

*Straightforward Thinking.*  
 1425 Spruce Street, Suite 100  
 Philadelphia, PA 19102-4503  
 (215) 735-1910  
 (866) 677-5970

Property covered by agreement:

**PAYMENT AGREEMENT FOR PAST DUE AND DELINQUENT REAL ESTATE TAXES**

You have applied for a Payment Agreement for the delinquent real estate taxes owed on the property listed above. The terms of your Agreement are set forth in the numbered paragraphs below. **If you do not understand this Agreement, there are housing counselors and legal services agencies that may be able to explain this Agreement to you before you sign it.** You may ask for a referral to these agencies.

Here are important things you need to know about this Agreement:

Down Payment:	\$0.00 ( <i>Due when you sign this Agreement</i> )
Monthly Payment Amount:	
Monthly Due Date:	1st day of every month – Beginning
Length of Agreement:	
Total Number of Monthly Payments You Agree to Make under this Agreement:	total monthly payments  Your final payment may be lower than your regular monthly payment. <b>YOU MUST CONTACT US TO OBTAIN YOUR FINAL PAYMENT AMOUNT.</b>
You can make payments under this Agreement in any of the following ways: <b>(Make payments by check or money order, CASH WILL NOT BE ACCEPTED)</b>	<b>1. In Person or By Mail</b> GRB Law 1425 Spruce Street, Suite 100 Philadelphia, PA 19102  <b>2. By Mail</b> City of Philadelphia GRB Collections PO Box 781087 Philadelphia, PA 19178  <b>3. By Overnight Mail</b> City of Philadelphia Department of Revenue Lockbox #1087 101 Independence Mall East Philadelphia, PA 19106
Total Amount of Real Estate Tax Liabilities:	<i>This includes interest, penalties, attorneys' fees, and other eligible expenses.</i>  <b>IMPORTANT:</b> By signing this Agreement, you are agreeing that this amount is what you owe at the time you signed this Agreement. You are also agreeing to give up (“waive”) your right to dispute this amount in the future.

Total Amount Owed If Agreement Is Completed:	Tier – This means that if you make all of your payments under this Agreement, GRB Law will waive. Attorneys’ fees and other eligible expenses will <u>not</u> be waived.
Tax Years Covered Under Agreement:	*See attached breakdown of what is owed for each year.
<b>Current and Future Taxes <u>Not</u> Covered Under Agreement:</b>	This Agreement does not cover your future real estate taxes. You must still pay your current and future taxes <u>on time</u> , by <u>March 31</u> of every year. If you cannot pay your current-year real estate taxes all at once, you can apply for an Installment Agreement by February 28 of that year or for a Payment Agreement.  <b><u>IMPORTANT: If you do not pay your current and future real estate taxes on time or by agreement, you will be in danger of “defaulting” or losing the benefits of this Agreement.</u></b>
What Is Considered Breaking this Agreement (“Defaulting”):	If you are late in making three (3) payments in a 36-month period <i>OR</i> if you do not pay your current-year and future real estate taxes <u>on time</u> or as agreed <i>OR</i> if you fail to cure some other material breach, you can be declared in “default” of this Agreement. (You can also be declared in “default” for other reasons, as explained below in this Agreement.)  <b><u>IMPORTANT: If you default on this Agreement, you may not be able to enter into another payment plan. GRB Law can decide whether or not it will give you another payment plan and what the terms of that payment plan will be.</u></b>
Must Withdraw a Pending Appeal:	If you previously filed an appeal of the amounts included in this Agreement with the Philadelphia Tax Review Board/Office of Administrative Review or the Philadelphia Board of Revision of Taxes, and if that appeal is still pending, you <u>must</u> complete and sign the attached Request to Withdraw Petition for Appeal and agree it will be submitted by GRB Law.
Collection Agent:	GRB Law is collecting the real estate taxes owed on your property. Our contact information is listed at the top of the first page of this agreement.

This Payment Agreement (“Agreement”) is made on DATE by and between the City of Philadelphia and the School District of Philadelphia (the “City”) and you, «APPLICANT». By signing this agreement, you understand and agree to the following:

1. You are the owner of or have a legal or equitable interest in the property located at «PROPERTY\_ADDRESS» (the “Property”), in which you reside.
2. You owe the City past due or delinquent real estate taxes for the Property for the tax years «YEARS\_GOVERNED\_BY\_PLAN» as well as interest, penalties, attorneys’ fees, and any other eligible expenses or fees legally due related to real estate taxes that are past due and/or delinquent (the “Real Estate Tax Liabilities”). The total Real Estate Tax Liabilities owed on the Property is «TOTAL\_BALANCE\_DUE». An itemization of what you owe, broken down by tax year, is attached to this Agreement. **Important: By signing this Agreement, you agree that this amount is owed at the time this Agreement is signed and that you are waiving your right to dispute this amount in the future.**
3. GRB Law, on behalf of the City, is acting to collect the Real Estate Tax Liabilities.
4. You agree to pay, and the City agrees to accept in full satisfaction of the Real Estate Tax Liabilities, a total of «ADJUSTED\_BALANCE\_DUE», broken down as follows:

- a. A down payment of \$0.00, which you are paying at the time of signing this Agreement. (For taxpayers whose household income is less than or equal to 70% of Area Median Income, the down payment should not be more than the amount of one (1) monthly payment.)
- b. «M\_OF\_MONTHS» monthly payments of «MONTHLY\_PAYMENT\_AMOUNT» each due on or before the 1st of the month, as determined by a percentage of the taxpayer’s household income or by an analysis of the taxpayer’s household income and expenses (“Individual Financial Assessment”).

Your final payment may be lower than your regular monthly payment. **YOU MUST CONTACT US TO OBTAIN YOUR FINAL PAYMENT AMOUNT.**

5. Tiers. There are 4 tiers of payment agreements for taxpayers who live in their homes. GRB Law has determined that you are in Tier «Tier»
  - a. Tier 1: Taxpayers whose monthly household income is above 70% of Area Median Income shall be offered payment agreements at the discretion of GRB Law, taking into consideration any evidence of financial hardship. These taxpayers must **pay in full** the interest, penalties, attorneys’ fees, and any other eligible expenses or fees that have already accrued on their Real Estate Tax Liabilities.
  - b. Tier 2: Taxpayers whose monthly household income ranges from greater than 50% up to and including 70% of Area Median Income must pay 10% of their monthly household income under this Agreement. These taxpayers will be entitled to a **waiver of 100% of the penalties** that have already accrued on their Real Estate Tax Liabilities if they comply with this Agreement.
  - c. Tier 3: Taxpayers whose monthly household income ranges from greater than 30% up to and including 50% of Area Median Income must pay 8% of their monthly household income under this Agreement. These taxpayers will be entitled to a **waiver of 50% of the interest and 100%**

**of the penalties** that have already accrued on their Real Estate Tax Liabilities if they comply with this Agreement.

- d. Tier 4: Taxpayers whose monthly household income is at or below 30% of Area Median Income must pay 5% of their monthly household income under this Agreement, but no less than \$25 per month. These taxpayers will be entitled to a **waiver of 100% of the interest and 100% of the penalties** that have already accrued on their Real Estate Tax Liabilities if they comply with this Agreement.
6. Individual Financial Assessment (IFA). Taxpayers may request an individual financial assessment that compares their household income and expenses in order to determine their monthly payment amount, instead of using the presumed monthly payment amount provided by the Tier in which they fall, provided that \$25 is the minimum monthly payment. **Important Warning: If a taxpayer requests an IFA and the IFA results in a higher monthly payment amount than the amount required under the taxpayer's relevant Tier, this Agreement shall use the higher monthly payment amount under the IFA.**
7. Change in Circumstance. If you can no longer afford to make your monthly payment under this Agreement due to a change of circumstances, you may contact GRB Law to request a modified agreement and/or assessment of your eligibility for a new Payment Agreement. A "change of circumstances" may include, but is not limited to, loss of a job or a loss of other source of income, a significant increase of out-of-pocket medical expenses, or having to financially support additional family and/or household members. If you would like to request to change your Agreement, it is important that you contact GRB Law **immediately** – if possible, **before** you miss a payment under this Agreement. Here is how you can contact GRB Law:

GRB Law  
1425 Spruce Street, Suite 100  
Philadelphia, PA 19102  
(215) 735-1910 - Phone  
(866) 677-5970 – Toll Free  
(215) 735-1618 - Fax  
Philadelphiatax@grblaw.com

8. Right of Redetermination. At the discretion of GRB Law, no more than once every twelve (12) months, you may receive a written request to provide updated documentation to verify your continued eligibility for this Agreement. You must provide written responses and supporting documentation within thirty (30) days of GRB Law's written request. If you fail to respond to GRB Law's request for updated information within thirty (30) days, a second notice will be mailed providing an additional fifteen (15) days to respond. Failure to timely respond to the fifteen (15) day notice shall be considered a breach of this Agreement. While a Redetermination is pending, you must continue to make full and timely payments as required by this Agreement.

If GRB Law determines that there has been a change in circumstances that either affects your eligibility for this Agreement or your monthly payment amount, a modified agreement will be mailed to you no less than forty-five (45) days before any change becomes effective. A letter accompanying the new agreement shall include detailed instructions for appealing GRB Law's determination that your monthly payment amount should change or that you are no longer eligible for a payment agreement. If you fail to return a signed modified agreement or fail to appeal GRB Law's determination of the new monthly payment amount or ineligibility within thirty (30) days, a second notice will be mailed providing an

additional fifteen (15) days to respond. Failure to timely return a signed modified agreement or file an appeal within this fifteen (15) day period shall be considered a breach of this Agreement.

If you appeal GRB Law's determination that your monthly payment amount should change or that you are no longer eligible for a payment agreement, you must continue to make full and timely payments under this Agreement while the appeal is pending. If you lose an appeal of a change in your monthly payment amount, a modified agreement will be mailed to you with instructions. Failure to return the signed modified agreement within thirty (30) days shall be considered a breach of this Agreement.

9. Obligation to Pay Current-Year and Future Real Estate Taxes on Time. During the time period covered by this Agreement, you must pay the current-year and future real estate taxes owed on the Property **on time or under a separate Installment Agreement or other Payment Agreement.** Current-year real estate taxes are due by **March 31** of every year.

If you cannot pay your current-year real estate taxes all at once, you can apply for an Installment Agreement by **February 28** of that year. After that date, you can apply for a Payment Agreement on your current-year real estate taxes. You should contact the Department of Revenue to apply:

Department of Revenue – Taxpayer Services  
Municipal Services Building, Concourse  
1401 John F Kennedy Blvd  
Philadelphia, PA 19102  
(215)686-6442  
revenue@phila.gov

If you cannot pay your current-year real estate taxes by the due date, follow the instructions above for contacting the Department of Revenue **before** the due date to make other arrangements.

If you do not pay your current-year real estate taxes in full within twenty (20) days of March 31 or do not apply for an Installment Agreement by February 28 or do not apply for a Payment Agreement, you are in danger of breaching your Agreement. See Paragraphs 12(b) and 13 below on when you are considered in Breach and in Default of this Agreement for failure to pay your current-year real estate taxes.

10. Tolling of Additional Costs that Accrue. As long as you make the payments required under this Agreement, the City will waive any **additional** interest, penalties, attorneys' fees, and other eligible expenses or fees that would otherwise accrue during the course of this Agreement. However, if you default on this Agreement, those additional charges will become fully due. See Paragraph 13 for what is considered a "default."
11. Application of Payments. Payments made under this Agreement shall be applied pursuant to the requirements of applicable City Ordinances and the Regulations and Policies of the City's Department of Revenue in effect at the time the payments are received.

12. Breach.

- a. Failure to Make Monthly Payment. As noted above, your payments under this Agreement are due on the 1st of the month. If you fail to make a monthly payment within twenty (20) days of the original due date, GRB Law will mail you a Notice warning that you are at risk of breaching your Agreement. If you fail to pay the initial missed payment and any other monthly payment(s) that have come due in the meantime within sixty-five (65) days of the

due date for the original missed payment, GRB Law may declare you to be in breach of this Agreement by mailing you a written Notice of Breach after your payment is sixty-five (65) days late. GRB Law retains the right to send such a Notice of Breach any time after your payment is sixty-five (65) days late but no later than one (1) year after the breach occurred.

- b. Failure to Pay Current-Year Real Estate Taxes on Time. As noted above in Paragraph 9, you must pay your current-year real estate taxes on time, either by paying your current-year real estate taxes in full by March 31 or by applying for an Installment Agreement by February 28 or by entering into a Payment Agreement. If you fail to pay your current-year real estate taxes in full within twenty (20) days after March 31 or if you fail to apply for an Installment Agreement by February 28 or if you fail to apply for a Payment Agreement, GRB Law will mail you a Notice warning that you are at risk of breaching your Agreement. If you fail to pay your current-year real estate taxes in full or apply for a payment plan within sixty-five (65) days after March 31, GRB Law may declare you to be in breach of this Agreement by mailing you a written Notice of Breach after your payment is sixty-five (65) days late. GRB Law retains the right to send such a Notice of Breach any time after your payment is sixty-five (65) days late but no later than one (1) year after the breach occurred.
13. Default. If GRB Law declares you to be in breach of this Agreement, you have forty-five (45) days from the date you were declared in breach to pay any and all missed payments (to “cure”). **If you fail to cure within this forty-five (45)-day period, GRB Law may declare you to be in default of this Agreement by mailing you a written Notice of Default.** GRB Law retains the right to send such a Notice of Default any time after forty-five (45) days has passed since the breach was declared and not cured but no later than one (1) year after the breach was declared.

Additionally, if you breach this Agreement for a third (3<sup>rd</sup>) time after having already breached and cured two (2) times in the prior thirty-six (36) months, GRB Law may declare you to be in default of this Agreement by sending you a written Notice of Default as required by law. GRB Law retains the right to send such a Notice of Default any time after the third (3<sup>rd</sup>) breach occurs within a thirty-six (36) month period but no later than one (1) year after the third (3<sup>rd</sup>) breach was declared.

You may also be in default of this Agreement for failing to withdraw an appeal or for filing an appeal with the Philadelphia Tax Review Board/Office of Administrative Review or the Philadelphia Board of Revision of Taxes (BRT), as explained in Paragraph 17 below.

14. Consequences of Default. If GRB Law declares you to be in default of this Agreement, the Agreement is automatically terminated, and the following provisions will apply:
- a. You will be required to pay in full the interest and/or penalties that have already accrued on the Real Estate Tax Liabilities and that may have been eligible for a waiver under Paragraph 5 of this Agreement.
  - b. You will be required to pay any interest, penalties, attorneys’ fees, lien charges, and eligible expenses that would have become due during the course of this Agreement but were initially tolled under Paragraph 10 of this Agreement. Additional charges resulting from a default shall include: interest at the rate of 0.75% per month on the first day of each month (9% per year); a penalty at the rate of 1% on the first day of each month from February through August during the first year in which such tax is registered as delinquent; additional attorneys’ fees of up to 18% of the tax, interest, penalties, and lien filing costs;

court costs; and eligible expenses incurred. All interest, penalties, attorneys' fees, costs, and eligible expenses shall accrue as provided by applicable State law, City Ordinances, Regulations, and applicable Policies.

- c. **You do not have a right to a second payment agreement.** If you default on a first agreement, any additional agreements may be granted at the discretion of GRB Law. Any future agreement you enter into for the Real Estate Tax Liabilities may have stricter terms, such as a larger down payment and/or a shorter repayment schedule.
  - d. The City may take additional legal action against you to collect the Real Estate Tax Liabilities, including the filing of Civil Tax Actions and/or Tax Foreclosure Petitions and selling your property at Sheriff's sale.
15. Making Missed Monthly Payment ("Cure"). If you miss a monthly payment and want to become current on your Agreement ("cure"), you must send the total amount of **all missed payments** to GRB Law at the following address:

GRB Law  
1425 Spruce Street, Suite 100  
Philadelphia, PA 19102

**You must pay all your missing monthly payments *before* you are declared in default of this Agreement.** Once you are declared in default, this Agreement will be void.

16. Making Missed Payment for Current-Year Real Estate Taxes ("Cure"). If you miss a payment for current-year real estate taxes and want to pay the current-year taxes *before* being declared in default, you must make a payment agreement with the Department of Revenue or send the full current-year payment amount to the Department of Revenue at the following address:

Department of Revenue  
P.O. Box 1409  
Philadelphia, PA 19101  
(215)686-6442  
revenue@phila.gov

**You must make a payment agreement or send the full current-year payment amount *before* you are declared in default of this Agreement.** Once you are declared in default, this Agreement will be void.

17. Waiver of Right to Appeal Amount Owed at the Time Agreement Is Executed. By signing this Agreement, you agree to waive any right to appeal the amounts included in this Agreement to the Philadelphia Tax Review Board/Office of Administrative Review or the Philadelphia Board of Revision of Taxes. If you have an appeal pending as of the date of this Agreement that regards the amount you owe, you agree to withdraw it. The filing of any appeal of any amount included in this Agreement or your failure to withdraw a pending appeal within thirty (30) days of the date of this Agreement shall be a default of this Agreement. This provision shall survive this Agreement, in the event of a default or other termination of the Agreement.

By signing this Agreement, you do not agree to waive any other rights, claims, or defenses otherwise provided by law.

18. Right to Appeal Other Issues. If you sign this Agreement, you no longer have the right to dispute the amount owed as listed in Paragraph 2 and as explained in Paragraph 17. However, you may still have the right to appeal other issues, including but not limited to denial of your payment plan application, what Tier of a payment agreement you are offered, performance disputes including breach, default, and cure, and decisions made as to Redetermination under Paragraph 8.

You do not need to sign this Agreement in order to appeal the denial of your payment plan application or what Tier of a payment agreement you are offered.

In order to appeal these types of issues, you must first request that the City of Philadelphia Law Department (“Law Department”) do an internal review of the issue. Such a request must be made to the Law Department within thirty (30) days of the date of the determination giving rise to the appeal. If the Law Department then denies your appeal, you can appeal to a “master” at the Tax Review Board within 60 days of the date of the Law Department’s denial. Here is the contact information for the Law Department and the Tax Review Board:

- a. City of Philadelphia Law Department  
Attn: James Zwolak  
Municipal Services Building, 5th Floor  
1401 John F Kennedy Blvd  
Philadelphia, PA 19102
  - b. Tax Review Board  
The Land Title Building, Suite 400  
100 South Broad Street  
Philadelphia, PA 19110  
(215) 686-5216
19. Effect of Full Compliance with Agreement. If you comply with the terms of this Agreement, you will have paid in full the total Real Estate Tax Liabilities owed for «YEARS\_GOVERNED\_BY\_PLAN» on the Property, taking into account any waiver of interest and penalties to which you may be entitled under this Agreement. As long as you comply with this Agreement, the City will not enforce the real estate tax lien(s) covered by the Agreement through foreclosure or other legal means. Upon completion of this Agreement, within a reasonable time, the City will correct and amend any appropriate City records and any applicable Court records to reflect the full satisfaction of the Real Estate Tax Liabilities for the years covered.
20. Integration. This Agreement contains all of the terms that you and the City have agreed to regarding the Real Estate Tax Liabilities owed on the Property. Any changes to this Agreement need to be made in writing and signed by you and the City’s representative. This Agreement constitutes the entire Agreement and supersedes all other prior agreements and understandings, both written and oral, between you and GRB Law.
21. Jurisdiction. This Agreement is governed by the Laws of the Commonwealth of Pennsylvania. Exclusive jurisdiction for any alleged breach of this Agreement shall be the Court of Common Pleas of Philadelphia County.
22. Severability. Except as otherwise provided in this Agreement, in case anyone (1) or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect,



the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**This Agreement is an attempt to collect a tax delinquency/tax debt, and any information obtained will be used for that purpose.**

**By signing below:**

- You agree to the terms of this Agreement for the Real Estate Tax Liabilities.
- You understand that if you default on this Agreement, the City may file a legal action against you and may eventually sell your property at Sheriff's sale.
- You acknowledge that you have paid the down payment required under this Agreement.
- GRB Law acknowledges that it has received payment for the down payment required under this Agreement.
- **If you previously filed an appeal of the amounts included in this Agreement with the Philadelphia Tax Review Board/Office of Administrative Review or the Philadelphia Board of Revision of Taxes, and if that appeal is still pending, you should complete the attached Request for Withdrawal, which GRB Law will submit on your behalf.**

\_\_\_\_\_  
Signature of Taxpayer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Designated City  
Representative or Its Agent

\_\_\_\_\_  
Date

BRT: «BRT»