

**CHICAGO TITLE INSURANCE COMPANY**  
**BROKER LIEN AFFIDAVIT AND INDEMNITY AGREEMENT**

This BROKER LIEN AFFIDAVIT AND INDEMNITY AGREEMENT (hereinafter "Agreement") made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (collectively, and jointly and severally if more than one, hereinafter "Affiant"), and CHICAGO TITLE INSURANCE COMPANY (hereinafter "Company").

WHEREAS, Company has been asked to issue its title insurance commitment(s) and/or policy or policies insuring the title to property described as follows (hereinafter the "Land"): \_\_\_\_\_

\_\_\_\_\_ and Affiant is a party to a contract, lease, option, or offer to make a contract, lease, or option on the above Land (herein the "Current Transaction");

WHEREAS, Company may concurrently herewith or hereafter in the ordinary course of its business and in reliance on the representations herein made issue another commitment and/or policy in the form or forms now or then commonly used by Company insuring without exception to or providing affirmative coverage for Commercial Real Estate Broker's Liens, as provided under North Carolina General Statute Chapter 44A, Article 2, Part 4 regarding the Current Transaction (herein "Broker Liens"); and

WHEREAS, Company is willing to issue its commitment(s) and/or policy or policies without exception to or providing affirmative coverage for said Broker Liens only if indemnified as herein set out.

WHEREAS, Affiant makes this affidavit for the purpose of inducing Company to insure the title to the Land without exception for said Broker Liens.

NOW, THEREFORE, for and in consideration of the issuance of said title insurance commitment(s) and/or policy or policies and other good and valuable consideration, the receipt of which is hereby acknowledged, Affiant, being first duly sworn, hereby deposes and states, and does hereby agree with Company as follows [mark applicable paragraphs]:

(\_\_\_\_) Affiant is *either* the owner of an interest in the Land as seller or lessor (of all or a portion thereof), *or* a proposed purchaser or lessee of the Land (or any portion thereof), and entered into a written agreement with \_\_\_\_\_, a Real Estate Broker licensed pursuant to Chapter 93A of the North Carolina General Statutes, regarding the Current Transaction.

Said Real Estate Broker may assert that they have performed under the terms of said written agreement that they are entitled to compensation in the amount of \$\_\_\_\_\_, for which the Affiant hereby certifies (and will provide satisfactory verification thereof) that:

- (\_\_\_\_) Said amount has been paid in full at closing of the Current Transaction; OR
- (\_\_\_\_) If a lien has been filed pursuant to Chapter 44A, Article 2, Part 4, of the North Carolina General Statutes, same has been discharged pursuant to the provisions of N.C.G.S. 44A-24.13.

(\_\_\_\_) Affiant has entered into *no* written agreement nor is aware of anyone else entering into any written agreement with any Real Estate Broker licensed pursuant to Chapter 93A of the North Carolina General Statutes, nor is Affiant aware of anyone who has provided broker services regarding the Current Transaction or the Land.

Affiant agrees to defend, at Affiant's own cost and expense on behalf of and for the protection of Company and the parties insured or who may be insured under said title insurance commitment(s) and/or policy or policies (but without prejudice to the right of Company to defend at the reasonable expense of Affiant if Company so elects), any and every suit, action or proceeding in which a Broker Lien regarding the Current Transaction may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the Property, or any part thereof, or interest therein,.

Affiant agrees to indemnify and hold Company and any parties insured or who may be insured under said title insurance commitment(s) and/or policy or policies harmless of and from any and all loss, costs, damage and expense of every kind, including attorney's fees, which Company and/or said parties shall or may incur or become liable for as a result of a Broker Lien regarding the Current Transaction, directly or indirectly, including but not limited to diminution in value, unmarketability of title and actions to enforce this Agreement,

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

<p>_____ ENTITY NAME</p> <p>By: _____ Printed/Typed Name: _____ Title: _____</p> <p>Entity Address: _____</p>	<p>_____ Printed/Typed Name: _____ Address: _____</p> <p>_____ Printed/Typed Name: _____ Address: _____</p>
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State of \_\_\_\_\_, County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_ [insert name(s) of principal(s)], and I certify that each of the aforesaid person(s) personally appeared before me this day acknowledging to me that he or she signed the foregoing document.

Date: \_\_\_\_\_

(Official/Notarial Seal)  
My commission expires: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Notary's Printed or Typed Name