



FIRST AMERICAN

TITLE VENDOR
ENGAGEMENT
PACKAGE



*First American
Title Insurance Company*

NATIONAL PRODUCTION SERVICES

With experience dating back to 1889, First American has evolved from a one-county abstract company into a global provider of title insurance and settlement services. For more than a century, First American has focused on serving its customers with the most efficient, personalized services and products. Today, First American remains committed to providing customers with innovative solutions.

Thank you for your interest in applying to become a vendor of First American Title Insurance Company (“First American”). As part of the application process required for compliance with our lender requirements and federal guidelines, we are requesting that you complete the attachments and return along with any necessary documentation to Vendor Management. Please note that incomplete or partial packages, including those missing the required supporting documentation, will not be accepted for review. Once accepted into our vendor network, you may be required to re-certify the accuracy of the information set forth in the enclosed documents on a periodic basis, at the sole discretion of First American.

A representative will be contacting you once your application has been processed to provide you with additional information. We look forward to a mutually successful relationship.

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General Information

Date: _____

Contact and Company Information:

Provider Type: Individual Company Attorney Agent

Company Name: _____ Contact Name: _____

Principal/Officer Name: _____ Phone Number: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Primary Phone Number: _____ Secondary Phone Number: _____

Primary Email Address: _____ Secondary Email Address: _____

Fax Number: _____ Preferred Order Delivery Method: Email _____ Fax _____

Do you subcontract in any of the counties in which you provide service? Yes No

If yes, please provide the type of services and indicate which counties you subcontract (attach a separate sheet if necessary): _____

Do you utilize an attorney, as required, to complete your work products? Yes No

If yes, please provide the name and bar number of attorney(s) (attach a separate sheet if necessary):

Name: _____ BAR Number: _____

Payment address (if different from business address): _____

Are you interested in receiving payments electronically? Yes No

Errors and Omissions (E&O) Information:

Policy Number: _____ Expiration Date: _____

Per Claim Limit: _____ Aggregate Limit: _____

Please include a copy of current E&O Policy Declaration Page.



Licenses and Certifications:

License/Commission/Certification Number: _____ State: _____

Designation (e.g. Licensed, Certified): _____ Expiration Date: _____

Surety Bond (if required by state): _____

Please include copies of all applicable licenses, certifications and bonds.

Claim Record:

Have you received any notice claims within the last 12-month period as a result of your searching activity?

If yes, please provide details relevant to all claims: _____

_____**Resume and Experience:**

How long have you been in business? _____

How long have you been completing title searches? _____

Please indicate applicable experience:

Refinance / First Mortgage: _____

Current Owner / Home Equity: _____

Resale: _____

New Construction: _____

Commercial: _____

Default / Foreclosure: _____

Professional References:

Professional Reference 1:

Company: _____ Contact Name: _____

Contact Number: _____ Contact Email: _____

Professional Reference 2:

Company: _____ Contact Name: _____

Contact Number: _____ Contact Email: _____



Diversity Questionnaire

First American is committed to promoting business opportunities for certified minority, woman, disabled veteran business enterprises (MWDVBE).

What Is A Minority, Woman, Disabled Veteran Owned Business Enterprise (MWDVBE)?

A certified minority-owned business is defined as being 51% or more owned, operated and controlled by a member of an identified minority group. The business must be a for-profit enterprise which physically resides in the United States or one of its territories.

Minority Classification Definitions

A minority is a male or female in the following categories:

- African American
- Hispanic American
- Native American
- Asian Pacific American
-

What Is A Certified Minority, Woman, Disabled Veteran Owned Business Enterprise (MWDVBE)?

A certified MWDVBE is a business enterprise who has completed the certification process by a third party certifying agency. A third party certifying agency validates that a business is actually owned, controlled and operated by the diverse applicant. This ensures that only those businesses that meet the eligibility requirements are certified.

How Is Certification Obtained?

The predominate certifiers for minority businesses are:

National Minority Supplier Development Council (NMSDC)

<http://www.nmsdc.org/>

WBENC (Women's Business Enterprise National Council)

<http://www.wbenc.org/>

U.S. Department of Veterans Affairs

<http://www.va.gov/>

Other certifying agencies include:

City, state or federal agencies

In accordance with business guidelines regarding minority-owned businesses, please indicate the diversity status of your business.

Minority Owned: Yes No

Woman Owned: Yes No

Disabled Veteran Owned: Yes No

Certified: Yes No

Please submit a copy of the supporting certification for any diversity status indicated above.



Vendor Code of Conduct Requirements

Company is committed to the highest standards of integrity. It is the Company's intention to select and retain Vendors that share and embrace the letter and spirit of the Company's commitment to integrity. The Company understands that the Vendor is an independent contractor; however, the business practices and actions of the Vendor may impact and/or reflect on Company or its Clients and its Customers. Because of this, Company expects the Vendor to adhere to standards of business conduct and compliance while he or she is conducting business with and/or on behalf of Company or its Clients and its Customers.

The practices summarized below are not all-inclusive, and there may be other conduct not specifically listed that will be considered unacceptable for the Vendor. Company requires the Vendor to conduct his or herself in a professional manner at all times while conducting business with and/or on behalf of Company or its Clients and its Customers.

Legal and Regulatory Compliance Practices

The Vendor shall conduct his or her business activities in full compliance with applicable laws and regulations while conducting business with and/or on behalf of Company or its Clients and its Customers. There are no circumstances that would allow for the disregard of any applicable law or regulatory requirement in the conduct of Vendor's business activities and none will be tolerated by Company.

Business Practices

The Vendor shall conduct his or her business interactions and activities with integrity and in accordance with his or her obligations under the Agreement. While the Vendor may have his or her own compliance requirements, business practice standards, and/or codes of business conduct, it is essential that the Vendor understands and upholds the Company's requirements for acceptable business conduct when doing business with and/or on behalf of Company or its Clients and its Customers. In addition to specific obligations under the Agreement, the Vendor is expected to:

- Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
- Use Company provided information technology and systems (including e-mail) only for authorized Company business-related purposes. Company strictly prohibits the Vendor from using Company technology and systems to create, access, store, print, solicit, or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory, or malicious communications using Company provided information assets and systems.
- Comply with all Company requirements for maintenance of passwords, confidentiality, security, and privacy procedures as a condition of receiving access to Company's internal corporate network, all systems and buildings. All data stored or transmitted on Company owned or leased equipment is to be considered private and is the property of Company. Company may monitor all use of the corporate networks and all systems (including e-mail) and/or access all data stored or transmitted using the Company network.

Vendor Code of Conduct Requirements cont'd

- Comply with the intellectual property ownership rights of the Company and other rights, including but not limited to copyrights, trademarks, and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.
- Not distribute or cause to be distributed, any form of literature, materials or other information on Company owned or leased property (such as brochures, publications, advertisements, surveys, announcements, or flyers) unrelated to Company business in Company work areas (such as offices, cubicles, copy rooms, and/or conference rooms) at any time. Distribution of such materials using the Company network or e-mail system is also strictly prohibited.
- Speak to the press on the Company's behalf only if the Vendor is expressly authorized in writing to do so by Company.
- Not solicit or participate in any television, print, advertising or media interviews or respond to any inquiries related to the services performed on behalf of Company or its Clients and its Customers unless expressly authorized in writing to do so by the Company or its Clients and its Customers. The Vendor shall immediately notify Company of any request for any interviews, written statements from a third party, or any activities that may include third parties taking video or photographs while performing any service. Furthermore, the Vendor shall not post to the Internet or World Wide Web any information, photographs, comments, postings, or statements relating to the services performed on behalf of Company or its Clients and its Customers.
- Avoid the appearance of or actual improprieties and/or conflict of interests. Vendor may not accept from or give to a Company employee, directly or indirectly, gifts, contributions, or prizes with an aggregate value of greater than \$100 in any given calendar year. Vendor is encouraged to strictly adhere to this policy, especially at year end during the holiday season.
- Vendor shall refrain from engaging in any activity that constitutes gross misbehavior, willful misconduct, or any other conduct that otherwise involves dishonesty, breach of trust, theft, or violent behavior.
- Vendor shall follow all applicable laws, standards and requirements to remain in good standing with the state in which the Vendor maintains his or her license or performs business.
- Vendor shall not be intoxicated or under the influence of an illegal substance while performing services.

Employment Practices

Company expects its Vendors to share its commitment to diversity, equal employment opportunity, and a safe and harassment free workplace. Vendors shall conduct themselves in full compliance with all applicable laws, and regulations in all of their operations.



Vendor Code of Conduct Requirements cont'd

Compliance with the Company's Vendor Code of Conduct

It is the responsibility of the Vendor to ensure that it understands and complies with the Company's Vendor Code of Conduct and to inform its Company contact (or a member of Company management) if and when any situation develops that requires the Vendor to operate in violation of the code set forth in this document.

Enforcement of and Compliance Verification with the Company Vendor Code of Conduct

Company intends to enforce the terms of the Vendor Code of Conduct in accordance with the terms of the Agreement and will not tolerate any departure from its standards. Vendors are expected to self-monitor their compliance with this Vendor Code of Conduct.

In addition to any other rights Company may have under the Agreement, Company may request the immediate removal of any Vendor representative who behaves in a manner that is unlawful or inconsistent with this Vendor Code of Conduct, any Company policy, or that is otherwise deemed unacceptable to Company.

Terms and Conditions

I acknowledge that First American follows applicable privacy laws and regulations pertaining to consumer information, included but not limited to state law/regulation and anything defined under the Gramm-Leach-Bliley Act of 1999 and the regulations promulgated thereunder which include non-public information relating to clients of First American and applicants of those clients. Consumer information shall include without limitation, the names, addresses and social security numbers of customers provided by the clients for which First American conducts business. I will use all reasonable efforts, consistent with industry practice, to protect against any unauthorized disclosures of consumer information and agree to utilize consumer information for the limited purpose of fulfilling the services for which I have been retained. I will not disclose any consumer information to any third party without the prior written consent of First American or in response to proper legal process, including, but not limited to, subpoenas or court order. If requested by First American, I will make any records associated with the services provided available for review by the appropriate regulators. I will also advise First American of any breach of security of my systems, computers, or work site, regardless of whether I believe consumer information has been compromised and will cooperate with First American in any investigation of the breach.

I understand that I am providing services as an independent contractor and nothing contained herein creates any partnership, joint venture, agency or employment relationship. I further understand that any services requested by First American are done solely at the discretion of First American on an 'as needed' basis.

Terms and Conditions cont'd

I understand and acknowledge that I am responsible for the personnel or subcontractors that are under my control, or with whom I subcontract to assist in providing services. I understand that I am responsible for the quality of all services provided. I further understand and acknowledge that it is my responsibility to ensure that such personnel, or subcontractors, adhere to First American search guidelines, code of conduct requirements, and privacy procedures. I am solely responsible to properly screen and conduct necessary due diligence checks for any personnel, or subcontractors, that will assist in providing services. I understand that to the extent that a subcontractor provides services, I will provide First American notice identifying the subcontractors.

I agree to perform consistently with industry practice and exercise business practice standards by taking the most prudent course of action as would be reasonably expected within the scope of my work. I will make all reasonable effort to mitigate risk when providing services.

I understand that First American does not offer training and that I have the relevant industry knowledge and experience to perform the services in which I am requested to complete.

I understand that First American may request the removal of work assignment from any employee or subcontractor as it deems necessary and may refuse any services performed by an employee or subcontractor after the requested removal.

I affirm that I have the necessary and appropriate resources to provide services and am not relying on First American to provide any materials, equipment, or any other items necessary to provide services.

While not required by First American, it is strongly recommended that all providers maintain Errors and Omissions ("E&O") coverage. I understand providers performing services in the District of Columbia are responsible for providing proof of insurance and promise to maintain policy coverage in accordance to laws and regulations.

I have provided county coverage information, estimated turn times and product fees to be used to the benefit of First American Title Insurance Company and its affiliates. I understand that the product fee information provided will be used for the remittance of payment for services rendered. I acknowledge that the information provided will remain in effect unless and until written notice is provided to Vendor Management and a representative has confirmed that the amendments have been processed in accordance with the Vendor Payment document attached herein.

I understand that First American is only responsible for payment of established search fees, county copy costs and any pre-approved fees, and that First American is in no way responsible to make payment to any of my personnel or subcontractors. First American is not responsible for any payment of routine, or reoccurring business expenses incurred in connection with providing services as a vendor.



Terms and Conditions cont'd

I will notify First American within 30 days of merger, consolidation or other transfer of ownership. I further agree to maintain and update provider profile information such as contact information, any applicable licenses, certifications, insurance certificates and product fees as needed by providing information and applicable copies to Vendor Management.

I will maintain all required licenses and/or certifications which are needed to perform the services for which I have been engaged as a vendor. I further warrant any personnel or subcontractors I utilize are in compliance with any and all licenses or certifications which are needed to perform services.

I will complete all continuing education and/or training required to maintain my licensing and/or certifications and will keep current on new laws and regulations affecting the services I provide.

I agree to notify First American in the event that any order assigned to me cannot be fulfilled for any reason, including disaster, emergency, or other circumstances. I understand the order may be re-assigned to allow First American to continue with the completion of the order in a timely manner. Upon notification to First American of my inability to fulfill any assigned order, I agree to destroy and/or delete all records relating to the assigned order.

I will be responsive and provide all information requested by First American regarding any complaints about the services provided by me.

Vendor Performance

Profile Updates

Each vendor will receive a vendor profile, containing company contact information. Vendor can easily maintain company address, contact information and profile password through the Vendor Title Search System (VTS). If there are updates that need to be made, such as new pricing, preferred method of delivery, scheduled time off, etc., send directly to Vendor Management at npsvm@firstam.com.

It is the Vendor's responsibility to make sure that all information is current; this includes valid certifications, Errors and Omissions policies and any other state required licensures. You are responsible for the quality and performance of your employees and subcontractors, if any. The Vendor Management team will reach out to vendors with expired documents, and if not received in a timely manner, Vendor's profile will be temporarily deactivated until documentation is provided.

Vendor Rating and Selection

New vendors will be evaluated on their first 30/60/90 days, to determine a rating. All vendors in the First American network are on a medal rating system, which is based on turn time, quality, pricing, communication and use of the Vendor Title Search System (VTS) web application to submit completed searches.

This rating system is used to determine the workflow distribution and is monitored and adjusted regularly. Scorecards and remedial action will affect vendor medal, after evaluation, re-ranking may take place.

Vendor Performance cont'd

Return of Completed Work Product

All completed work products will be submitted through the Vendor Title Search System (VTS) web application. Through VTS you will receive, manage, and submit orders. Vendor will also have the ability to provide ETAs, submit invoices as well as track, review and respond to errors. You will access the VTS application at www.vts.firstam.com

Quality Control

I. Errors-Rejections/Rechecks

An error is considered anything that necessitates a recheck or rejection of an order that has been submitted, such as a missing mortgage, or a typographical error.

In your VTS profile, click on the Errors Tab to access the log of pending errors received for the month. Vendor will need to review each pending error obtained in VTS, following the submission of pertinent missing information. Any error which has not been reviewed within (14) days will automatically be accepted.

Vendors will have an opportunity to review, accept or dispute each pending error. When disputing a reported error, Vendor is required to provide a valid reason for the dispute. If the dispute is found to be valid upon QC examination, the reported error will be removed from the vendor error log. Errors found to be legitimate, or left undisputed, will remain in the error log, within the Vendor profile.

Vendors with excessive and or critical errors within a week will be under review and may receive a scorecard. Error will be weighted, error typed and scored.

II. Scorecards

First American analyzes vendor performance on a weekly and monthly basis. Scorecards will summarize prior month volume, quality (percentage of error for overall total), and turn time.

Weekly: Based on weekly error report, vendors with excessive and or critical errors will receive a scorecard.

Monthly: Based on monthly trend report, the (10) vendors with the lowest performance (quality and turn time) will receive a scorecard.

Recipients of scorecards will need to respond with a specific action plan, which outlines immediate changes to improve errors and/or turn time. Vendors must send an action plan to npsvmrechecks@firstam.com with (7) business days of receiving a scorecard.

III. 360 Review Process:

This approach is a more in-depth examination of vendors who have already been counseled through scorecards with little improvement. There will be a 30/60/90 day review of the vendor, which will determine if there will be a continued relationship.

The summary of data will include the past 3 months of volume, overall turn time, error reporting, and fee analysis. Communication and compliance will also be factored in to the evaluation.

Vendor Payment

First American Title Insurance Company is committed to improving efficiency and communication. First American offers automated payment of search product fees in an effort to reduce time spent invoicing and to ensure accurate and timely payment.

I. Fees

During the term of this Agreement, First American Title Insurance Company, (referred to herein as “Company”) agrees to pay the Vendor fees as provided by the Vendor through either the application process, or by routine fee update. Changes to Vendor fees must be submitted in writing and will not become effective until a representative from First American Vendor Management has confirmed that the fee update has been processed. Fees may be renegotiated between the Vendor and the Company if at any time the Vendor receives an order of some specific exception. Fees will not be negotiated after the order has been completed. It is the responsibility of the Vendor to validate fees via the Vendor Title Search System (VTS) web application prior to submitting completed search products. If fees are not current or valid, Vendor must advise Vendor Management of the discrepancy prior to search completion.

II. Cancellations

In the event an active order should be cancelled, an authorized agent will contact the Vendor to provide notice of cancellation. If the notice is received prior to the search product completion, no payment will be issued. If the notice of cancellation is received after the search product has been completed, please submit the completed search product upon notice and payment will be issued contingent upon acceptance of the completed search product.

III. Invoicing

Vendors receiving payment through the First American automated payment system should not submit manual invoices for search fees. Fees may be validated in the Vendor Title Search System (VTS) web application following the submission of completed search products. Invoices for search fees must only be sent if payment has not been received within (30) business days from the date of service. Copy fees, payable only at the county published rate, may be submitted via VTS following the submission of completed search products. If not submitting completed searches through VTS, a manual invoice will be required for copy costs only. Please note that invoices for copy fees billed at a rate higher than the county published rate will not be accepted for payment. Manual invoices must be sent to nps.vansinvoice@firstam.com for processing within (6) months from the date of service. The Vendor is responsible for reconciliation and submission of invoices for outstanding payments in a timely manner to prevent payment backlogs. Aged invoicing, reconciliation issues and payment disputes submitted later than (6) months from the date of service without cause may not be accepted at the discretion of First American.

IV. Payments

Payment for fees submitted through the Vendor Title Search System (VTS) web application will be issued automatically within (14) business days, contingent upon acceptance of completed search products.

Manual invoices will be paid within (30) business days from receipt, contingent upon acceptance of completed search products.

Vendor Payment cont'd

V. Non-payment and discrepancies

In the event of non-payment or a discrepancy in a recent payment, please notify Vendor Management within (6) months from the date of service at npsvm@firstam.com or (866) 538-8562.

I acknowledge and agree that I have read and understand the *Vendor Code of Conduct Requirements, Terms and Conditions, Vendor Performance* and *Vendor Payment* disclosures contained within. I further certify all information I have provided is true and accurate to the best of my knowledge.

Acknowledged and Agreed by:

Signature

Print Name

Vendor / Company Name

Date



Search Guidelines

***The cost of the current vesting deed should be included in your search fee.**

****All copies will be paid at the county filed rate.**

*****Requirements include but are not limited to:**

Current Owner Search:

- Research/examine/report all public and county records and indexed information pertaining to subject property and names of record back to most recent full value transfer between non-related parties, (warranty deed, grant deed or state equivalent), recorded concurrently with an insured purchase money mortgage or deed of trust forward and identifying 100% ownership and full value of the subject property.
- Report current vesting from most recent deed or transfer document (death certificate, affidavit of surviving spouse/joint tenant.)
- Provide a copy of the current vesting deed.
- Provide full legal description from current deed or transfer document.
- Judgement and Lien search: Report all voluntary liens, involuntary liens and judgments, both filed and recorded, from acquisition of title forward.
- All items should be shown in date-filed chronological order (except Mortgage/Deed of trust modification agreements.)
- Only the last assignment of record should be shown, with the exception of New York, unless otherwise specified.
- Assignment chains are not required unless otherwise specified.
- Additional copies may be required at the discretion of First American.

Limited Report:

- Research/examine/report all public and county records and indexed information pertaining to subject property and names of record back to most recent full value transfer between non-related parties, (warranty deed, grant deed or state equivalent), recorded concurrently with an insured purchase money mortgage or deed of trust forward and identifying 100% ownership and full value of the subject property.
- Provide a copy of the current vesting deed. Provide copies of assignments, if any.
- Provide complete copies of all items shown on record.
- Provide complete copies of all deeds searched.
- Tax information detail is not required, except for PIN#.
- All assumed mortgages must be addressed in the search, regardless of the time frame or state statute. If assumed mortgage is open, the mortgage being assumed must be shown as an open encumbrance. If assumed mortgage has been released, provide the release recording information.
- Provide chain of assignments on all open DOT/mortgages.
- Do NOT search involuntary liens.
- All items should be shown in date-filed chronological order (except Mortgage/Deed of trust modification agreements.)
- Additional copies or search requirements may be requested at the discretion of First American.



Search Guidelines cont'd

Full Title Search:

- Research/examine/report all public records and county indexed information pertaining to subject property and names of record according to the length of search defined by state statute as the full applicable statutory period required for marketable title, or the customary standard within the state where the subject property is located.
- Provide a copy of the current vesting deed.
- Search all names of record within the chain of title.
- Judgement and lien search: Report all voluntary liens, involuntary liens, judgments, and federal tax liens, both filed and recorded, for all names of record back throughout the chain of title, and all owners of record, current and past.
- Perform and report all necessary or customary ancillary searches applicable to the property type and location. This may include, but is not limited to housing or building code enforcement, personal property tax, and municipal lien and traffic adjudication searches.
- All easements, covenants, conditions, and restrictions (CC&Rs,) or related documents such as amendments, annexations, or restated CC&Rs posted to the subject property must be reported.
- Full copies of all the applicable documents as described above are required.
- All items should be shown in date-filed chronological order (except Mortgage/Deed of trust modification agreements.)
- Additional copies or search requirements may be requested at the discretion of First American.
- Residential Only: Search for Ownership/Mortgages and CCRs/Easements must go back the length of time identified for each state within the *Residential Full Search Minimum Searching Time Frame* table.

Two Owner Search:

- Research/examine/report all public records and county indexed information pertaining to subject property and names of record back through (2) full value transfers between non-related parties, (warranty deed, grant deed or state equivalent), recorded concurrently with an insured purchase money mortgage or deed of trust, unless grantor on deed to current vested owner is a developer or builder. This would suffice as a good stop.
- Report current vesting from most recent deed or transfer document (death certificate, affidavit of surviving spouse/joint tenant.)
- Provide a copy of the current vesting deed.
- Provide full legal description from current deed or transfer document.
- Judgement and lien search: Report all voluntary liens, involuntary liens and judgments, both filed and recorded, for all names of record back through (2) warranty deeds, grant deeds or from point of acquisition from developer or builder. The names of all grantees and grantors shall be run for general liens, such as judgements and federal tax for the full statutory period.
- All items should be shown in date-filed chronological order (except Mortgage/Deed of trust modification agreements.)
- Additional copies or search requirements may be requested at the discretion of First American.

Judgement / Lien Name Search:

- Run the name(s) provided for general liens, including judgments and federal tax liens for the full statutory time period (such as 20 years for US judgments). Report all judgments and liens regardless of lien amount. Copy requirements vary by customer. Be sure to review the requirements.



Search Guidelines cont'd

Limited Search – Bring Down from Prior:

- Review and evaluate prior commitment/policy (if one was provided) and denote any items that are no longer applicable and why.
- Provide full copy of current vesting deed and copies of pertinent pages of any open mortgages.
- Provide copies of the most recent plan, if applicable. (Not needed if a condo.)
- Provide copies if there is a mortgage foreclosure on the current title (not in the chain)-provide complete copies of all mortgage foreclosure documents.
- Provide copies of all Oil & Gas leases-provide execution date and copies only if executed in the last 25 years.
- Provide copies of any agreement, easement, rights and privileges, or lease if the beneficiary is an individual or there is no description as to the type of exception.
- Provide copies of all Oil & Gas leases-provide execution date and copies only if executed in the last 25 years.
- Provide copies of any agreement, easement, rights and privileges, or lease if the beneficiary is an individual or there is no description as to the type of exception.
- All items should be shown in date-filed chronological order (except Mortgage/Deed of trust modification agreements.)
- Additional copies or search requirements may be requested at the discretion of First American.

24-Month and 36- Month Chain:

- The chain of all conveyance documents covering the property in question recorded within 24 (or 36) months of the current effective date. Said conveyance documents may include but are not limited to grant deeds, quitclaim deeds,

affidavits of death, judgements, court orders, decrees, power of attorney, re-recordings of any of the aforementioned, and modifications of any of the aforementioned.

35-Year Information Report:

- Search and report all open items of record including but not limited to deeds, liens, encumbrances, mortgages, easements (perpetual, utility, guy wire, access, etc.) leased and judgements for the past 35 years.
- The chain of title must reflect the vesting deed even if beyond 35 years.
- ONLY search the owners (fee simple interest(s)) for judgements/liens, do not search the leasehold interest(s).
- All lease agreements and lease related documents must still be reported if open and of record within the 35-year time-frame.

Legal and Vesting Search:

- Research/examine/report current vesting, from most recent full value transfer between non related parties, (warranty deed, grant deed or state equivalent) identifying 100% ownership and value of the subject property.
- Provide full legal description from current deed or transfer document.
- Provide copy of current vesting deed
- Additional copies and assessment information contained within the public record pertaining to the subject property may also be required, at the discretion of First American.

Basic Search Instruction Definitions

Insured Deed:

A recorded deed that has evidence of being insured by First American or a competitor underwriter whom we have reason to believe conducts proper and prudent searches in the ordinary course of their business, and which has evidence of being given in exchange for the fair market value of the property.

Insured Deed with Concurrent Mortgage:

An Insured Deed which was recorded substantially contemporaneous with a mortgage in favor of a federally-regulated institutional lender.

Full Value Transfer:

When a property is sold for full value.

The consideration amount shown on a deed does not always represent a “full value” transfer. For example, a consideration amount of \$1.00 is not a full value purchase price.

Good Start:

The most recent full value transfer between non-related parties recorded concurrently with an insured purchase money mortgage or deed of trust.

Non-Family aka arms-length:

A deed transferring between non-related parties. (There cannot be any relation between the grantor and grantee.)

Pertinent Pages:

Pages of the document including, but not limited to, those showing: recording information, amount(s), party names, key dates, execution pages, and/or legal description.

Root of Title:

The document or point in time required under state law, custom, or practice as the beginning point for a search that would be conducted by an abstractor, attorney, or other party subject to a professional duty to conduct a “full” title search. This is generally defined, and time frames established within a Marketable Title Act that has been established for a state.

Single or Current owner:

Must contain one full-value, non-family purchase deed. The search must go back to a full-value, non-family purchase deed, regardless of the number of deeds or length.

Source of Title:

The first patent, deed, grant, decree or other evidence under law from the sovereign that establishes the ownership to the property to be insured. This would NOT be the same as a Root of Title under a Marketable Record Title Act.

Two Owner:

Must contain two full-value, non-family purchase deeds. The search must go back to a full-value, non-family purchase deed, regardless of the number of deeds or length.

Uninsured Deed:

A deed that does not correspond with a transaction insured by a title insurance company. Indications of an uninsured deed include no title company name or title order/escrow number on its face, inclusion of an “accommodation stamp” on its face, hand-written, and/or includes/excludes other marks or stamps on the deed that are inconsistent with deeds recorded by title insurance companies in the state and county where the property is located.

Residential Full Search Minimum Searching Time Frame

State	Minimum Search Required for Ownership/Mortgages	Minimum Search Required for CC&Rs/Easements
Alabama	60 years	Source of Title
Alaska	Source of Title	Source of Title
Arizona	Source of Title	Source of Title
Arkansas	30 years	30 years
California	Source of Title	Source of Title
Colorado	Source of Title	Source of Title
Connecticut	40 years	40 years
Delaware	60 years	60 years
D.C.	60 years	60 years
Florida	30 years	30 years
Georgia	50 years	50 years
Hawaii	Source of Title	Source of Title
Idaho	Source of Title	Source of Title
Illinois	40 – 60 years (county dependent)	Subdivided property: <ul style="list-style-type: none"> – Lake/Cook County - 1960 forward – DuPage County - 1940 forward – Kane/Kendall/McHenry County - 1902 forward – Will County - 1900 forward – All others 40 year minimum Metes and Bounds Property: <ul style="list-style-type: none"> – Earlier of plat date or title plant start date
Indiana	30 years	30 years
Iowa	40 years	40 years
Kansas	25 years	Source of Title
Kentucky	30 years	30 years
Louisiana	30 years or greater back to an arm's length sale between unrelated 3rd parties	30 years
Maine	40 years to a Warranty Deed or 60 years to other deed	40 years to a Warranty Deed or 60 years to other deed
Maryland	60 years	60 years
Massachusetts	50 years	50 years
Michigan	40 years	40 years
Minnesota	40 years	40 years
Mississippi	32 years	32 years
Missouri	Source of Title	Source of Title
Montana	Source of Title	Source of Title
Nebraska	29 years	Source of Title
Nevada	Source of Title	Source of Title



Minimum Searching Time Frame cont'd

State	Minimum Search Required for Ownership/Mortgages	Minimum Search Required for CC&Rs/Easements
New Hampshire	35 years if going back to a Warranty Deed 50 years if going back to a Quit Claim Deed 80 years if going back to a Probate identifying property	Source of Title
New Jersey	40 years for Improved Residential property 60 years if property is Vacant Land	40 years for Improved Residential property 60 years if property is Vacant Land
New Mexico	Source of Title	Source of Title
New York	Refer to "New York Time Frame Specifics" below	Refer to "New York Time Frame Specifics" below
North Carolina	30 years	30 years
North Dakota	All Available County Records	All Available County Records
Ohio	Back to a full value transfers between non-related parties, (warranty deed, grant deed or state equivalent), recorded concurrently with an institutional purchase money mortgage or 40 years whichever comes first.	Platted property and the plat is over 10 years old: Back to plat or 40 years whichever comes first. Platted Property and the plat is less than 10 years old: 30 years behind the plat. Unplatted Property: 40 years.
Oklahoma	Source of Title	Source of Title
Oregon	30 years	Source of Title
Pennsylvania	60 years if the property is over 10 acres 40 years if the property is under 10 acres	60 years if the property is over 10 acres 40 years if the property is under 10 acres
Rhode Island	40 years	40 years
South Carolina	40 years	40 years
South Dakota	Source of Title	Source of Title
Tennessee	30 years	30 years
Texas	Source of Title	Source of Title
Utah	40 years	40 years
Vermont	40 years	40 years
Virginia	40 years	40 years
Washington	30 years	Source of Title
West Virginia	40 years	40 years
Wisconsin	30 years	60 years
Wyoming	Source of Title	Source of Title



Residential Full Search Minimum Searching Time Frame New York

Counties	Minimum Search Required for Ownership/Mortgages	Minimum Search Required for CC&Rs/Easements
Erie	From a deed to an apparent owner recorded prior to 1920	From a deed to an apparent owner recorded prior to 1920
Niagara, Orleans, Genesee, Livingston, Monroe, Wayne & Ontario	60 Year search	60 Year search
Albany, Bronx, Columbia, Dutchess, Greene, Kings, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester counties	40 Year Search Minimum	Earliest Available Record
All remaining Counties	40 Year Search Minimum	40 Year Search Minimum



Coverage and Fees

*The cost of the current vesting deed should be included in your search fee.

**All copies will be paid at the county filed rate.

Residential and Default Fees						
State	County		County		County	
Product	Fee	Turn Time	Fee	Turn Time	Fee	Turn Time
Legal & Vesting						
Current Owner						
Full Search w/CCR's						
Two Owner Search						
Limited Report						
Current Owner w/ 24 month Chain						
24 and 36-Month Chain						
Doc Retrieval						
Update / Datedown						
Judgement / Lien Name Search						
Limited Search – Bringdown from Prior						

Commercial Fees – If you perform commercial work on a quote basis, please indicate "quote" in the fee field.						
State	County		County		County	
Product	Fee	Turn Time	Fee	Turn Time	Fee	Turn Time
Legal & Vesting						
Current Owner						
Full Search w/CCR's						
Two Owner Search						
Limited Report						
Current Owner w/ 24 month Chain						
35-Year Information Report						
Doc Retrieval						
Update / Datedown						
Judgement / Lien Name Search						
Limited Search – Bringdown from Prior						

Date: ____/____/____ Initial ____



What's Next

Please take a moment to ensure that you have completed the **Title Vendor Engagement Package** in its entirety and you have attached all the required supporting documentation prior to submission. First American cannot accept partial or incomplete Title Vendor Engagement Packages, or packages which have been submitted without the required supporting documentation.

Please use the checklist below to ensure all required items are returned:

1.	Complete General Information form	
2.	Diversity Questionnaire and certification to support minority status (if available)	
3.	Signed acknowledgement of the Vendor Code of Conduct, Terms and Conditions, Vendor Performance and Vendor Payment details.	
4.	Complete coverage and fee grid	
5.	Errors and Omissions Insurance (if available)	
6.	All Required licensed and/or certifications	
7.	W-9 Request for Taxpayer Identification Number and Certification (you may download a copy from www.irs.gov/pub/irs-pdf/fw9.pdf)	

Return your completed Vendor Engagement Package to npsvm@firstam.com.

Once your application has been accepted and your profile is complete, you will be eligible for order assignment.

What you can expect prior to receiving your first order assignment:

- You will be contacted by a representative of First American who will provide you with important information regarding your provider profile.
- You will receive the information necessary to log into your VTS account, a VTS user guide and the opportunity to schedule one-on-one training.
- You will be provided with a Vendor Management Team Directory that includes contact details for all of the NPS Vendor Management groups.
- If you are interested in receiving your payments electronically as indicated on the 'General Information' page, you will then be provided with the necessary enrollment forms for your completion and return.

You are encouraged to take a moment to familiarize yourself with the VTS web application. Through VTS you will receive, manage, and submit orders. Your office will also provide ETAs, submit copies fees, track errors, turn times and quality through VTS. Access the VTS application at www.vts.firstam.com.

Please feel free to contact Vendor Management at any time should you need assistance. We look forward to working with you!