



**RENGER & REYNOLDS, PLLC**

5950 Fairview Road, Suite 230  
Charlotte, NC 28210  
704-323-8621  
randrlawfirm.com

**BUYER INFORMATION SHEET & CLIENT ENGAGEMENT LETTER  
& WIRE FRAUD NOTICE**

Property Address: \_\_\_\_\_

Will this be your primary residence?  YES  NO

If No, please provide your mailing address: \_\_\_\_\_

Buyer(s) Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Marital Status (Check One):  Married  Unmarried  Legally Separated

Agent License #: \_\_\_\_\_ Agent's Firm License #: \_\_\_\_\_

**NOTE:** If married or separated, your spouse may have a marital interest even if he/she will not be a borrower on the loan or named on the Deed. Please seek counsel prior to closing for additional information. If ALL Buyers will not attend closing, you must contact us immediately to arrange for documentation to be prepared in advance.

**Mortgage Lender Contact Information:**

Lender Name: \_\_\_\_\_

Lender Contact Name: \_\_\_\_\_

Lender Contact Phone: \_\_\_\_\_

Lender Contact Email: \_\_\_\_\_

Survey- If you would like a survey on the property, please fill out the attached Survey Authorization form. If we do not receive a fully executed Survey Authorization form in advance of closing, our firm will assume you did not want a survey done on the property. Please note our firm will only opine on current surveys obtained on behalf of the Buyer.

Please sign below indicating that your have reviewed and understand the following:

- 1) the *Renger & Reynolds, PLLC Client Engagement Letter*;
- 2) the *Wire Fraud Notice*; and
- 3) our notice regarding the timely ordering of a physical survey of the property, if desired.

X \_\_\_\_\_  
[Insert Buyer Signature]

X \_\_\_\_\_  
[Insert Buyer Signature]



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### CLIENT ENGAGEMENT LETTER

Congratulations and thank you for allowing our firm to represent you in your purchase of the property located at \_\_\_\_\_. We look forward to working with you.

The purpose of this Client Engagement Letter is to set-out what you may expect throughout our representation. Our representation and the fee charged for our services are limited to conducting the title examination; reviewing the physical survey of the property, if engaged to do so timely; disbursement of settlement of funds; assuring the recording of all necessary documentation; and procuring the title insurance policies itemized on the settlement statement.

Should you wish our firm to provide additional services or represent you outside the scope of this Client Engagement Letter, we may charge separate fees for such services. Drafting company resolutions, powers of attorney, coordinating multiple signatories, and handling transactions in which rents are prorated are examples of services for which our firm will charge an additional fee.

#### **Title Examination and Title Insurance**

In conducting a title examination of the property, if our firm can locate an existing title insurance policy, we will “tack” to that prior policy. This means our title examination will begin with the date and time of issuance of that prior policy and we will not certify the status of title to the property prior to the date the prior policy was issued. While defects in title occurring prior to our search period would not be reported by us if we “tack”, any such defects would be covered by your title policy, so you will receive the same title insurance coverage as if we had conducted a full examination. It is standard practice for title insurance companies to issue title insurance policies based upon these types of limited title examinations.

Occasionally, our title examination may reveal minor defects in the title to the property. Many of these defects can be addressed by your title insurance policy. In these instances, your title insurance company will “insure over” these defects- meaning that the title insurance company deems the defects to present minimal risk. That is, you will be insured in the unlikely instance a claim arises from a defect in title. Obtaining an insurable title interest for a purchaser is a standard practice in residential real estate transactions in North Carolina. If you have any objections to receiving such an insurable title interest in the unlikely event of a minor title defect, please contact our firm immediately; otherwise, our firm will assume by your submitting to our ongoing representation that this standard practice is agreeable to you.

If our firm is unable to “tack” to a prior title insurance policy or you prefer our firm not conduct the abbreviated title search described above, our firm will conduct a full title examination (in excess of 30 years) at an additional cost of \$375.00.

While you are not required to obtain an owner’s policy of title insurance, our firm highly recommends such a policy for your protection. Unless you direct us otherwise, we will obtain a policy of title insurance on your behalf. The title insurance industry provides a number of products to you, its customer. We will obtain the customary/standard policy of title insurance issued by your title insurance company. Please note that if we have been directed by you or your real estate agent to use a particular title insurance company for the issuance of your owner’s policy of title insurance, we will obtain the type of policy that company promotes. Should you have any questions on the types of insurance products provide by the industry, we will direct your questions to your title insurance company’s representative.

### **Matters Not Within the Scope of Representation**

Our firm’s representation does not address the following matters: zoning ordinances and regulations; environmental hazards and issues; and septic and well water connections. Additionally, our firm does not review restrictive covenants pertaining to the subject property. The restrictive covenants and amendments thereto can be substantial, and you are encouraged to request a copy of these documents from your Seller and review them as part of your due diligence. Additionally, our firm does not review any documentation or advise as to whether properties may be owned as investment assets for rental purposes. Further, the firm does not review home inspection reports or matters disclosed by MLS or like services.

### **Physical Survey of Real Property**

While a physical survey of the property is not required, our firm strongly advises our clients to obtain a new survey. A physical survey of the property will disclose many items, including but not limited to, the actual lot size and dimensions, building setback violations, access to right-of-ways, and adverse encroachments (such as driveway or fence improvements which overlap boundary lines). Our firm will only order a survey for you if you return the completed “Survey Authorization Form” with the “Buyer Information Form” at least fourteen (14) days in advance of the scheduled closing date. (both the “Survey Authorization Form” and the “Buyer Information Form” are included with this letter.) If you or your agent do not return the completed “Survey Authorization Form” to us, our firm will not order a survey and you will be required to sign a Survey Waiver at closing.

### **Buyer Funds to Close**

**Please note that all funds for closing must be wired to our real estate trust account. WE do not accept certified/cashier’s checks or ACH transfers.** Be sure to verbally verify wiring instructions with an employee of our firm prior to initiating the funds transfer. **BEWARE OF WIRE FRAUD SCAMS.** Wiring instructions will always be sent by our firm by secure email/portal and will never be revised.

Our firm will also provide final figures to all parties involved in the transaction. The settlement statement provided to all parties is specific to that transaction and contains non-public information. By acknowledging this engagement letter, you consent to our firm distributing copies of the settlement statement to parties as we deem necessary.

**Delivery of Keys/Possession**

Finally, under the terms of most purchase contracts used in North Carolina, the closing is not final until the Deed has been recorded. If time is of the essence with the regard of your gaining access to the property, we advise that prior to the day of closing you engage the Seller in a discussion as to when the keys and possession will be delivered. Our firm will not release keys delivered to our office until the Deed has been recorded.

Thank you for taking time to review and sign this engagement letter. We look forward to working with you. Should you have any questions regarding your closing transaction, please do not hesitate to contact our office.

Sincerely,

Renger & Reynolds, PLLC

The undersigned hereby acknowledge they have reviewed and understand the Renger & Reynolds, PLLC Client Engagement Letter.

X \_\_\_\_\_  
Buyer Signature

X \_\_\_\_\_  
Buyer Signature

## Survey Authorization

### Credit Card Authorization

I hereby authorize the surveyor selected by Renger & Reynolds, PLLC to charge my credit card upon completion of survey services located at \_\_\_\_\_.

Check this box if you would like the surveyor to indicate the property boundary lines via wooden stakes for an additional fee.

### Billing Information

Name as it appears on Card: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

Card Type:  Visa  Mastercard

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Verification Code: \_\_\_\_\_

(3- or 4-digit security code)

### Contact Information

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I acknowledge that my survey fee is to be paid at closing. If payment is not received within sixty (60) days of the invoice date I acknowledge that the above credit card will be charged for the full survey invoice.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

# **WIRE FRAUD NOTICE**

*Incidents of wire fraud are becoming more prevalent in real estate transactions!*

In order to minimize exposure to possible wire fraud, please note the following:

- **Never rely** on emails purporting to change wiring instructions.
- Our firm will **never** change wiring instructions in the course of a transaction.
- **Always confirm** our wiring instructions verbally. Please call our firm using a phone number previously verified.
- **Never** use wiring instructions which have been forwarded or sent by unsecure email.
- Please note that any wiring instructions from our firm will be sent by **secure email or through a secure portal**.