## Declaration of Homestead – Homestead Property Tax Exemption

## Real Property and Personal Information Application

**Includes Initial Real Property Tax Exemption Application and Value Adjustment Board Appeal Filing Information Requirements**

**Florida Homestead Services, LLC** [**www.floridahomesteadservices.com**](http://www.floridahomesteadservices.com)

**Mailing Address: 8708 SW 55 ST, COOPER CITY, FL 33328-4324 FAX: (954) 434-7664**

**Fill in this form completely, save it to your computer, then print, mail via postal service, fax or e-mail it to** **us at** [**myhomestead@bellsouth.net**](mailto:myhomestead@bellsouth.net)

CHECK APPROPRIATE BOX : APPLICANT STATUS :

New Application - \* Please complete all applicable sections \*  Owner  Administrator  Attorney/Trustee  Other Professional \_\_

Change - complete only applicable section(s) for the following changes:  Spouse  Agent  Title Co.  Broker/Realtor

Client Information Change  Phone No. Change  E-mail Change  Mailing Address Change-Effective date:

Alternate Contact Information Change

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| **SECTION 1. HOMEOWNER INFORMATION**  **Note: All information provided herein is strictly CONFIDENTIAL and only available to view by company service agents or local government property appraiser employees and will not be provided or disclosed to any other person, entity or agency.** |

### PLEASE PRINT LEGIBLY \*ALL FIELDS REQUIRED FOR THIS SECTION\*

Name - Owner 1:       Owner Name(s)

(Last, First, Middle – Full Name. No initials please) (Only if property is owned under another entity, name or a Trust)

Spouse/Owner 2:

(Last, First, Middle – Full name. No initials please)

Status as of Jan 1st:  Married  Separated  Divorced  Widowed  Single

Name(s) that appear(s) on mortgage and real property deed        Same as above (If only under another name other than original applicant or owner(s))

E-Mail Address:

Primary Phone (Area Code & Number) (       )        Home  Work  Mobile  Fax  Other

Alternate Phone (Area Code & Number) (       )        Home  Work  Mobile  Fax  Other

Primary Residence Address:

City       County       State FLORIDA Zip + 4       --

Is this also your mailing address?  Yes  No (If no, see below)

If no, City       County       State       Zip + 4       --

**ALTERNATE PERSON CONTACT INFORMATION** (Optional or if applicable)

Contact Name       Relationship

Contact Address       City       State       Zip

Phone Number (       )       Alternate Phone Number (       )

E-Mail Address       Does Alternate Contact Have Power Of Attorney?  Yes  No

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| **SECTION 2. JUDGMENT/LEGAL INFORMATION - CONTEST OF LIEN – NOTICE OF HOMESTEAD PROPERTY SALE TO CREDITOR You must complete this section *only if applicable*, if you are protecting your home equity from a judgment** |

Have you ever participated or are you currently involved a lawsuit regarding a judgment or foreclosure?

Yes  No If “yes”, check all that apply below

Lawsuit or Foreclosure Action \*                   $

Court Name Date of Judgment Case Number Amount

Have you ever received or is there currently a notice of lien against your real property?  Yes  No If “yes”, check all that apply below

Code Enforcement Lien \*                   /       $

Town, City or County Name Date of Lien(s) Public Record BOOK / PAGE Amount

Judgment Creditor, Lien or Other\*       $

Lien Holder Name Amount Date Public Record BK / PG

Address of Entity Checked Above City, State, Zip \*Describe:

Are you willing to send a notice to all judgment creditors to contest any lien against your real property after filing for Homestead protection by law (Notice will be given to judgment creditors, and judgment creditor must initiate suit for foreclosure, enforcement or collection proceedings within 45 days)?  Yes (Y)  No (N) If no please explain:

Do you receive, or have you received any legal notices at the primary residence address in Section 1?  Yes (Y)  No (N)

If yes, what documents have you received pertaining to the issues?

There are other encumbrances or liens against the real property as described in Section 1 and 2. Describe:

There are NO other encumbrances or liens against the real property as described in Section 1 and 2.

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| **You must complete the section below if a contract for sale or a loan is pending on a property which has a lien or judgment against it, if you wish to sell the property or close on the loan after a 45 day to 180 day time period.** |

Is your home covered by a Condominium, Homeowner’s Association, covenant, declaration or contract?  Yes  No

If yes; are there any current or unpaid special assessments or liens?  Yes  No

Are you currently attempting to sell the real property?  Yes  No

If yes, is there a pending contract or loan on the property?  Yes  No (Fully describe the contract of sale or loan commitment by date, names of parties, date of anticipated closing, and amount. The name, address, and telephone number of the person conducting the anticipated closing must be set forth herein as additional legal issues may be performed to allow the closing or sale to continue unencumbered and on schedule)

Contract Date:       Buyer Names:       Closing Date:       Sale Amount:

Name, Address and Phone Number of Title Agent/Closing Agent:

Name, Address and Phone Number of Realtor/Sales Agent:

Is the creditor(s) the same as described above?  Yes  No If no, Name, Address and Phone Number of Creditor or Agent:

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| **WAGE AND EARNINGS EXEMPTION ELIGIBILITY (ONLY IF YOU ARE CURRENTLY IN COURT ON A JUDGMENT OR LIEN):** |

Would you like to claim your wages and earnings exempt from garnishment (and request a hearing if required)?  Yes  No

I provide more than one-half of the support for a child or any other dependent and have net earnings of $750 or **less** per week.

I provide more than one-half of the support for a child or any other dependent and have net earnings of $750 or **more** per week.

Are you willing to agree in writing to allow garnishment by the court of your exempt wages of $750 or **more**, if ordered?  Yes (Y)  No (N)

Dependent Status:  Spouse  Child(ren)  Adult Dependent  Other Legal Dependent

Wages-Earnings Status: Hourly  Salary  Commission  Bonus  Other

Would you like to claim any other type of income exempt from garnishment and request a hearing (if required)?  Yes  No

Type of exempt Income you wish to protect:  Social Security  Supplemental Security Income Benefits  Public Assistance - Welfare  Worker’s Compensation  Unemployment Compensation  Veteran’s Benefits  Retirement, Profit Sharing or Pension  Disability Income  Pre-paid College Trust Fund  Medical Savings Account  Life Insurance Benefits, Cash Surrender Value of a Life Insurance policy or proceeds of an Annuity contract  Other exemption provided by law:

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| **SECTION 3. HOMESTEAD PROPERTY TAX AND LEGAL EXEMPTION ELIGIBILITY \*All Information mandatory\*** |

Date That Applicant 1 began Permanent Residency in Florida      /     /      How Many Years Lived In Florida?       Years Month Day Year

Date That Applicant 1 began actually occupying the Primary Residence (Sec. 1 Address)      /     /

Month Day Year

Date That Applicant 2 began Permanent Residency in Florida      /     /      How Many Years Lived In Florida?       Years Month Day Year

Date That Applicant 2 began actually occupying the Primary Residence (Sec. 1 Address)      /     /

Month Day Year

Do your Utility Bills show the Section 1 address?  Yes (Y)  No (N)

Does your Bank Account(s) show the Section 1 Address?  Yes (Y)  No (N)

***TAX ID, PARCEL ID OR FOLIO NUMBER OF PRIMARY RESIDENCE (If Known)***

***FULL, COMPLETE LEGAL DESCRIPTION OF PRIMARY RESIDENCE (If Known)***

Date of Deed or Title to the above property (If Known)

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| **SECTION 4. PROOF OF FLORIDA RESIDENCY \*All Information mandatory\*** |

Are you a US Citizen?  Yes (Y)  No (N)

Are you a legal or permanent Visa Immigrant or Green Card holder (H-1B)?

Owner 1)  Yes (Y)  No (N) If yes, Immigration Number:

Owner 2)  Yes (Y)  No (N) If yes, Immigration Number:      

Are you a resident of the State of Florida, exclusive of any other US state, as of January 1st this current year?  Yes (Y)  No (N)

If NOT a *permanent* Florida resident, are you a seasonal resident?  Yes (Y)  No (N)

If yes, for how many months or days each year?        Months        Weeks        Days

If you are a new Florida resident this year, or moved to another home in Florida, what was your previous home address?

Address:       City:       State:       Zip:

Do you currently live in, reside on and physically occupy the home specified in Section 1 as a primary residence in Florida, and as of (or before) **January 1st** this current year?  Yes (Y)  No (N)

If no, what was your address before moving into this property?

Address:       City:       State:       Zip:

Is the Florida real property home/address as stated above and in Section 1 your only permanent primary residence, and do you currently reside on this property permanently as a sole and primary residence, exclusive of all others?  Yes (Y)  No (N)

Do you rent/lease any portion of the property in Sec. 1?  Yes (Y)  No (N)

If yes, for how many days or Sq. Ft. each year? Days       Square Feet

Do you own any other residential property in Florida?  Yes (Y)  No (N) If yes, is it rented?  Yes (Y)  No (N)

If not rented, do you claim any exemption(s) on the other property?  Yes (Y)  No (N) If yes, what type?

Have you ever filed a ‘Declaration of Domicile’ in the State of Florida?  Yes (Y)  No (N)

If yes, on what date?       Which county:       Official Records Book No:       Page No:

Do you intend to remain on the property stated in Section 1 as a sole, primary residence exclusive of all others?  Yes (Y)  No (N)

Current Property Tax Assessors Value of Residence:

Current Market Value of Residence:

Do you have children who attend school in Florida?  Yes (Y)  No (N)

School name:       City:

Do you own other real property in Florida or in another state?  Yes (Y)  No (N)

If yes, is it a rental property?  Yes (Y)  No (N)

Do you claim a homestead or other exemption (ex.: NY STAR) in any other state?  Yes (Y)  No (N)

If yes, where:

Florida Voter’s Registration Number: Owner 1)       County       Date issued:

Owner 2)       County       Date issued:

Florida Driver’s License Number: Owner 1)       Date issued:

Owner 2)       Date issued:

Do you or your spouse possess a driver’s license from another state?  Yes (Y)  No (N) If yes, which State?

Please list all vehicle registration numbers for all vehicles registered in Florida:

Please list all vehicle tag numbers for all vehicles registered in Florida:

Do you or your spouse own any vehicles registered or licensed in another state?  Yes (Y)  No (N)

If yes, which State?

Did you file a Federal Income Tax return in Florida from the address in Section 1 last year?  Yes (Y)  No (N)

If no, what address did you file your return from? Address:       City:       State:       Zip:

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| **SECTION 5. Additional Homeowner Personal Information (Please see our Confidentiality Agreement)** |

Date of Birth: Owner 1)      /     /      Owner 2)      /     /

Month Day Year Month Day Year

Social Security Number (required by law for any tax exemption): Owner 1)      -     -

Owner 2)      -     -

Employment Status: Owner 1:  Employed Yes (Y)  No (N)  Retired

Employer Name:      Address:       City:       State:       Zip:

Owner 2:  Employed Yes (Y)  No (N)  Retired

Employer Name:      Address:       City:       State:       Zip:

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| **SECTION 6. Property Appraiser Information** |

Have you received any letters from the local County Property Appraiser’s Office regarding you Homestead Exemption (i.e., Denial letter, revocation of exemption, notice of tax lien, additional information request, etc.)?  Yes  No

What is the date of ANY letter as stated above that was received by the County Property Appraiser?

What is the reason(s) for denial/revocation of the homestead exemption?

Please provide a brief explanation of the circumstances surrounding your issue(s) regarding any denial, revocation or tax lien pertaining to your property tax exemption:

***\* Please provide us a copy of any correspondence, email, letter of denial, revocation or lien by the Property Appraiser \****

Are you willing to certify the information given herein under oath?  Yes  No

If no, please explain why:

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| **SECTION 7. DEMOGRAPHIC INFORMATION** |

Additional Background – Owner 1: Sex:

White  Asian or Pacific Islander  Male (M)

Black  American Indian or Alaskan Native  Female (F)

Senior Citizen?  Yes (Y)  No (N)  Hispanic  Other

U.S. Citizenship Marital Status Veteran Status:

Yes (Y)  Married (M)  Not Applicable  Newly Separated Veteran

No (N)  Single (S)  Vietnam Era Veteran  Other Eligible Veteran

Disabled Veteran (Y)

Additional Background – Owner 2: Sex:

White  Asian or Pacific Islander  Male (M)

Black  American Indian or Alaskan Native  Female (F)

Senior Citizen?  Yes (Y)  No (N)  Hispanic  Other

U.S. Citizenship Marital Status Veteran Status:

Yes (Y)  Married (M)  Not Applicable  Newly Separated Veteran

No (N)  Single (S)  Vietnam Era Veteran  Other Eligible Veteran

Disabled Veteran (Y)

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| **SECTION 8. ORDER, PAYMENT AND AUTHORIZATION INFORMATION** |

Homestead Protection/Tax Exemption Services  Value Adjustment Board Appeal Services  Other

Type of Payment:  Cash  Check or Money Order (Enclosed)  [**Credit/Debit Card/Other/PayPal**](http://www.floridahomesteadservices.com/payment.htm) **(Click)**

PLEASE REMIT CHECK PAYMENT TO ADDRESS ON TOP OF PAGE 1 or [**CLICK HERE**](http://www.floridahomesteadservices.com/payment.htm) **TO SUBMIT A SECURE ONLINE PAYMENT**

[**CLICK HERE TO MAKE A PAYMENT ONLINE**](http://www.floridahomesteadservices.com/payment.htm) **(Click)** **Amount of Payment** (US Funds Only):

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| **SECTION 9. NOTICE AND AUTHORIZATION** |

I understand that Florida Homestead Services, LLC is not affiliated with any government agency and I voluntarily elect and authorize Florida Homestead Services, LLC to initiate the homestead tax exemption; VAB appeal and/or protection process by law, as provided by Florida Homestead Services, LLC or its agent(s) utilizing the information provided herein. I understand that the process will begin within a 7 day period, only after receipt of full payment, and this fully completed enrollment application. Document filings may be slightly delayed by the Clerk of the Court/Office of the County Recorder based upon the times required to post public filings between acceptance and actual recordation. The following may be provided to you; Florida Department of Revenue forms, Notice of Appeal Form, Limited Power of Attorney, Affidavits, Authorization Waiver, Release of Claims, Non-Disclosure/Company-Client, Consultation Agreements, and others, all provided separately which must be executed by law prior to any services being rendered.

I acknowledge that all information provided herein is true, complete and correct, and authorize Florida Homestead Services, LLC to utilize the same for purposes set forth in any agreement:

**To sign your name in the below section(s) electronically, enter your last name and the last 4 digits of your social security number. See Electronic Signature Disclosure below.**

      **Date:**      **/**     /

**Signature of Applicant Owner 1 Printed Name**

      **Date:**      **/**     /

**Signature of Applicant Owner 2 Printed Name**

**Notice** **and disclaimer**: Use of this material constitutes acceptance of our [terms and conditions](http://www.floridahomesteadservices.com/copyright.htm). FHS, LLC does not make any guarantees, assurances, warranties or guarantee any specific results in connection with any text, product, transaction, service or strategy discussed or provided. Any product(s) or service(s) offered by FHS, LLC is not intended to provide legal advice or substitute for the advice of an attorney. FHS, LLC is not affiliated with any national, local, municipal or state government, department, division, unit, agency, tax revenue or property appraiser or law firm. All products and services offered are TM © ® All Rights Reserved.

Rev. 3/29/13

**Electronic Signature Disclosure**

Provided as a public service announcement and required disclosure by Florida Homestead Services.

Florida statutes ([Chapter 668](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0668/0668PartIContentsIndex.html&StatuteYear=2012&Title=%2D%3E2012%2D%3EChapter%20668%2D%3EPart%20I)) permit the use of electronic signatures. This allows your typed name that is provided herein to be used on this application or any other application to any government agency through any agent as your legal signature. Even though your name is typed, it has the same legal force and effect as if it is a handwritten signature. An applicant giving false answers in this or any other electronic application or document submitted to or utilized by any government agency, is subject to the same penalties of perjury under the law as if you signed the application by hand.

IMPORTANT: PLEASE READ THE FOLLOWING SECTION CAREFULLY BEFORE COMPLETING THE ELECTRONIC SIGNATURE PORTION ABOVE

I understand that I shall be required to furnish certain personal and confidential information to Florida Homestead Services, my agent, and/or the local county Property Appraiser, and/or the Clerk of the Court, for the purpose of determining that I am a permanent resident as defined in s. [196.012(17)](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0196/Sections/0196.012.html) and entitled to any statutory or other applicable exemption. Such information may include, but will not necessarily be limited to, the factors enumerated in s. [196.015](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0196/Sections/0196.015.html).

I hereby make application through my agent, Florida Homestead Services, for the exemptions indicated herein and affirm that I currently qualify for same under current Florida Statutes. I am a permanent resident of the State of Florida and I own, occupy and permanently reside on the real property described herein.

I understand that section [196.131 (2)](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0196/Sections/0196.131.html), Florida Statutes provides that any person who knowingly and willfully gives false information for the purpose of claiming homestead or any other statutory exemption is guilty of a misdemeanor of the first degree, punishable by a term of imprisonment not exceeding 1 year or a fine not exceeding $5,000 or both.

By typing my name herein as my electronic signature (*print your last name and last 4 digits of your social security number*), I hereby state that I have read and understand the above statements and the questions asked within this application and that they are true, complete and correct under penalty of perjury.

**Protecting your confidential information is important to us**

* State and federal laws require us to keep your information safe.
* We have procedures and safeguards in place to protect your information.
* The confidential information we collect is used by us to provide our services.

**Confidential information includes:**

* Social Security number
* Birth date
* Address
* Employer
* Name
* …and much more!

By law, we share some information with agencies in the state. They must follow the same strict privacy requirements that we follow. We are also required by law to release some information to the state and its government jurisdictions in order to process your case. When this happens the information in the file may be open to the public such as e-mail addresses, if it is not exempt.

**Tell us** if you are afraid of providing sensitive information electronically. We have safeguards to protect your information.

We will never send you an email or text message asking for your personal information. If you get an email, text message, or pop-up message asking for personal information, do not reply or call any phone number given, even if it looks like we sent it. Call us at 1-954-252-9111 if you get these types of requests.

**Safeguards**

**Authorization to Release Confidential Information**

We will not give your information to anyone unless you allow us to. If you want to allow someone to get information about your case, you need to complete a [Confidentiality and Non-Disclosure Form](http://www.floridahomesteadservices.com/confidentialityform.pdf) Fill out and print the form and mail it to us, or [E-Mail](mailto:myhomestead@bellsouth.net?subject=See%20attached%20form) the form to our office. The form requires your signature.

**Nondisclosure – safeguard for limited release of certain information**

For service purposes, we share certain information such as: Name, address, social security numbers, phone number, voter information, vehicle information, driver license, date of birth, immigration status, and employer among other information required by law with other state and local government agencies in order to obtain any tax or exemption benefit on your behalf.

To get more information or a copy of the form [call](http://www.floridahomesteadservices.com/offices.htm) us or [e-mail](mailto:myhomestead@bellsouth.net) us.

Learn more information about our [Company rules, procedures and privacy policy](http://www.floridahomesteadservices.com/human_resources.htm)

**Confidentiality and Company Non-Disclosure Agreement**

This Agreement is entered into this       day of       , 201\_ by and between Florida Homestead Services, LLC (hereinafter "Recipient") and Client(s)       (hereinafter "Discloser").

WHEREAS Discloser possesses certain personal, sensitive and confidential information and wishes to provide said information to Recipient relating to homestead exemption and related services provided by Recipient in addition to sensitive, personal and private information that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive full and complete disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of homestead exemption application, equity protection and other required services provided by Recipient;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above and in the Client-Company Agreement.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's agents/employees and required government agencies authorized to receive said information, in addition to those agencies having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;

(b) has become publicly known or is public record through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from an authorized third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly requested or released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any other personal or intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential, or in perpetuity if the information remains confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

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| **To sign below electronically, enter your last name and last 4 digits of your Social Security Number.**  DISCLOSER: Owner 1 Name:  Signature:  Date:  Owner 2 Name:  Signature:  Date: |
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| RECIPIENT: Florida Homestead Services, LLC  Signed:  Date: |