

## APPROVED ATTORNEY APPLICATION (North Carolina)

### PERSONAL

ATTORNEY'S FULL NAME: \_\_\_\_\_

LAW FIRM NAME: \_\_\_\_\_

Firm Size:  Sole Practitioner:  2-9 Attorneys  10 or More Attorneys

Firm status (Check one):  Partner  Associate  Office-sharing  Other: \_\_\_\_\_

LAW FIRM ADDRESS: \_\_\_\_\_  
Street or PO Box City Zip

TAX IDENTIFICATION NUMBER: \_\_\_\_\_ STATE BAR NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_ FAX #: \_\_\_\_\_

POSITION: \_\_\_\_\_

YEARS WITH FIRM: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_  
Street or PO Box City Zip

### EMPLOYMENT (LAST TEN YEARS / LIST CURRENT)

FROM	TO	COMPANY/POSITION/ADDRESS/TELEPHONE/CONTACT PERSON
_____	_____	_____ _____ _____ ( ) _____
_____	_____	_____ _____ _____ ( ) _____
_____	_____	_____ _____ _____ ( ) _____

### EDUCATION

LAW SCHOOL: \_\_\_\_\_ YEAR GRADUATED \_\_\_\_\_

UNDERGRADUATE SCHOOL: \_\_\_\_\_ YEAR GRADUATED \_\_\_\_\_

DESCRIBE ANY OTHER RELEVANT TRAINING, SKILLS, RESEARCH, ETC. EXAMPLE: BUSINESS SCHOOL, TITLE EXAMINATION, TITLE INSURANCE COURSES, SEMINARS, ETC.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TITLE INSURANCE/REAL ESTATE EXPERIENCE**

STATES IN WHICH YOU ARE ADMITTED TO PRACTICE

YEAR ADMITTED

STATE BAR #


YEARS OF ACTUAL REAL ESTATE EXPERIENCE: \_\_\_\_\_

IF YOU RETAIN OUTSIDE TITLE EXAMINERS, DO YOU CONFIRM THAT THEY HAVE ERRORS AND OMISSIONS INSURANCE?

YES       NO

ARE YOU NOW OR HAVE YOU EVER BEEN AN APPROVED ATTORNEY FOR ANY OTHER TITLE INSURANCE COMPANY?

YES       NO

IF YES, COMPANY NAME:

APPROX.  
NUMBER  
OF YEARS


HAVE YOU EVER BEEN CANCELLED OR REMOVED FROM THE APPROVED LIST OF A TITLE INSURANCE COMPANY?

YES       NO

IF YES, PROVIDE DETAILS OF CANCELLATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CLAIMS INCURRED WITH OTHER TITLE INSURERS FOR WORK DONE BY APPLICANT IN LAST 3 YEARS. (Indicate if none)

UNDERWRITER	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
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HAVE YOU OR HAS ANY ORGANIZATION IN WHICH YOU ARE NOW OR HAVE BEEN AN OWNER, PARTNER, PRINCIPAL SHAREHOLDER, DIRECTOR OR OFFICER EVER BEEN (i) THE SUBJECT OF A REPRIMAND, CENSURE, SUSPENSION OR OTHER ACTION BY THE NORTH CAROLINA STATE BAR; (ii) CHARGED WITH EMBEZZLEMENT, THEFT OR OTHER FELONIES; (iii) A DEFENDANT IN ANY CRIMINAL OR CIVIL PROCEEDIN INVOLVING VIOLATION OF ANY FEDERAL OR STATE LAW; (iv) THE SUBJECT OF ANY BANKRUPTCY OR INSOLVENCY PROCEEDINGS; (v) CANCELLED OR REFUSED PROFESSIONAL LIABILITY OR FIDELITY BOND COVERAGE?  YES       NO

HAS A SUIT FOR LEGAL MALPRACTICE EVER BEEN BROUGHT AGAINST YOU?  YES       NO

**IF "YES" TO ANY OF THE ABOVE, GIVE DATE(S) AND DETAILS ON A SEPARATE ATTACHED STATEMENT**

DO YOU CLOSE REAL ESTATE TRANSACTIONS?  YES       NO      AVERAGE PER MONTH CLOSED \_\_\_\_\_

THE PERCENTAGE OF MY CURRENT PRACTICE INVOLVING REAL ESTATE AND TITLE LAW IS: \_\_\_\_\_ %.

HAVE YOU BEEN CERTIFIED BY THE NORTH CAROLINA STATE BAR AS A SPECIALIST IN REAL PROPERTY LAW?

COMMERCIAL:  YES  NO

RESIDENTIAL:  YES  NO

ARE FUNDS RECEIVED FOR CLOSINGS DEPOSITED IN A SEPARATE TRUST ACCOUNT ?  YES  NO

ARE ANY OF THE SIGNATORIES ON THE TRUST ACCOUNT NON- ATTORNEYS?  YES  NO

DO YOU MAINTAIN SEPARATE ACCOUNTING FOR EACH CLOSING TRANSACTION?  YES  NO

HOW OFTEN ARE YOU RECONCILING YOUR TRUST ACCOUNT? \_\_\_\_\_

HOW OFTEN ARE YOU PERFORMING 3-WAY RECONCILIATION OF YOUR TRUST ACCOUNT? \_\_\_\_\_

**REFERENCES**

GIVE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF AT LEAST THREE (3) REFERENCES, NOT RELATIVES OR BUSINESS ASSOCIATES, PREFERABLY INCLUDING PRACTICING ATTORNEY.

NAME	ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

**INSURANCE COVERAGE**

ARE YOU COVERED BY PROFESSIONAL LIABILITY INSURANCE CARRIER?  YES  NO

PROFESSIONAL LIABILITY INSURANCE CARRIER: \_\_\_\_\_

AMT OF COVERAGE: \$ \_\_\_\_\_ DATE OF EXPIRATION: \_\_\_\_\_

DEDUCTIBLE: \$ \_\_\_\_\_ POLICY NO: \_\_\_\_\_

**SUBMIT A COPY OF THE DECLARATIONS PAGE OF  
YOUR PROFESSIONAL LIABILITY INSURANCE POLICY WITH THIS APPLICATION**

ARE YOU COVERED BY FIDELITY BOND OR ERRORS & OMISSIONS COVERAGE?  YES  NO

CARRIER: \_\_\_\_\_

AMT OF COVERAGE: \$ \_\_\_\_\_ DATE OF EXPIRATION: \_\_\_\_\_

DEDUCTIBLE: \$ \_\_\_\_\_ POLICY NO: \_\_\_\_\_

**SUBMIT A COPY OF THE DECLARATIONS PAGE OF  
YOUR FIDELITY BOND OR ERRORS & OMISSIONS POLICY WITH THIS APPLICATION**

**Complete the Following**

1. In connection with the referenced attorney's application for potential appointment as an approved attorney for Chicago Title Insurance Company, Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Company (collectively the "Company"), I understand that a "consumer credit report" and/or an "investigative consumer report" may be requested that will include information as to my character, work habits, performance, and experience. I understand that as directed by Company policy, you may be requesting information from public and private sources about my court records, education, credentials, credit, and references.
2. I acknowledge that I have the right to request, in writing, within a reasonable time, that the Company make a complete and accurate disclosure of the nature and scope of the information requested. Such disclosure will be made to me within 5 days of the date on which the Company receives said request or within 5 days of the time the report was first requested.
3. I acknowledge that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original.
4. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by the Company or its agent, to furnish the information described in Section I.

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes. I hereby release the employer and agents and all persons, agencies, and entities providing information or reports about me from any and all liability arising out of the requests for or release of any of the above mentioned information or reports.

\_\_\_\_\_  
Please print your full name

\_\_\_\_\_  
Please print other names you have used

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Social Security Number Date of Birth

\_\_\_\_\_  
Driver's License Number State Issuing License

\_\_\_\_\_  
Name as it appears on license

\_\_\_\_\_  
Signature Today's Date

**A copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" is being provided to the applicant on the next page.**

**THIS PAGE CONTAINS SENSITIVE INFORMATION.**  
**KEEP ONLY IN SECURE FILES.**

Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, DC 20580.

**A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA.

**For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, DC 20580.**

• **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address and phone number of the agency that provided the information.

• **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- A person has taken adverse action against you because of information in your credit report;
- You are the victim of identify theft and place a fraud alert in your file;
- Your file contains inaccurate information as a result of fraud;
- You are on public assistance;
- You are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

• **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

• **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.

• **Consumer reporting agencies must correct or delete inaccurate, incomplete or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

• **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

• **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

• **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

• **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

• **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

• **Identify theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	<b>Federal Trade Commission: Consumer Response Center - FCRA</b> Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	<b>Office of the Comptroller of the Currency</b> Compliance Management Mail Stop 6-6 Washington, DC 20219 1-800-613-6743
Federal Reserve System member banks (except national banks and federal branches/agencies of foreign banks)	<b>Federal Reserve Board Division of Consumer &amp; Community Affairs</b> Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	<b>Office of Thrift Supervision</b> Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	<b>National Credit Union Administration</b> 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	<b>Federal Deposit Insurance Corporation</b> Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	<b>Department of Transportation</b> Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act of 1921	<b>Department of Agriculture</b> Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

## PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY BEFORE SIGNING.

In recognition and consideration of the benefits to me as an Approved Attorney and the obligations which Chicago Title Insurance Corporation, (the "Company") will assume in reliance upon my professional services, I hereby agree that if I am appointed as an Approved Attorney, the following conditions and stipulations shall apply:

1. **No Attorney Client Privilege**

My obligations as an approved attorney hereunder do *not* create an attorney-client relationship with the Company.

2. **Approved Attorney - Definition and Scope**

I also understand that I am not the Company's agent for any purpose and will not represent myself as such. However, I may represent myself orally and in writing to other persons as an Approved Attorney of the Company, and the Company may represent to other persons that I am an Approved Attorney.

3. **Examination of Records**

I agree that at any reasonable time or times the Company may examine and copy my files, books, accounts and other records related to liabilities of the Company and professional services provided by me as an Approved Attorney for the Company, PROVIDED such examinations shall be in compliance with the rules of the North Carolina State Bar and authorized by my clients whose information is disclosed by such examinations. In the event of a claim, the authority to examine my files, books, accounts and other records shall continue after termination of my status as an Approved Attorney. I agree to provide evidence of three-way reconciliation of accounts containing funds collected in connection with transactions in which the Company's title insurance is involved. I also agree that the Company may make inquiries into my personal and employment history, as well as any matters related thereto. I authorize employers, schools, firms, or persons to release information in response to such pre-and/or post-association inquiries, and I hereby release same from liability in responding to such inquiries.

4. **Maintenance of Professional Liability Policy**

I agree to maintain my Professional Liability Policy at a level of coverage not less than the amount shown on the attached insurance declaration so long as I am an Approved Attorney for the Company, and I will notify the Company in the event such insurance is cancelled or I no longer maintain it. I agree to provide the Company with a copy of the Declarations page of said Policy, if requested.

My liability to the Company for any loss, cost or damage which the Company may sustain arising out of the performance of my professional services, shall be based upon the standards of professional conduct and service of attorneys in my community without regard to whether or not my Professional Liability Policy provides such coverage.

In addition, I agree to indemnify the Company against any and all loss, cost or damage which the Company may sustain on account of the following acts or failure to act by me or by any employee of mine: (a) fraud, (b) negligence, (c) willful disregard of the Company's rules and instructions, or (d) loss or misapplication of client's funds entrusted to me.

5. **Duties of Approved Attorney**

I agree that I will:

- A. Provide the title search and opinions in compliance with the standards of practice of a North Carolina licensed attorney competent to handle real estate transactions
- B. Comply with the Good Funds Settlement Act and applicable ethical and professional requirements of the NC General Statutes and the NC State Bar in providing title certification and closing services to clients. Satisfy all requirements set forth on the title insurance commitment and the updates in a timely, prudent and ethical manner with due regard to recognized professional standards of practice.
- C. Follow closing instructions for the transaction provided by the lender and/or client to be insured.
- D. Collect at closing and remit 100% of the title insurance premium.
- E. Promptly record the closing documents, and within thirty (30) days of closing the transaction, provide to the Company the final title opinion, the necessary documents to evidence satisfaction of the commitment requirements including the recording of documents, and remit the premium for the policies to be issued by the Company.
- F. Promptly deliver the title insurance policies from the Company to the insured(s) or provide the contact information for the Company to forward same to the insureds when issued.
- G. Notify the Company immediately upon receipt of notice of:
  - (1) any claim or potential claim or threat of litigation regarding professional services rendered in a real estate matter for which the Company provided any type of coverage,
  - (2) my suspension or removal from the list of licensed attorneys with the North Carolina State Bar,
  - (3) my removal from the approved list of any title insurance company operating in North Carolina, for cause.
  - (4) On any matter proposed to be insured, fully disclose to the Company all matters of which I may have knowledge, whether recorded or unrecorded, which may affect the title to the premises or the validity, enforceability or priority of the transaction and the related documents. If because of the attorney-client relationship or for any other reason I cannot fully disclose all relevant matters, I will withdraw my opinion and will not seek any coverage from

the Company. I acknowledge and understand that any matter not so disclosed may be the basis for elimination or denial of coverage to my client as well as a violation of my obligations hereunder.

- H. Be responsible for maintaining the privacy and security of my Username and Password on any electronic system and any signature stamp of my signature used to produce and transmit title opinions or correspondence to the Company or its agents or affiliates, that I will assure that no unauthorized use is made of same, that any order placed using same shall be authorized by me and under my direct supervision.
- I. Be fully responsible for any order placed using my Username and Password or my signature stamp or by facsimile or electronic transmission from my staff or apparent representatives (with or without my signature) as if under my original inked signature. Company, its agents or affiliates, may rely on same in accepting any orders and producing closing protection letters, commitments, policies, endorsements, and requested correspondence or assurances regarding any matter.

**6. Claims**

If a claim is made to me, if I receive notice of a potential claim or if I receive notice of litigation which may result in a claim arising out of professional services provided by me or title insurance or closing protection services provided by the Company, I agree to give prompt written notice to the Company within three (3) business days from the date I receive the claims, potential claims, or notice of claim or litigation and will lend all reasonable assistance, without charge to the Company, in investigating or contesting such claims, if due in part or whole to an erroneous action or representation by me.

**7. Termination**

My status as an Approved Attorney may be terminated by either of us upon written notice, but such termination shall not affect any obligation or liability incurred by me as your Approved Attorney. Notice to me may be given at the address on my application or the latest address supplied by me to you. I further understand that if I should be considered as an Approved Attorney, any false, misleading, or omitted information in my application, resume, or on this form, may disqualify me from approval. Also, in the event of approval, I understand that false, misleading, or omitted information in my application, resume or on this form may result in the immediate termination of said approval.

**8. Non-waiver of Rights**

The failure of the Company to enforce strictly the performance by the Approved Attorney of any provision of this Agreement or to exercise any rights or remedy following from the Approved Attorney's breach of any condition or the acceptance by the Company of any payment, remittance, or other performance during the Approved Attorney's failure to perform or during the Approved Attorney's breach shall not be a waiver by the Company of its rights under this Agreement and shall not be construed to be an amendment or modification of this Agreement.

**9. Renewal of Agreement**

I understand that the title insurer may request verification of my renewal of my professional liability policy each year. This agreement shall continue in force and effect with regard to any title opinion submitted or closing handled by me for which Company is providing title insurance or closing protection coverage based on my being (or having been) an Approved Attorney of the Company.

By signing this application, I the undersigned applicant hereby certify that the information stated herein by me is true, correct, and complete. I hereby authorize the Company to investigate and to obtain information pertaining to any matter contained herein from any references and public records. I hereby authorize the release of such information to the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

**APPROVAL OF APPLICATION:**

OFFICE: \_\_\_\_\_

STATE MGR APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_