



Application for Appointment as Approved Attorney

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

1) Identification:

Name: _____.

Firm Name: _____ Relationship to Firm: _____.

Business Address: _____.

Home Address: _____.

Business Phone: _____ Home Phone: _____.

Fax: _____ E-mail: _____.

Social Security No.: _____ State/Bar No.: _____.

Driver's License No.: _____ State: _____.

Date of Birth: _____.

1) Employment Record:

<u>Employer/Firm</u>	<u>Relationship/Position</u>	<u>Dates From - To</u>
_____	_____	_____.
_____	_____	_____.
_____	_____	_____.

1) Legal Standing:

a)	States in which I am admitted to practice:	Year Admitted:
	_____	_____.
	_____	_____.
	_____	_____.

a)	Federal Court(s) before which I am admitted to practice:	Year Admitted:
	_____	_____.
	_____	_____.
	_____	_____.

1) Current Practice:

- a) _____ The number of years I have actively practiced law.
- b) _____% The percentage of my time spent practicing law.
_____% The percentage of my practice involving real estate and title law.
_____% The percentage of my practice involving the examination (and searching) of Real Estate Titles.
- c) In my Real Estate and Title Law Practice, I regularly do the following:
_____ Draw Deeds and Mortgages
_____ Examine Real Estate Title from the Public Record
_____ Examine Abstracts of Title
_____ Close Real Estate Transactions
- d) _____ Approximate number of Titles I examine annually
_____ Approximate number of Transactions I close annually
- e) Other Title Insurance Companies for which I am now an Approved Attorney

- f) My status as an Approved Attorney Has/Has Never [circle one] been cancelled by a Title Insurer. [Provide details of any cancellation] _____

- g) Any Claims? ___ Yes ___ No If yes, what type? ___ Malpractice ___ Title
___ Closing

5) Insurance Coverage:

- 1) I Do/Do Not [circle one] carry and Attorney's Professional Liability Policy/Attorney's Professional Liability Policy with E&O Coverage/E&O Policy [circle type of policy if carried]
- 2) The details of my policy are as follows [attach copy of declarations page]:
Issued By: _____
Policy No.: _____ Amount: \$ _____
Expiration Date: _____ Deductible: \$ _____
- 3) I Do/Do Not [circle one] currently carry a fidelity bond in addition to an attorney's professional liability policy or E&O policy.
- The details of my bond are as follows:
Issued By: _____
Policy No.: _____ Amount: \$ _____
Expiration Date: _____ Deductible: \$ _____

6) Other Employment and Ownership Interests:
In addition to practicing law, I have an ownership interest in, or am employed by:

() Abstracting Company: _____
___ ownership ___ employed

() Title Insurance Agency: _____
___ ownership ___ employed

() Real Estate Sales: _____
___ ownership ___ employed

() Real Estate Mortgage Lender: _____
___ ownership ___ employed

() Building or Construction Company: _____
___ ownership ___ employed

() Real Estate Developer: _____
___ ownership ___ employed

7) Clients:

1) I Do/Do Not [circle one] have any client(s) that are real estate developers, brokers, mortgage bankers, or that are affiliated with any of these types of companies. If yes, such clients include:

2) I regularly examine title or close real estate transactions for the following clients (or others):

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

You May/May Not [circle one] contact these clients for references.

8) References:

You may contact the following persons or firms for references:

Name/Contact	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

9) Have you ever declared bankruptcy? Yes___ No___ If yes, Voluntary___ Involuntary
 Filed in which U.S. District Court_____.
 When_____.

10) Are you currently or have you ever been a plaintiff or defendant in any legal action?
 Yes___ No___ If yes, in what jurisdiction?_____
 Case #:_____ Type of Action:_____.

11) Are there any outstanding judgments or liens against you? Yes___ No___ If yes, where
 recorded?_____ Amount: \$_____
 Explanation:_____.

12) Have you ever been convicted of a felony? Yes___ No___ If yes, when?
 Where? (city/state)_____ Convicted of?_____.

13) Have you ever been denied a bond or business insurance? Yes___ No
 If yes, when?_____ Where? (city/state)_____
 By what bonding/insurance agency?_____
 Reason denied:_____.

14) Have you ever received a reprimand by any state bar association? Yes___ No
 If yes, which state?_____ Date of reprimand:_____.

15) Background and Credit Check Authorization

All applicants must sign the Acknowledgment and Authorization on p. FCRA-2

16) I UNDERSTAND that false, misleading, or omitted information in my application, resume, interview, and/or specifically on this form, may disqualify me from our existing association. Also, I UNDERSTAND that false, misleading, or omitted information in my application,

resume, interview and/or on this form may result in the immediate termination of said association without notice.

I UNDERSTAND the above and certify that the information stated herein by me is true, correct and complete.

DATED THIS _____ DAY OF _____ 20_____.

Attorney Signature

* * * *

Action Taken (Underwriter Use Only)

Date: _____.
Approved Classification: _____.
Disapproved: _____.
By: _____.

RESPONSIBILITIES AND OBLIGATIONS OF AN APPROVED ATTORNEY
OF
Chicago Title Insurance Co.
HEREINAFTER REFERRED TO AS THE COMPANY

In recognition and consideration of the mutual benefits to me and the Company, and the obligations which the Company will assume in reliance upon my professional service, I hereby agree that if I am appointed as an Approved Attorney, the following conditions and stipulations shall apply:

1. **Attorney-Client Relationship**

My relationship with the Company shall be that of attorney and client in all matters of transactions in which I render my attorney's opinion or advice, or provide other professional services directly to or for the benefit of the Company in the operation of its business of insuring real estate titles and closing real estate transactions, regardless of whether the request for such services was made directly by the Company or by some other person or party.

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

I understand that my designation as an Approved Attorney of the Company indicates that I have met or exceeded the standards of the Company for integrity, diligence and professional competence. As an Approved Attorney, my opinions of title are acceptable to the Company as a basis for the issuance of its title insurance policies. In addition, within the limits set forth in paragraph 8, my services as a closing attorney for real estate transactions are acceptable to the Company when a title insurance policy of the Company is to be issued.

3. **Conflict of Interest**

I will promptly notify the Company in writing of any conflict of interest which arises out of my obligations to the Company and other clients, and will not continue, thereafter, to represent or act on behalf of the Company as to such matters without prior written approval of the Company.

4. **Compensation**

The Company shall not be responsible to me for the payment or collection of my fees, expenses or other charges unless the same are specifically authorized and agreed upon by the Company.

5. **Separate Accounts**

I will keep safely in accounts separate from my (or my firm's) personal or operating accounts, all funds received by me from any source in connection with transactions in which the Company's title insurance is involved, including funds for indemnity deposits and customer funds for escrow or closing and to disburse said funds only for which the same were deposited with me (or my firm), and reconcile all such accounts not less than monthly.

6. **Transaction Files**

I will prepare, maintain and preserve a file related to the liabilities of the Company for each title opinion and settlement or escrow service as an Approved Attorney for the Company. Such file shall include all supporting documents and information necessary for the services rendered, including, but not limited to title searches, surveys, affidavits, settlement or escrow instructions, lien pay-off or assumption statements and settlement statements.

7. **Examination of Records**

I agree that at any reasonable time or times the Company may examine my files, books and accounts and other records related to liabilities of the Company and professional services provided by me as an Approved Attorney for the Company. Such right of examination may continue to be exercised after termination of my status as an Approved Attorney in the event of a claim. 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 all liability in responding to such inquiries.

8. **Limitation of Authority**

I agree that I shall not, without approval of the Company:

- A. Provide settlement services in connection with real estate transactions in excess of \$500,000.00.
- B. Accept settlement instructions which will expose the Company to a risk which the Company has by rules determined to be an extraordinary or extra-hazardous risk.
- C. Close a real estate transaction which I know to be based upon a disputed title or a dispute between the parties to a settlement or escrow.
- D. Adjust any claim for loss for which the Company may become liable.
- E. Accept service of process on the Company.

- F. Incur bills or debts chargeable to the Company.
- G. Provide services for the periodic disbursement of equity or construction loan funds for the payment of construction costs.
- H. Alter any forms furnished by the Company.

9. **Maintenance of Lawyer's Liability Policy and Fidelity Bond**

I agree that I shall maintain my Lawyer's Liability Policy and Fidelity Bond at the present or higher level of coverage as set forth in my application so long as I am an Approved Attorney for the Company and will notify the Company in the event such insurance is canceled or I no longer maintain it. I agree to maintain my Lawyer's Liability Policy at a level of coverage not less than the amount in Paragraph 8A, hereof, as now shown or as later amended.

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 Lawyer's Liability Policy or Fidelity Bond 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 on my part or any employee of mine:

(a) fraud, (b) gross negligence, (c) wilful disregard of the Company's rules and instructions, and (d) loss or misapplication of customer's funds entrusted to me.

10. **Duties of the Company**

The Company shall:

- A. Furnish guidance in providing professional services as an Approved Attorney.
- B. Determine promptly all risk assumption questions submitted by me.

11. **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 for you, I agree to give prompt written notice to the Company within 3 business days from the date I receive the claims, potential claims or notice of claim or litigation and shall lend all reasonable assistance, without charge to the Company, in investigating or contesting such claims.

12. **Termination**

My status as an Approved Attorney may be terminated by either if 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.

13. **Other Agreements Void**

I understand and agree that this Agreement sets forth all the promises, agreements, conditions and understandings between me and the Company and that there are no promises, agreements, conditions or understandings, either oral or written, between us other than as are herein set forth.

14. **Nonwaiver 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 payments, 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.

15. **Renewal of Contract**

I understand that the terms of this Agreement will expire on the third anniversary of the execution date stated below and at that time the Company shall review my compliance with this Agreement before renewing my status as an Approved Attorney. This Agreement shall automatically renew at each expiration date unless either party give written notice of his election not to extend this Agreement at least 90 days prior to the end of said original term or any additional term.

DATED THIS _____ DAY OF _____, 20

Attorney Signature

Fair Credit Reporting Act Information

The following pages contain information about the Fair Credit Reporting Act and its requirements concerning “consumer reports” [credit reports] or “investigative consumer reports” [background checks] on individuals involved in an application for approved attorney status.

Procedures for Each Individual to Follow

1. Review pp. FCRA - 1-4. These pages include:
 - **Notice Regarding Applicant Background Investigation (p. FCRA-1)**
Read this Notice before signing the Applicant Acknowledgment and Authorization. The Notice describes the kind of reports and information the Company may seek concerning an individual. The Notice also provides a partial explanation of each individual’s rights under the FCRA. For example, at points (1), (2), and (3), the Notice lists information the individual can require the Company to provide concerning the investigative process. A more complete explanation is provided in the Summary of Your Rights Under the Fair Credit Reporting Act.
 - **Applicant Acknowledgment and Authorization (p. FCRA-2)**
This form must be signed by the individual.
 - **Summary of Your Rights Under the Fair Credit Reporting Act (pp. FCRA - 3-4)**
The Summary briefly describes the individual’s rights under the Act and provides a list of federal agencies to contact for further information.
2. Sign the Applicant Acknowledgment and Authorization on p. FCRA- 2 and return the original signed form to the person coordinating the application process for the applicant.

NOTICE REGARDING APPLICANT BACKGROUND INVESTIGATIONS

IMPORTANT-PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT

You have applied for appointment as an approved attorney with Chicago Title Insurance Company (the Company). In evaluating your application, the Company may, upon execution of this authorization, investigate the information contained in your application and other relevant background information to determine whether you are a suitable candidate for such appointment since the Company believes that it has a legitimate business need for such information in connection with a business transaction initiated by yourself. Thus, you may be the subject of a "consumer report" or "investigative consumer report" (which may also include public record searches of you criminal, civil, or educational history, as well as other related matters) requested by the Company from an outside agency.

A "consumer report" may contain information obtained from an outside agency on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and mode of living which will be used to establish your eligibility for appointment. An "investigative consumer report" may contain information about your character, general reputation, personal characteristics, and mode of living and is obtained through personal interviews with neighbors, friend, associates, acquaintances, or others who may have knowledge concerning any such items of information.

If you authorize a "consumer report/investigative consumer report," you have certain rights which are explained in the attached "A Summary of Your Rights Under the Fair Credit Reporting Act." Should you decline to authorize a background investigation, your application will be deemed withdrawn.

You have the right, upon written request made within a reasonable time after receipt of this notice, to obtain information from the Company:

- (1) As to whether an "investigative consumer report" has been requested;
- (2) If an "investigative consumer report" has been requested, written disclosure of the nature and scope of the investigation requested, and;
- (3) The name and address of the outside agency to whom requests for any of these reports has been made.

In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your potential appointment, before making the adverse decision, we will provide you with a copy of the "consumer report" and a description in writing of your rights under the Fair Credit Reporting Act.

ACKNOWLEDGEMENT AND AUTHORIZATION FOR
AGENTS OR APPROVED ATTORNEYS

I acknowledge receipt of the NOTICE REGARDING APPLICANT BACKGROUND INVESTIGATION and the SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of these forms.

I authorize Chicago Title Insurance Company ("the Company") to obtain a "consumer report" and/or "investigative consumer report" or other background information used in connection with consideration of my application for appointment as an approved attorney or at any time in the future in connection with the review of my status as an approved attorney. I release the Company and its partners, stockholders, officers, directors, agents, employees and affiliates from any and all liability for damages of whatever kind which may arise from or relate to any "consumer report" and/or "investigative consumer report" or other background information requested, obtained or used by the Company in connection with my application for such appointment or in connection with any future review of my status as an approved attorney.

DATED THIS ____ DAY OF _____, 20_____.

Printed Name:_____.

Social Security Number:_____.

Attorney Signature

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "Consumer Reporting Agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you--such as if you pay your bills on time and or have filed bankruptcy-- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- C You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you--such as denying an application for credit, insurance, or employment--must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- C You can find out what is in you file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud.. Otherwise, a CRA may charge you up to eight dollars.
- C You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs--to which it has provided the data--of any error.) The CRA must give you a written report of the investigation, and a copy of your report is the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- C Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- C You can dispute inaccurate items with the source of the information. If you tell anyone--such as a creditor who reports to a CRA--that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- C Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- C Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA--usually to consider an application with a creditor, insurer, employer, landlord, or other business.

- C **Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.**

- C **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.**
Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

- C **You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue then in state or federal court.**

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center-FCRA Washington, DC 20580 * 202-326-3761
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 Board Division of Consumer & Community Affairs 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)	Office of Thrift Supervision Consumer Programs 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 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20590 * 800-934-FDIC
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