



Collin Central Appraisal District

ELECTRONIC AGENT PROTEST AGREEMENT FORM

Company Name: _____

Mailing Address: _____

Office Phone: _____

Cell Phone: _____

Fax Number: _____

Email Address: _____

Agent Signature

Collin CAD Agency ID

Agent Printed Name

Date

Agent TDLR #

ELECTRONIC AGENT PROTEST AGREEMENT

This **Electronic Agent Protest Agreement** ("Agreement") is made by and between the Collin Central Appraisal District ("Collin CAD") and the undersigned property tax agent ("Company") acting by and through their authorized representatives.

Recitals:

WHEREAS, the company desires to electronically file written notices of protest of the appraised value for Agent Accounts with the Collin CAD; and

WHEREAS, the Collin CAD desires the Company to file any written notices of protest of the appraised value that it intends to file with the Collin CAD for the Agent Accounts electronically by means of the "Collin CAD Electronic Agent Protest System" website; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

- a. Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:
- b. "Agent Accounts" shall mean the properties for which the Company has an agent authorization on file with the Collin CAD.
- c. "Effective Date" shall mean the last date of execution hereof.
- d. "Electronic Protest" shall mean a written notice of protest by means of the Mass Protest tool found on the Collin CAD Electronic Agent Protest System.

2. Term and Termination

- a. Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party.

3. Agreement

- a. The Company agrees and understands that electronic protests are only to be filed and will only be accepted by Collin CAD pertaining to the current appraisal year and up to the protest deadline for that appraisal year. Electronic protests will not be accepted after the current appraisal years protest deadline. Protests or Motions to Correct that are filed after the deadline must be filed manually in paper form.
- b. The Company agrees to maintain the confidentiality of any portion of the data that has been deemed or coded as confidential information by the Collin CAD.
- c. In the event the Company (including its clients and/or the property owners) desires to protest the appraised value for Accounts, the Company agrees to electronically file such written notice of protest solely through the use of the Collin CAD Electronic Agent Protest System.

ELECTRONIC AGENT PROTEST AGREEMENT (CONT'D)

4. Miscellaneous

- a. **Assignment.** The Electronic Agent Protest Agreement is personal to Company and may not be assigned without the prior written consent of the Collin CAD.
- b. **Entire Agreement.** This Agreement constitutes the full and complete understanding and agreement of the parties and supersedes all prior oral or written negotiations, understandings and agreements, pertaining to the subject matter of this Agreement. Changes to this agreement may only be made in writing and executed by both parties.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.
- d. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- e. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- f. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below the signature of the party or on the day actually received as sent by courier or otherwise hand delivered.
- g. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE Collin CAD MAKES NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, WHETHER EXPRESSED OR IMPLIED ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED IN ALL RESPECTS. WITHOUT LIMITING THE FOREGOING, COMPANY ACKNOWLEDGES THAT Collin CAD DOES NOT GUARANTEE THAT THE DATA IS ACCURATE AND THEREFORE IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF THE DATA OR THE MEANS BY WHICH COMPANY ACCESSES THE DATA. THE COMPANY USES THE DATA AND THE USER ACCOUNT NUMBER AT ITS OWN RISK AND WITH NO LIABILITY TO THE Collin CAD.
- h. **Release.** THE Collin CAD SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST Collin CAD, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "Collin CAD") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE FROM THE USE OF THE DATA AND THE USER ACCOUNT NUMBER. COMPANY AGREES TO INDEMNIFY AND SAVE HARMLESS Collin CAD FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSE BY THE Collin CAD AND THE COMPANY'S USE OF THE DATA AND/OR THE USER ACCOUNT NUMBER.

ELECTRONIC AGENT PROTEST AGREEMENT (CONT'D)

Executed on this _____ day of _____, _____.

Collin Central Appraisal District

By: _____

Bo Daffin, Chief Appraiser
Collin Central Appraisal District
250 Eldorado Pkwy
McKinney, TX 75069-8023

Executed on this _____ day of _____, _____.

Company: _____

By: (sign) _____

Name: (print) _____

Title: _____

Address: _____

Phone: _____