

# SKOLNIK REAL ESTATE CONSULTING SERVICES

Martin A. Skolnik, MAI

## CONTRACT FOR APPRAISAL SERVICES

THIS AGREEMENT is made between \_\_\_\_\_ "Client", having a place of business or residence at \_\_\_\_\_ and Martin A. Skolnik "Appraiser", having a place of business at 27 Woodholme Village Court, Baltimore, Maryland 21208.

For consideration of the mutual covenants and agreements contained herein, Client and Appraiser agree as follows:

### 1. Identification of Real Estate to be Appraised

The real estate to be appraised is identified as:

House Number and Street Name			Subdivision or Neighborhood Name		
City		State	County		

Please look at your recent assessment notice or tax bill for the following information:

Property Account Number:				
Map	Grid	Block	Lot	Parcel

### 2. Interests to be Appraised

The interest(s) to be appraised are the fee simple estate unencumbered by lease. If property is subject to current lease agreements, leased fee estate is applicable.

Is the property leased?      \_\_\_ No      \_\_\_ Yes  
(If yes, please include copies of leases and a rent roll)

Is the property on a ground lease?    \_\_\_ No    \_\_\_ Yes

### 3. Purpose of Appraisal and Use of Report

The purpose of the appraisal is to develop an opinion of market value of the fee simple estate inherent in the subject property in terms of cash or cash equivalency. It is the understanding of the Appraiser that the appraisal report will be used by the Client as an exhibit in support of an appeal of the property tax assessment.

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**4. Special Instruction and/or Limits of Assignment (if any)**

Special instructions as to the scope of the appraisal work to be performed, special instructions as to the form of the appraisal report to be prepared, date of value other than the current date, reasonable hypothetical assumptions or conditions to be considered, and limits upon the scope of the assignment are as follows: (If none, Appraiser will write "none".)

Special Instructions or Valuation Issues:

**5. Standards of Performance**

Appraiser agrees to exercise independent judgment and to complete the appraisal assignment in accordance with accepted appraisal procedures, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Supplemental Standards of Professional Appraisal Practice and Code of Professional Ethics of the Appraisal Institute.

**6. Time for Performance**

Appraiser estimates that the foregoing assignment will be completed on or about three to four weeks but unforeseen delays in the inspection of the subject property or obtaining relevant data from Client or the assessing authorities might increase the anticipated time period.

**7. Copies of Report**

Appraiser agrees to provide Client with one original copy of the written appraisal report and will supply the local jurisdiction with the copies it needs for its review. Additional copies of the original can be obtained from Appraiser for an additional fee of \$25 per copy.

**8. Format of Appraisal Report and Scope of Assignment**

The assignment is to be a Summary Appraisal, as defined in the Uniform Standards of Professional Appraisal Practice.

**9. Fees and Expenses**

**A. Professional Fee**

Client agrees to pay Appraiser, as compensation for the professional appraisal services to be rendered hereunder, the following Fee:

1. A fixed fee in the amount of \_\_\_\_\_ payable as outlined in 9(A)b and 9(A)c below.
2. The total amount of the Fee shall be paid by Client to Appraiser at or prior to Appraiser's inspection of the subject property.
3. If the fee is not received at or prior to Appraiser's inspection of the subject property, or if the payment is returned by the bank to Appraiser, Appraiser reserves the right to a) cancel this assignment, or b) retain the appraisal reports and not issue them to the local jurisdiction until full payment is made (even if this jeopardizes Client's appeal), or c) pursue payment in full through a collection service or the courts, at Appraiser's option.

**B. Out-of-Pocket Expenses**

In addition to the Fee to be paid appraiser hereunder, Client shall reimburse Appraiser for any of the following out-of-pocket expenses incurred by the Appraiser in connection with this assignment:

1. Providing copies of the appraisal report in addition to those specified in Paragraph 7;
2. Required technical studies, if any; and

3. Other \_\_\_\_\_.

Any out-of-pocket expenses shall be approved in advance by Client. Appraiser does not anticipate any out-of-pocket expenses associated with this engagement.

- C. If any payment due Appraiser under this Agreement is not paid when due, such payment shall bear interest at the rate of 18% per annum, accrued monthly, commencing thirty (30) days after such payment is due, provided, however, that in no event shall such rate of interest exceed the maximum rate permitted by law. In the event that any payment due Appraiser is not paid when due, Client shall pay all expenses of collection, including, but not limited to, reasonable court costs and attorneys' fees.
- D. It is understood that, as a result of this engagement, the appraisal fees and payment thereof are not contingent upon the appraised value, a favorable settlement, loan closing, or any other prearranged condition, and are due and payable as noted above.

**10. Testimony or Attendance at Court or Administrative Proceedings**

- A. Unless noted in 10(B), below, Client agrees that the Appraiser shall not be required to testify or attend any court or administrative proceeding or to be available to "stand-by" (including depositions, pre-trial conferences, and the like) relating to this assignment unless additional compensation is paid Appraiser. In the event Appraiser shall be requested or required to testify or be in attendance or to "stand-by" for any court or administrative proceeding relating to this assignment, or shall be requested or required to attend conferences in connection with any such court or administrative proceeding, Client shall pay Appraiser an Additional Fee computed based upon actual time expended and expenses incurred on the additional assignment by Appraiser for preparation, attendance, and travel to and from such court, administrative hearing, or conference, at an hourly rate of \$175 per hour. Said additional Fee shall be due and payable upon completion of such testimony or attendance at any court hearing, administrative proceeding, or conference.
- B. Fees outlined in Paragraph 9A(1), above, \_\_\_ do or \_\_\_ do not already include amounts for administrative and/or appeals board appearances.

**11. Client's Responsibilities**

To enable Appraiser to perform the appraisal services required hereunder, Client shall provide Appraiser or Appraiser's Agent with access to the real estate to be appraised. Upon request, Client shall also provide Appraiser with such other materials with respect to the assignment as are in the possession of the Client, including, but not limited to, the items outlined in the Addenda to this agreement. It is agreed that the Appraiser may, but need not, assume the accuracy of all materials submitted by Client.

**12. Appraiser's Responsibilities**

All statements of fact in the appraisal report which are used as the basis of the Appraiser's analysis, opinions, and conclusions will be true and correct to the best of Appraiser's knowledge and belief. Appraiser shall have no responsibility for legal matters, questions of survey, opinion of title, soil or subsoil conditions, environmental, governmental, engineering, or other technical matters. Any sketches prepared by Appraiser and contained in the appraisal report are estimations and will be included solely to aid the user of the report in visualizing the property and/or its location. Each finding, predication, assumption or conclusion contained in the appraisal report will be Appraiser's personal opinion and will not be an assurance that an event will or will not occur. Appraiser may assume that there are no unapparent conditions relating to the real estate, sub-soil, or structures located on the real estate that would affect Appraiser's analyses, opinions, estimations, or conclusions with respect to the real estate. Appraiser has no present or contemplated future interest in the real estate that is subject of this assignment and the Appraiser has no personal interest or bias with respect to the subject matter of this assignment or the parties involved. No one other than Appraiser shall form the analyses, conclusions, or opinions to be set

forth in the appraisal report, unless such participation by another party is indicated by the co-signing of the appraisal report by such other party. Appraiser's liability is limited to the amount of the fee for this project.

**13. Confidential Information and Ownership of Documents**

The data gathered in the appraisal (except data furnished by Client) prepared pursuant to this Agreement will remain the property of the Appraiser. Appraiser shall take reasonable steps to protect confidential information furnished to Appraiser by Client. Client shall specifically identify in writing at the time that said data is provided to Appraiser which data Client furnishes to Appraiser that Client deems confidential in nature. Appraiser is authorized by Client to disclose all or any portion of the appraisal report and the related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulation of said Institute now or hereafter in effect.

**14. Limitations Upon Use of Appraisal Report by Client**

Client agrees that the appraisal report to be prepared pursuant to this Agreement shall not be quoted or referred to in any report or financial statement of Client or in any documentation filed with any governmental agency without the prior written consent of the Appraiser. Neither all nor any part of the contents of the appraisal report (especially the conclusions as to value, the identity of Appraiser, references to the Appraisal Institute or references to any designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or other public means of communications without prior written consent and approval of Appraiser.

**15. Extent of Agreement**

This agreement represents the entire agreement between Client and Appraiser and supersedes all prior negotiations, representations, or agreements, either written or oral.

**16. Successors and Assigns**

This Agreement shall be binding upon the heirs, successors and assigns of Client and Appraiser.

**17. Governing Law**

This Agreement shall be governed by the laws of the State of Maryland.

**18. Severability**

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

<Signatures follow on the next page>

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IN WITNESS WHERE OF, each of the parties hereto has dated and executed this Agreement and caused it to be delivered to other party hereto. Endorsement of this Agreement and its return with the stated fee (if any) will constitute Client's notice to Appraiser to proceed with the Assignment.

_____	_____	_____	_____
Client Signature	Date	<b>Martin A. Skolnik, MAI</b>	Date
_____		President/Principal Consultant	
Printed Name of Client		<i>Skolnik Real Estate Consulting Services</i>	
_____			
Client Phone Number			
_____			
Client E-Mail Address			

Sample  
Contract

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**ADDENDUM**

**Items necessary to begin appraisal assignment:**

- Name and telephone number of contact person to arrange an inspection of the property
- Street address including city, county and neighborhood/subdivision name
- Tax map/grid/block/lot/parcel identification (from your assessment notice or tax bill)
- If the property has been listed for sale and/or sold within the past three years, please provide a copy of listings, contracts of sale and/or closing statements
- A copy of the tax bill and/or assessment notice

**If available, the following would also be helpful:**

- The most recent plat or survey
- Copy of any known exceptions to title (such as easements, deed or subdivision restrictions, reservations, etc. These can be found as an attachment to the Owner's Title Insurance, usually as an Exhibit or Schedule)
- Project brochures (if any)
- Plans and specifications
- Site plan
- Copy of any known environmental information such as environmental site assessments, wetland studies; archaeological studies and the like
- Any engineering reports available
- If applicable, information on special assessments
- Any other information that you think may be helpful or appropriate to the assignment

State of Maryland  
DEPARTMENT of ASSESSMENTS and TAXATION  
**DESIGNATED PROPERTY REPRESENTATIVE FORM**

A property owner may designate a representative, agent or attorney to assist in the appeal of the assessment. The owner may appear in person with the representative or the representative may appear alone without the owner being present. In order to preserve the orderly conduct of the appeal hearing, a property owner should be accompanied by not more than one such representative.

The form below or a similar written authorization may be used by an owner to designate a representative. However, if the representative files an appeal with the original or a copy of the assessment notice, no designation form is required.

Where a representative has been designated or where the representative has entered the appeal, all further notices regarding the appeal shall only be sent to the representative. Duplicate notice will not be sent, except in such instances deemed appropriate by the Supervisor of Assessments.

OWNERS NAME: \_\_\_\_\_

ACCOUNT NO.: \_\_\_\_\_

PROPERTY REPRESENTATIVE: \_\_\_\_\_

REPRESENTATIVE'S ADDRESS: \_\_\_\_\_

I HEREBY AUTHORIZE THE ABOVE PROPERTY REPRESENTATIVE TO SERVE AS MY AGENT FOR THE PURPOSE OF REPRESENTING ME IN THE APPEAL OF THE ASSESSMENT FOR THE TAX YEAR \_\_\_\_\_.

I UNDERSTAND THAT ALL FURTHER CORRESPONDENCE REGARDING THIS APPEAL WILL BE SENT TO MY PROPERTY REPRESENTATIVE.

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
PRINTED NAME OF ABOVE

\_\_\_\_\_  
DATE

This form seeks information for the purpose of a authorizing a representative to assist in the assessment appeal process on the indicated property. Failure to provide this information will result in denial of our request. However, some of this information would be considered a "personal record" as defined in State Government Article, §10-624. Consequently, you have the statutory right to inspect your file and to file a written request to correct or amend any information you believe to be inaccurate or incomplete. Additionally, personal information provided to the State Department of Assessments and Taxation is not generally available for public review. However, this information is available to officers of the State, county or municipality in their official capacity and to taxing officials of any State or the federal government as provided by statute. Additionally, if your property would be used by the State Department of Assessments and Taxation as a comparable for purpose of establishing the value of another property in a hearing before the Maryland Tax Court, the requested information, or a portion thereof, may have to be provided to the owner of that other property.



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF REAL PROPERTY ASSESSMENTS AND APPEALS**

**LETTER OF AGENT AUTHORIZATION**

This letter authorizes \_\_\_\_\_ (owner/designated agent), located at \_\_\_\_\_ (address) and (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (phone) to act in my/our behalf as agent in all matters pertaining to the ad valorem tax and/or assessment of real property located in the District of Columbia, described below, and to review any and all documents relating to the assessment and taxation of the property. Specifically, this property is described as:

Square \_\_\_\_\_ Lot \_\_\_\_\_  
Address \_\_\_\_\_  
Owner of Record \_\_\_\_\_

This letter of agent authorization pertains to Tax Year \_\_\_\_\_ only.

This letter of agent authorization grants the authority to the agent named above to request and examine confidential records, discuss any appeal, and to agree to and sign a binding stipulation agreement with the Board of Real Property Assessments and Appeals (BRPAA) regarding the ad valorem tax and/or assessment on the above described property.

If this letter of agent authorization is signed by an individual purporting to represent and organization (corporation, partnership, etc.) as the owner of record, documents exhibiting authority of that individual to sign on behalf of the organization must be attached and made part of this letter of agent authorization.

Submission of false statements is subject to criminal penalty. D.C. Code §22-2514.

Owner's Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date \_\_\_\_\_