

### **USER AGREEMENT**

This User Agreement ("Agreement") is entered into by and between the Chief Appraiser of the Tarrant Appraisal District ("TAD") and the Property Owner(s), or a person designated by the Property Owner(s) under Section 1.111(f) of the Texas Property Tax Code (collectively referred to as the "Property Owner"). TAD and the Property Owner are collectively referred to as the "Parties." This Agreement shall become effective as of the date both Parties sign and execute it. An agent executing this Agreement on behalf of a Property Owner affirms that the account(s) for which a valid Appointment of Agent form(s) ("AoA") filed with TAD as of the effective date—and any AoAs filed after the effective date—are governed by this Agreement. Conversely, if an AoA is revoked by the signing agent or superseded by another agent filing an AoA, this Agreement will no longer apply to that revoked AoA.

**Select • (one or both) the tax official(s) with which you are requesting to exchange communications electronically.**

- Tarrant Appraisal District
- Tarrant Appraisal Review Board (TARB)

#### **I. Recitals**

WHEREAS, Section 1.085 of the Texas Property Tax Code authorizes any notice, rendition, application form, completed application, or information requested under Section 41.461(a)(2) to be delivered in an electronic format;

WHEREAS, Section 1.085 of the Texas Property Tax Code permits a chief appraiser and a property owner to agree to electronic delivery of such documents;

WHEREAS, Section 1.085 of the Texas Property Tax Code allows the Chief Appraiser to deliver electronically the data, schedules, formulas, and other information to be introduced at an TARB hearing under the terms of this Agreement;

WHEREAS, Section 1.085 authorizes the Parties to agree to the electronic exchange of other matters;

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, the Chief Appraiser and the Property Owner agree as follows:

#### **II. Definitions**

1. Portal herein means the secure Dashboard for Owners and Agents found at <https://www.tad.org/dashboard>.
2. Account Number herein means the unique eight-digit number assigned and used by the TAD to identify a specific property account.
3. PIN herein means the six-digit unique secure number assigned by TAD to property owners (only), needed to establish their Dashboard.

#### **III. Terms, Conditions, and Specifications**

##### **A. Electronic Communications:**

The property owner or agent of the owner has elected to receive electronic communications under Texas Property Tax Code Section 1.085. All electronic communications under this Agreement shall occur through the Dashboard. Communications exchanged via the Dashboard must allow for electronic confirmation of receipt, which shall serve as evidence of delivery.

The Parties agree and understand that electronic protests may only be filed and will only be accepted by TAD/TARB pertaining to the current appraisal year and up to the protest deadline for the current appraisal year. Electronic protests will not be accepted after the current appraisal year's protest deadline. Protest filed after the deadline and Motions to Correct may only be filed manually in paper form.

##### **B. Applicable Communications:**

- This Agreement governs the following types of communications:
- Appointment of Agent ("AoA").
- Notices of Appraised Value ("NOAV").
- Notices of Protest.
- Notices for scheduling protest hearings under Section 41.45 of the Texas Property Tax Code.
- Settlement and Waiver of Protests
- Joint Motion – Section 41.47(g-1)
- Agreed Order Determining Protest or Motion for Correction of Appraisal Roll
- Order Determining Protest or Motion for Correction of Appraisal Roll
- Data, schedules, formulas, and other information introduced at TARB hearings under Section 41.461.

- Uploading of Sworn Notarized Affidavit or Unsworn Declaration, testimony and evidence shall be introduced by authorized filing party at TARB hearings.
- Issuance of determinations and orders under Section 41.47.

Protests, affidavits, unsworn declarations, written sworn testimony, and evidence are not acceptable by fax or email. Electronic submission is only available through the Dashboard.

**C. Delivery and Confirmation:**

The effective date of delivery for any communication, notice, or order exchanged shall be the date the document becomes available in the Dashboard. No additional confirmation of receipt shall be required. By this Agreement, the Property Owner waives delivery methods outlined in Section 1.07 of the Property Tax Code, but delivery of electronic notice shall comply with such. By signing this document, it is understood and agreed that any report, notice, record or document, including but not limited to, Notices of Appraised Value, Notices of Protest, Hearing Notifications, Notices of Final Hearing/Orders Determining Protest, and Dismissals, shall be considered delivered on the date sent electronically by the chief appraiser, appraisal district and/or TARB, as the case may be, and all deadlines for filings shall be calculated from that date.

**D. Email Notifications:**

The email address associated with the Dashboard account shall be used for email notifications of document availability. Until further notice, the email addresses listed below shall be used for the indicated purposes, only:

- [RES@TAD.ORG](mailto:RES@TAD.ORG) for use by **Property Owners** only, not Agents, for the submission of **RESIDENTIAL** value information to be used in the informal value review process, by the **RESIDENTIAL** Appraisal Department.
- [RESAGENT@TAD.ORG](mailto:RESAGENT@TAD.ORG) for use by **Agents** only, not Property Owners, for the submission of value information to be used in the informal value review process, by the **RESIDENTIAL** Appraisal Department.
- [COM@TAD.ORG](mailto:COM@TAD.ORG) is for use by **Agents** only, to schedule informal value review appointments with a **COMMERCIAL** Appraiser.
- [CEVIDENCE@TAD.ORG](mailto:CEVIDENCE@TAD.ORG) for use by **Agents** only, not Property Owners, for the submission of value information to be used in the informal value review process, by the **COMMERCIAL** Appraisal Department.
- [BPP@TAD.ORG](mailto:BPP@TAD.ORG) for use by all, for the submission information to be used in informal review of account or questions regarding a BPP account.
- [AoA@TAD.ORG](mailto:AoA@TAD.ORG) for the submission of Appointment of Agent for Property Tax Matters and Revocation of Appointment of Agent for Property Tax Matters and questions regarding AoAs.
- Visit [WWW.CAGI.COM](http://WWW.CAGI.COM) for all inquiries regarding mineral ownership, valuation and protests.

Refer to the Tarrant Appraisal Review Board Model Hearing Procedures for authorized special purpose email address.

**IV. Termination**

This Agreement shall remain in effect unless and until either Party delivers a written rescission of this Agreement to the other Party under Section 1.085(d) of the Texas Tax Code. Termination is considered effective on the date the notice is delivered. Notice of termination must be in writing and delivered either via email or sent by certified US Mail, postage prepaid, addressed to the other Party at one of the following addresses, and is considered received the day so delivered:

TAD Email: [communications@tad.org](mailto:communications@tad.org)

TAD Mailing Address: TAD Communications  
 2500 Handley Ederville Rd  
 Fort Worth, Texas 76118

Property Owner Email: \_\_\_\_\_ (must be the same as Dashboard login email address)

Property Owner Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If the notice of termination is sent by both methods, email and certified mail, then the date of termination is the date of the earliest notice delivered. Upon termination, this Agreement will no longer be applicable to any account of the Property Owner or any account that an Agent has filed an AoA with TAD.

To the extent that any terms in this User Agreement are affected by legislative enactment effective during the pendency of any protest, the legislative enactment shall control.

**V. Confidentiality Regarding Information Exchanged through the Agent Dashboard**

The Property Owner acknowledges that information exchanged under this Agreement may contain confidential information under Section 22.27 of the Texas Property Tax Code and Section 552.149 of the Government Code. The Property Owner agrees to maintain confidentiality in compliance with applicable laws and shall not disclose such information for unauthorized purposes.

**VI. Effective Date**

This Agreement becomes effective upon execution by both Parties. If signed on different dates, the later date shall control.

**VII. Modifications and Amendments**

This Agreement may be modified or amended by mutual consent. Any changes must be accepted in writing and signed by both Parties.

**VIII. Agreement by the Chief Appraiser**

The Chief Appraiser of TAD represents they are duly authorized to enter into this Agreement and agrees to its terms upon the Property Owner's/authorized Tax Agent's acceptance.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Chief Appraiser Tarrant Appraisal District

\_\_\_\_\_  
Printed Name of Chief Appraiser

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Property Owner or Tax Agent

\_\_\_\_\_  
Signature of Property Owner or Tax Agent, including TAD issued Agency number

To be valid, property owners must provide the **account number(s)** to which this agreement applies.

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**Warranty Disclaimer:** Except as expressly provided herein, the TAD/TARB 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, Property Owner/Agent acknowledges that TAD/TARB 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 Property Owner/Agent uses the data and the user account number at its own risk and with no liability to the TAD/TARB.

**Release:** The TAD/TARB shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from this agreement. The Property Owner/Agent hereby waives all claims against TAD/TARB, its officers, agents, and employees (collectively referred to in this section as TAD/TARB 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. The Property Owner/Agent agrees to indemnify and save harmless TAD/TARB 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 loss of property to the extent cause by the TAD/TARB and the Property Owner/Agents use of the data and/or the user account number. The TAD/TARB shall not be liable for any untimely actions by the Property Owner/Agent due to the expiration of a deadline, caused by internet traffic, malicious activity or other circumstances outside the control of the TAD/TARB. Time deadlines are represented as Central Standard Time.