



## NORTH CAROLINA APPROVED ATTORNEY APPLICATION

### APPLICANT INFORMATION

**Date of Application:**

First Name

Middle Name

Last Name

Telephone

Ext

Direct Dial

Fax

Email Address

Firm Name

Street Address

City

State

Zip

County

Mailing Address (if different than Business Address)

PO Box / Street

City

State

Zip

### EXPERIENCE & PROFESSIONAL HISTORY

Years of real estate experience:

Number of searches personally performed:

Number of closings personally performed:

Number of closing performed in last 12 months:

Please provide information about any previous real-estate related job experience:

Firm / Company

Position / Role

Location

Dates from-to (yyyy)

Firm / Company

Position / Role

Location

Dates from-to (yyyy)

List at least three practicing lawyers having a personal knowledge of your work product and experience in real estate law:

NAME

CITY

STATE

TELEPHONE

Please indicate the title underwriters for which you currently serve as an approved attorney:

Have you ever been removed (involuntarily or otherwise) from any underwriter's approved list?

Have you ever been removed (involuntarily or otherwise) from a lender's approved provider list?

Has a disciplinary action ever been brought against you by the North Carolina Bar or any other legal disciplinary authority?

Has any title opinion rendered by you resulted in a direct claim against you, your E&O carrier, or a title insurance policy issued based on that title opinion?

Has a suit for legal malpractice ever been brought against you?

***If you answered YES to any above questions, please detail on a separate sheet***

**EDUCATION & STATE BAR INFORMATION**

State the name of each college, university or law school attended, time spent at each, and if granted, degree received

Name of Institution	Years From -To (yyyy)	Degree Earned
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Year Admitted	State Bar	State Bar Number
Year Admitted	State Bar	State Bar Number
Year Admitted	State Bar	State Bar Number

Number of real estate related CLE hours received in the last 3 years:

Are you certified by the NC Bar as as specialist in Real Property Law? If yes

**INSURANCE & LIABILITY INFORMATION**

Errors and Ommissions Carrier:

***Important Note: ITIC requires minimum liability coverage of \$500k per claim and \$500k in aggregate  
Please attach copy of E&O Declarations Page***

Have you ever been canceled or denied for professional liability insurance?

Please indicate which of the following additional coverages you carry, if any (either by endorsement or separate policy)

Fidelity Bond	Surety Bond	Cyber Liability	Cyber Crime
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***Please attach copy of each endorsement and / or policy***

**PRACTICE INFORMATION**

Please tell us what percentage of your practice is real estate

Firm Size

Do you or an employee of your firm perform all title searches?

If no, or if you also use the services a third party, please provide names

Name / Entity	Telephone
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Name / Entity	Telephone
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Who reviews title searches?

Who reviews title commitments?

What closing software does your office currently use?

Do you consider your firm to be ALTA Best Practice Compliant?

Have you completed an ALTA Best Practice Self Assessment?

**ALTERNATE CONTACTS**

First Name	Last Name	Email	Position
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First Name	Last Name	Email	Position
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First Name	Last Name	Email	Position
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First Name	Last Name	Email	Position
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**TRUST ACCOUNT INFORMATION**

Do you have a dedicated real estate trust account?

If yes, how trust many accounts do you have?

How often are all accounts referenced above reconciled?

How often are receipts and disbursements reconciled?

What type of reconciliation is performed?

Last date trust account was reconciled (mm/yyyy)?

Do you use the services of a third party to reconcile trust account(s)?

If yes, please name third party

If no, who completes reconciliations?

Are reconciliations reviewed by an attorney(s)?

Have any of the accounts had checks returned for insufficient funds in the last 12 months?

***If yes, please explain on separate sheet***

When was your firm's last audit by the North Carolina Bar (mm/yyyy)?

Was follow-up required?

***If yes, please explain in detail on a separate sheet***

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**PLEASE COMPLETE THE FOLLOWING**

1. In connection with the referenced attorney's application for appointment as an approved attorney for Investors Title Insurance Company (the "Company), I understand that a "consumer credit report" and/or an "investigative consumer report" may be requested. I understand that 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 1.

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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.

Full Name of Attorney Applicant

Please print other names you have used

Home Address

House and Street	Unit / Apt	City	State	Zip Code
Social Security Number		Date of Birth		
Drivers License Number	Issuing State			
Name Shown on License				

Send completed and signed form by fax to: 919-968-0728 or by encrypted email to: [ncproviders@invtitle.com](mailto:ncproviders@invtitle.com)

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

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, D.C. 20580.

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, D.C. 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 identity 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 1-888-5-OPTOUT (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.

**• Identity 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	Federal Trade Commission: Consumer Response Center - FCRA 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)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: <a href="http://www.federalreserveconsumerhelp.gov">www.federalreserveconsumerhelp.gov</a> Email Address: <a href="mailto:ConsumerHelp@FederalReserve.gov">ConsumerHelp@FederalReserve.gov</a>
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation 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	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

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**CERTIFICATION**

In consideration of my appointment as an approved attorney for Investors Title Insurance Company, the undersigned agrees as follows:

**Approved Attorney – Definition and Scope**

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I understand that my appointment as an approved attorney does not begin until I receive written approval from the Company. The appointment as an approved attorney and the issuance of any Insured Closing Protection Letters based on the appointment does not constitute the applicant as an agent of Investors Title Insurance Company for any purpose. Such appointment is for the sole purpose of qualifying the applicant to submit opinions on title to the Company pursuant to NCGS 58-26-1.

**Maintenance of Professional Liability Policy**

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I agree to maintain my Professional Liability Policy in an amount of coverage not less than the amount shown on the attached declaration page 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 changed. I provide the Company with a copy of the renewal Declarations page of said Policy.

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 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 or agent 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.

**Duties of Approved Attorney**

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I agree that I will:

1. Conduct the title searches and real estate closings and provide opinions in accordance with the standards of practice of a North Carolina licensed attorney competent to handle real estate transactions.
2. 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.
3. 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.
4. Notify the Company immediately upon receipt of notice of:
  - A. any disciplinary action filed against me with the North Carolina State Bar
  - B. my removal for cause from the approved list of any title insurance company operating in North Carolina.

**Claims**

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1. If I receive notice of a potential claim or litigation which may result in a claim under a title insurance policy issued or closing protection provided by the Company, I agree to give prompt written notice to the Company. I agree to render all possible assistance in investigating and resolving any claim received by the Company.
  2. I agree that at any reasonable time or times (including after termination of my status as an approved attorney) the Company may examine and copy my files, 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. Upon request, I agree to provide evidence of reconciliation of accounts containing funds collected in connection with transactions in which the Company's title insurance is involved.

**Termination**

My status as an Approved Attorney may be terminated at any time without cause, but such termination shall not affect any obligation or liability incurred by me as your Approved Attorney. I further understand that failure to comply with the conditions stated in this application may result in the immediate termination of approved attorney status without notice.

**Non-Waiver of Rights**

Failure of the Company to enforce strict compliance of the performance by the Approved Attorney of any provision of this Agreement or to exercise any rights or remedies 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 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.

By signing this application, the undersigned applicant hereby certifies that the information provided is true, correct, and complete. I authorize the Company to investigate and 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.

**Attorney Acknowledgement**

Signature

By:

Dated

**Firm Acknowledgment**

By:

Signature

Dated

**Please print, sign, and attach a copy of of the following:**  
E&O Declarations Page  
Declarations Page(s) for any additional coverages you hold  
Any additional sheets providing details or explanations

**Send to Investors Title**  
by fax to: 919-968-0728 or,  
by *encrypted email* to [ncproviders@invtitle.com](mailto:ncproviders@invtitle.com)