

Chicago Title • Security Union Title
Update on Appointment as Approved Attorney

*(Please complete this application in as much detail as possible in order to assist us
in maintaining our referral and mailing lists.)*

1) Identification:

Name: _____

Firm Name: _____ Year joined: _____

Firm Size: Sole Practitioner: _____ 2-9 Attorneys: _____ 10 or more Attorneys: _____

Firm status (circle): Partner Associate Office-sharing Other: _____

Business Address: _____
Street City Zip

_____ PO Box City Zip

Home Address: _____
Street or PO Box City Zip

Business Phone: _____ Business Fax: _____

County: _____ Email: _____

Birth Date: _____

2) Insurance Coverage: *(Please circle response and attach brief explanation as necessary)*

a) Are you covered by Professional Liability Insurance Coverage? YES NO

*****ATTACH DECLARATIONS PAGE OF POLICY*****
**And verification from insurer (endorsement, correspondence, etc.)
of your coverage if not reflected on the Declarations Page**

b) Fidelity Bond in addition to professional liability or E&O policy. YES NO

The details of my bond are as follows:

Issued by: _____

Policy No.: _____ Amount: \$ _____

Expiration Date: _____ Deductible: \$ _____

3) Legal Standing:

a) State (s) in which I am admitted to practice: Year Admitted: State Bar #

_____ North Carolina _____

_____ _____

4) Current Practice: *(Please circle response and provide a brief explanation in the space provided
or on a separate sheet, as necessary)*

- a) The percentage of my current practice involving real estate and title law is: _____ %.
- b) Other Title Insurance Companies for which I am now an Approved Attorney:

- c) Have you ever been removed from the Approved List of a title company? YES NO

- d) Any Claims? YES NO

- e) Has a disciplinary action ever been brought against you by the North Carolina State Bar or any other legal disciplinary authority? YES NO

- f) Has a suit for legal malpractice ever been brought against you? YES NO

5) Acknowledgment:

In consideration of application for and upon appointment as an Approved Attorney with the Company, if so appointed, issuance by Company of Closing Protection Letters / Coverage, title insurance commitments and policies, I, the undersigned, hereby agree as follows:

- a) My obligations as an approved attorney hereunder do *not* create an attorney-client relationship with the Company.
- b) On any matter proposed to be insured, I will 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.
- c) Any false, misleading or omitted information in my application, resume, interview(s) and/or specifically on this form, may disqualify me from our existing association and may result in the immediate terminating of said association without notice.
- d) The Company may request an update of the information provided in this form.
- e) The Company may review, amend or revoke my status as an Approved Attorney at any time, in its sole discretion, with or without cause; but such termination shall not affect any obligation or liability incurred by me as an Approved Attorney.
- f) I will maintain malpractice insurance coverage, in an amount and coverage type revealed in response to paragraph 2 (a), at a minimum, without any gaps in coverage.
- g) I will comply with closing instruction from clients, including lenders, and will conduct my practice with regard to real estate and trust accounting in compliance with the requirements of the Company, the North Carolina State Bar and the standards of conduct and practice of attorneys providing real estate services in the State of North Carolina, including but not limited to the standards regarding:
- (1) Client representation at closing,
 - (2) Title certification,
 - (3) Direct supervision of non-attorneys,
 - (4) Maintaining separate trust account reconciled on a quarterly or more frequent basis; and
 - (5) Disbursement of client funds only in compliance with applicable law and regulation.
- h) I agree to indemnify the Company against any and all loss, cost or damage which the Company may sustain on account of acts or failure to act by me or by any employee of mine including, but not limited to: (a) fraud or dishonesty, (b) negligence, (c) willful disregard of the Company's rules and instructions, or (d) loss or misapplication of client's funds entrusted to me.
- i) In the event of an actual or potential insured closing or title claim, the Company may examine and copy my files, books and accounts or other records related to the actual or potential claim. This obligation survives

- termination of my status as an Approved Attorney.
- j) I will notify 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.
 - k) I will provide all reasonable assistance to Company in responding to questions regarding coverage, investigating or contesting potential or actual claims, or addressing inquiries by insureds or potential insureds regarding matters in which Company may have liability.
 - l) Failure of the Company to enforce strict compliance herewith at any time(s), shall not be construed as a waiver, modification or amendment of this Application.

By executing this agreement, I understand and hereby agree that I will 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 Chicago Title Insurance 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 specifically agree that I will 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. Chicago Title, 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.

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.

Dated this _____ of _____, _____.

 Attorney Signature (Seal)

Action Taken (Underwriter Use Only)

Local Office Name: _____

Local Office Manager Recommending: _____ Date: _____
 Signature

* * * *

Approved Classification: _____

Disapproved: _____

By: _____