D. Johnson, AACI, P.App
 Grace Muzyka, AACI, P.App, CRP
 Kimberly Maber, B.Comm, AACI, P.App

Steven Thair, B.A., AACI, P.App, LL. B.
 Cameron H. Walker, B.Comm, AACI, P.App
 Janelle Baerg, B.Comm, AACI, P.App.

Don Junor, CRA
 Kristene Johnson, CRA
 Sandy Antonini, B.A., J.D., CRA

RETAINER AGREEMENT - REAL PROPERTY ASSESSMENT REVIEW

* (the “Client”) hereby retains Brunsdon Lawrek & Associates (“BLA”) to review the 2018 real property assessment (the “Assessment”) levied against the following property (the “Property”):

Roll #	Municipal Address	Original 2018 Assessment	2017 Property Taxes
--------	-------------------	--------------------------	---------------------

in the City of Saskatoon, on the following terms:

1. **Services.** BLA will review the Assessment, and, if in the opinion of BLA errors have been made in the Assessment and there is a reasonable prospect for the successful appeal of the Assessment, BLA will file an appeal with the Board of Revision (herein the “BOR”) and act as the Client’s agent on the hearing of the appeal. If the appeal to the BOR is unsuccessful, and, in the opinion of BLA, there is a reasonable prospect for a successful appeal to the Appeals Committee of the Saskatchewan Municipal Board (herein the “SMB”), BLA will file an appeal to the SMB and represent the Client on the hearing of such appeal. In the event the appeal to the BOR results in a reduction in the Assessment, and the municipality appeals the decision to the SMB, BLA will represent the Client on the hearing of such appeal.
2. **Authorization.** The Client authorizes and empowers BLA to act as its agent for the purpose of obtaining assessment information, filing appeals to the BOR or SMB, and representing the Client at the hearing of any such appeals, all in accordance with the terms of this Agreement.
3. **Fees and Disbursements.** With respect to each property, the Client agrees to pay for the services as follows:
 - a) a review fee equal to 1% of the 2017 property taxes, as detailed above, or \$250, whichever is greater, and
 - b) in the event the Assessment is appealed, a fee equal to 50% of the property tax savings. Property tax savings shall mean the difference between the original 2018 Assessment detailed above and any reduced Assessment for the 2018 taxation year, multiplied by the applicable mill rate and/or mill rate factor for the 2018 taxation year, irrespective of any phase-in that the municipality may apply.

The Client further agrees to pay all costs and expenses as may be reasonably necessarily incurred by BLA in connection with the provision of the services, including without limiting the generality of the foregoing, fees for filing of appeals with the BOR or the SMB, the cost of obtaining copies of Assessment records, travel costs, if travel is required (the “Disbursements”), and applicable taxes.

The review fee will be invoiced at the commencement of the assignment. Disbursements will be invoiced as required. The property tax savings fees will be invoiced at the time any reduced Assessment is confirmed in writing. The Client agrees to pay all such invoices within 30 days.

4. **Acknowledgement.** The Client acknowledges that as a result of inquiries made by BLA, and/or any appeals of the Assessment, the municipality may determine that the Assessment of the property should be increased. The Client agrees that BLA shall have no liability whatsoever for any increase in the Assessment.
5. **Termination.** This Agreement may be terminated as follows:
- a) by the Client providing written notice to BLA;
 - b) by BLA providing written notice to the Client that, in its opinion, there is no reasonable prospect for the successful appeal of the assessment, or further appeal of the Assessment.

This Agreement shall be deemed to have been terminated by the Client if the Client fails to provide such information and assistance as may be reasonably required by BLA, or the Client, without the written consent of BLA, chooses to represent itself or retains legal counsel or another agent or consultant to participate in any appeal to the BOR or the SMB. This Agreement will also be deemed to have been terminated if the property is sold, unless the purchaser enters into an agreement with BLA on substantially the same terms as this Agreement.

In the event this Agreement is terminated or deemed to have been terminated by the Client, the Client agrees to pay to BLA the greater of:

- a) an hourly fee of \$200.00 for all services provided by BLA under this Agreement to date of termination; and
- b) an amount equal to the fee that would otherwise have been payable in accordance with paragraph 3(b).

General. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other terms, representations, warranties or conditions other than as set out herein. Any modification or amendment to this Agreement shall be in writing and signed by both parties.

DATED at Saskatoon, in the province of Saskatchewan, this ____ day of _____, 2018.

***Client**

Per: _____

DATED at Saskatoon, in the province of Saskatchewan, this ____ day of _____, 2018.

BRUNSDON LAWREK & ASSOCIATES

Per: _____