

**PROPERTY TAX
ARBITRATION AGREEMENT**

THIS AGREEMENT, dated as of _____, 2022, is by and between _____ (hereinafter "Arbitrator"), and _____ (hereinafter "Petitioner(s)"), and the Routt County Board of Equalization (hereinafter "CBOE").

Recitals:

A. Arbitrator has been selected by the parties hereto to serve as a property tax assessment appeals arbitrator pursuant to C.R.S. § 39-8-108.5; and

B. Arbitrator and the parties hereto desire to memorialize in writing the terms and conditions under which Arbitrator shall serve as a property tax assessment appeals arbitrator.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Arbitrator, Petitioner(s) and the CBOE agree as follows:

1. Arbitrator possesses the qualifications as required by Colorado statutes to impartially perform the services required by this Agreement.

2. The property that is the subject of this appeal is classified as _____ and identified as Routt County Property Schedule Number _____ with a legal description of _____. Petitioner(s) is appealing the tax year _____ valuation of the subject property.

3. Arbitrator shall schedule a hearing at a time agreed upon by the parties within sixty days of the date Arbitrator was selected.

4. Petitioner(s) and the CBOE shall deliver to each other and the Arbitrator a copy of a case summary and any written evidence which they wish to present at the hearing _____ days prior to the hearing. Petitioner(s) and the CBOE understand that the pre-hearing evidence delivery requirement is enacted for the convenience of the parties and to promote efficiency at the hearing.

5. ~~N/A Residential Real Property: C.R.S. § 39-8-108.5 sets the Arbitrator's fee at \$150 per case. Petitioner(s) and the CBOE agree that they may both be responsible for paying a portion of the \$150 of the Arbitrator's fee in accordance with the decision of the Arbitrator. CBOE recognizes that Arbitrator's actual fees and expenses may exceed \$150, therefore, CBOE is willing to pay a reasonable additional amount to fairly compensate Arbitrator. Arbitrator shall provide CBOE with an itemized invoice for any additional amount requested.~~

6. Property Other Than Residential Real Property: Petitioner(s) and the CBOE understand that the Arbitrator's fee will be _____ per hour. The Arbitrator will issue, as part of its decision, an order as to the payment of their fees. Petitioner(s) and/or the CBOE may be responsible for paying a portion or all of the Arbitrator's fee in accordance with the decision of the Arbitrator. Payment shall be made within thirty (30) days of the issuance of the decision.

7. Arbitrator shall document all work performed.

8. Arbitrator shall follow Colorado statutes in evaluating the evidence presented by the parties and rendering a decision.

9. Arbitrator shall deliver a written copy of the decision to each party within ten (10) days after the hearing.

10. Pursuant to C.R.S. § 39-8-108.5(3)(g), the Arbitrator's decision shall be final and not subject to review.

11. Arbitrator shall be immune from civil liability arising from their participation in the arbitration process.

IN WITNESS WHEREOF, Arbitrator, Petitioner(s), and the CBOE have signed this Agreement to be effective on the date first written above.

ARBITRATOR

ROUTT COUNTY BOARD OF
EQUALIZATION

By: _____
M. Elizabeth Melton, Chair

PETITIONER(S)
