



# **GREAT AMERICAN TITLE AGENCY, INC.**

## **SCHEDULE OF RATES AND FEES**

**Effective Date: April 10, 2018**



**GREAT AMERICAN TITLE AGENCY, INC.**

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## GREAT AMERICAN TITLE AGENCY, INC.

### SECTION I

#### GENERAL RULES

##### **A. Definition of Escrow**

Escrow means any transaction wherein any property, money, written instrument or evidence of title or possession to real or personal property or other thing of value is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor/creditor relationship is created to a person not otherwise having any rights, title or interest therein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening or a specified event or performance or non-performance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promise, promisor, obligee, obligor, bailee, bailor, or a designated agent of employee or any of them. Escrow includes subdivision trust (A.R.S. §6-801, as amended).

##### **B. Computation from the Basic Escrow Rate**

1. There shall be a basic escrow rate charged for all residential property escrow transactions, which rate shall vary with the “fair value” of the real property involved in the transaction. The Basic Escrow Rates are set forth in the rate schedule in Section II attached. Supplementary charges, discounts, and miscellaneous charges will be adjusted as detailed in Sections III and IV.
2. The escrow rate in commercial and industrial real property transactions shall also be computed from the Basic Escrow Rate Schedule and adjusted according to Sections III and IV.
3. Special escrow rates are made applicable to escrow transactions which involve sub-dividers, builders, developers, volume users, investors, first time homeowners, teachers, police officers, fireman, and active military involved with residential real properties. Rates applicable to these categories of escrow transactions are based on “fair value” and adjusted as described in the “Supplementary Charges and Discount Rates” section and the “Miscellaneous Charges” section.
4. Commercial and industrial sub-dividers, builders and developers shall be charged an escrow rate based from the Basic Escrow Rates Schedule and discounted as a percentage thereof as detailed in Section III.
5. The rates applicable to other categories of escrow transactions, including those where special rates are applicable are similarly described in the “Supplementary Charges and Discount Rates” section.



Great American Title Agency, Inc.  
General Rules – continued

6. Whenever percentages are used to arrive at a particular escrow rate, the final rate shall be rounded to the next highest dollar.
7. Great American Title Agency, Inc. (Great American or GAT) reserves the right to negotiate fees. In the event fees are negotiated, a copy of the agreement, signed by all pertinent parties, is to remain in each escrow file for which the negotiated rate applies.

C. **Fair Value**

The fair value shall be construed as the full value of the property, or the sale price, including the encumbrances, whichever is higher. When a sale is not involved, the fair value shall be determined from all available information, i.e., amount of funds escrowed, the amount of encumbrances, assessed value, etc. It shall not be less than the sum of the unpaid principal balances of the mortgages and/or contracts to which the property is subject.

D. **Minimum Charges and Special Services**

The basic charges set forth herein are minimum charges.

Additional fees will be charged when special services are required and rendered. The rate of **\$100** per hour or portion thereof will be charged. The services will be described in the escrow file with regard to the special services provided.

In the event such charges are assessed, the deposit of final funds and the signing of final documents or the acceptance of the work performed (approval of the settlement statement) will constitute approval of the charges. In all other situations, acceptance by the customer of the work performed shall constitute approval of the charges made.

E. **Employee Rate**

Employees, officers and Directors of Great American Title Agency, Inc. (including employees who have retired under normal retirement procedures, including retirement on account of illness and early retirement based on the employer's policies as to retirement) shall receive complimentary escrow service (for those charges which they would customarily be expected to pay) in connection with a purchase, sale and refinance of their **primary residence**. The complimentary escrow service noted above (purchase, sale and refinance) is **limited to one** purchase, and one sale, and one refinance transaction during a twelve month period.



Great American Title Agency, Inc.  
General Rules – continued

F. **Rates and Charges in Effect Prior to Filing**

All rates and fees contained herein become effective the 1<sup>st</sup> day of the month after the month in which the rates are approved by the Arizona Department of Financial Institutions (DFI) or by operation of law, wherein the rates become effective 15 days after filing with the DFI or when DFI publishes the revised rates to the DFI website, whichever occurs first.

G. **Separate Sales or Exchanges (Different Owner)**

The Basic Charge rate is applicable (Section 101) on each separate sale, seller or exchanger involved.

The applicable charge applies on the amount of each individual sale or exchange even though there may be one (1) common purchase, and the sales or exchanges are handled concurrently, and one (1) or more separate escrows are involved.

H. **Undivided Interest, Transfer of (When Sold Separately from Remaining Interest)**

The Basic Escrow Rates are applicable based upon the interest covered, the purchase price or the fair value thereof, whichever is higher.

I. **Cancellation Fees and Charges**

Great American does not charge a cancellation fee.

Great American reserves the right to charge a Special Services charge of **\$100** per hour or **\$25.00** per quarter hour, for work performed up until the date of cancellation. In the event an escrow transaction cancels, the Special Services charge shall be an amount which, in the opinion of this Company, is proper compensation for the services performed at a charge of **\$100** per hour but in no case shall the Special Services charge exceed **100%** of the Basic Escrow Rate.



**GREAT AMERICAN TITLE AGENCY, INC.**  
**SECTION II**  
**BASIC ESCROW RATES**

**100**

Up to 150,000.....	\$700.00
Up to \$200,000	\$750.00
Up to \$250,000.....	850.00
Up to \$300,000	\$900.00
Up to \$350,000.....	\$950.00
Up to \$400,000	\$1,000.00
Up to \$450,000.....	\$1,050.00
Up to \$500,000	\$1,150.00
Up to \$550,000.....	\$1,200.00
Up to \$600,000	\$1,250.00
Up to \$650,000.....	\$1,300.00
Up to \$700,000	\$1,350.00
Up to \$750,000.....	\$1,400.00
Up to \$800,000	\$1,450.00
Up to \$850,000.....	\$1,500.00
Up to \$900,000	\$1,550.00
Up to \$950,000.....	\$1,600.00
Up to \$1,000,000	\$1,650.00
Over \$1,000,000	Rate to be negotiated.

**All charges will be split 50 / 50 between buyer and seller unless instructed, in writing, to do otherwise.**



**GREAT AMERICAN TITLE AGENCY, INC.**

**SECTION II**

**SHORT SALE BASIC ESCROW RATES**

**100-A**

Up to \$70,000.....	\$1,065.00
Up to \$100,000	\$1,115.00
Up to \$150,000.....	\$1,165.00
Up to \$200,000	\$1,215.00
Up to \$250,000.....	\$1,265.00
Up to \$300,000	\$1,315.00
Up to \$350,000.....	\$1,365.00
Up to \$400,000	\$1,415.00
Up to \$450,000.....	\$1,465.00
Up to \$500,000	\$1,515.00
Up to \$550,000.....	\$1,565.00
Up to \$600,000	\$1,615.00
Up to \$650,000.....	\$1,665.00
Up to \$700,000	\$1,715.00
Up to \$750,000.....	\$1,765.00
Up to \$800,000	\$1,815.00
Up to \$850,000.....	\$1,865.00
Up to \$900,000	\$1,915.00
Up to \$950,000.....	\$1,965.00
Up to \$1,000,000	\$2,015.00
Over \$1,000,000	Rate to be negotiated.

**All charges will be split 50 / 50 between buyer and seller unless instructed, in writing, to do otherwise.**



## GREAT AMERICAN TITLE AGENCY, INC.

### SECTION III

#### SUPPLEMENTARY CHARGES AND DISCOUNT RATES

Sections 101 through 111 reflect the basic charge for escrow services. The basic charge begins with the schedule of the “Basic Escrow Rates” and is adjusted (supplemented or discounted) according to the special circumstances of the transaction and/or the related services provided.

#### **101 Basic Charge (Sale/Exchange/Transfer)**

The minimum charge of **100%** of the Basic Escrow Rate (Section 100) shall be based upon the fair value of the property in the escrow. If additional charges or discounts are applicable, all such additional charges and discounts shall be adjusted to the Basic Escrow Rate applicable.

#### **102 Basic Charge (Loan)**

- A. Sale, Exchange, Transfer of title is **100%** of the Basic Escrow Rate.
- B. The fee for a Loan Concurrent (including seller carry backs) with a sale escrow for the full value of the land and improvement is included in the Flat Miscellaneous Fee.
- C. Escrow Only (No Title Policies) An escrow specifying no title policy to be issued shall have a Basic Charge of **200%** of the Basic Escrow Rate. There will be no builder or developer /investor discounts in connection with “Escrow Only” transactions.
- D. HELOC (with a Title Policy, Letter or Title Guaranty) is a **flat fee of \$200**.
- E. A charge of  $\frac{1}{2}$  of **1% (.05%)** of the loan amount will be charged on construction loans where the lender requests additional services such as obtaining lien waivers, architectural approval, draws, etc.
- F. In the event a property is sold within 3 years of Great American Title Agency, Inc. handling the original escrow, a Short-Term Re-Issue Escrow Rate of **70%** of the Basic Escrow Rate will apply when requested, in writing, by the homeowner.





Great American Title Agency, Inc.  
Supplementary Charges and Discount Rates - continued

**103      Basic Charge (Refinance Rate)**

When handling a LOAN REFINANCE ESCROW (For example, such as a HELOC with no payoff, where no sale of the real property is involved and the purpose of said loan is for the refinance of the existing encumbrances on (subject property), the escrow fee charged shall be **50% of the Basic Escrow Rate or a minimum of \$200. A flat fee of \$200 will be assessed if more than 10 transactions close annually.** This rate does not include commercial properties.

**104      Basic Charge (Sub-Escrow Rate)**

A Sub-Escrow is the receipt of funds and written instructions from a lender for the refinance of an existing loan or loans (including new 2<sup>nd</sup> loans on resales and refinances) or the placement of a new loan and the disbursements of such funds for the elimination of matters affecting title. Payoffs and demands can be obtained for the lender.

Charges in addition to the Basic Escrow Rate:

A. Sub-Escrow:                      **\$100**

- Includes:
1. Receipt and disbursement of funds and / or
  2. Acceptance and recordation of documents (Recorders Office Fees not included)
  3. Additional services without limitation.

Does Not Include:      Preparation of HUD 1 Settlement Statement OR signing of loan documents.



Great American Title Agency, Inc.  
Supplementary Charges and Discount Rates - continued

Recording Fees for 106 and 107 above will be a flat fee of **\$45**. If recording costs are greater than \$45 then the recording fees will be equal to the total actual cost for recording.

If the party is a builder, contractor, developer, sub-divider or investor he will receive the benefit of the, Basic Charge (Subdivision) or Basic Charge Commercial, Developers, Volume User or Investor, whichever is lower.

**108**     **Basic Charge – (Leasehold)**

The Leasehold Escrow Rate (other than Oil, Gas or Mineral Leases) shall be **100%** of the Basic Escrow Rate based upon the fair value of the property leased or the total amount of the lease payments whichever is less.

**109**     **Basic Charge (Relocation Rate)**

If an employee is participating in a Company-sponsored relocation plan, seventy percent (**70%**) of the applicable Basic Escrow Rate shall be charged for escrow services performed in connection with the sale or purchase of an employee's home property. Such rates are authorized only in connection with those costs which the employee would be obligated to pay as a party to the transaction, and may be charged through escrow to employee, employer or relocation company acting on the behalf of the parties.

**110**     **Basic Charge – (First-Time Homeowner, Teacher, Police Officer, Firefighter, In-Military, Senior (65) Rate), Arizona State Employees**

Any individual who is:

1.     A first-time homeowner (verified in writing by the lender).
2.     A certified Arizona teacher who is currently employed by one of the school districts in the State of Arizona (verified in writing by the State or the district or presents a current school ID)
3.     A police officer or firefighter employed by the State, County or City (and verified in writing by one of those entities as being currently employed or presents a current ID issued by the State, County or City indicating they are currently employed in such a capacity)



Great American Title Agency, Inc.  
Supplementary Charges and Discount Rates – continued

4. An individual who is actively serving in the United States military on active duty status (and verified in writing through the military)
5. A Senior, must be 65 or older.
6. Arizona State employees and their immediate family members who are registered with Arizona State as immediate family members.

The six groups of individuals will be charged at a rate of **80%** of the Basic Escrow Rate as referenced in Section 100. Individuals wishing to participate in this program must request to do so in writing.

**The purpose of this rate is to recognize the unique circumstances, individual sacrifices and contributions these individuals make to our community. To qualify for these special rates the individual must make their request to Great American Title Agency, Inc. in writing and provide the required identification for Great American to validate that the individual(s) qualify for the reduced fee.**

**111 REALTOR® MLS Listing Discount**

Great American will reduce the Basic Escrow Rate by 50%, for the buyer and seller, when a realtor's MLS listing on a single-family property reflects that the seller has agreed to the optional issuance of a Title Commitment through Great American and the listing provides the available escrow rate discount. This offer cannot be combined with any other discount program.

**112 Non-Profit (Charitable) Organization Contribution**

Great American will donate **7.5% of any** Basic Escrow and Short Sale Basic Escrow Rate to a National Organization with an Arizona chapter or an Arizona School or Arizona based Non-Profit or Not For Profit organization that appears on Great American's approved Non-Profit or Not For Profit list if one or more of the parties authorizes Great American to do so. All authorizations must be in writing. This offer can not be combined with any other discount program.

**113 Basic Charge – Short Sales**

A "short sale" is a sale of real estate wherein the lien holder(s) accept an amount short of the balance of the debts secured by the lien(s) on the property. Escrow services for short sale transactions will be charged at the rates detailed on rate schedule "100-A Short Sale Basic Escrow Rates". There will be no supplementary or miscellaneous escrow fees added to the scheduled short sale rates.



Great American Title Agency, Inc.  
Supplementary Charges and Discount Rates – continued

## **GREAT AMERICAN TITLE AGENCY, INC.**

### **SECTION IV**

#### **MISCELLANEOUS CHARGES**

The following charges are the rates applicable for miscellaneous services rendered in connection with regular services provided by the company for which a specific rate has not been otherwise established.

**A. Supplemental Escrow Instructions  
(Direct Transaction Fees (Residential Sale))**

The charge for the preparation of Escrow Instructions in the absence of a written Residential Purchase Contract will be the **\$25 per quarter hour not to exceed \$500.**

**B. Stop Payment Fee or NSF Check Fee**

There will be a \$25.00 charge for every NSF check or for every stop payment.

**C. Wire Transfer Fee**

There will be a **\$20** wire fee per outgoing wire.

**D. Deposit of Escrow Funds to an Interest Bearing Account**

A customer may request, in writing, that the company deposit escrow funds into an interest-bearing account. Such a request will be evaluated based on company procedures and the provisions of the Arizona Revised Statutes. Fee charged for interest bearing accounts shall be **\$25**, which includes opening, servicing and closing out the account.



Great American Title Agency, Inc.  
Miscellaneous Charges - continued

**E. Recording Fee Charge**

The recording fee charges shall be as follows:

- |                 |            |         |
|-----------------|------------|---------|
| 1. Sale Escrow: | Seller:    | \$37.50 |
|                 | Buyer:     | \$37.50 |
| 2. Refinance:   | Borrower:  | \$50.00 |
| 3. Commercial:  | Seller:    | 75.00   |
|                 | Buyer:     | 75.00   |
|                 | Refinance: | 75.00   |

All recording fees collected will be considered “earned income” and non-refundable.

Recording Fees above applicable to Maricopa County and outside of Maricopa County.

**F. Overnight / Courier Fees**

1. UPS, Federal Express, “special” and local messenger or other overnight couriers shall be a **\$20 charge per delivery** to cover the various methods of transporting and / or delivering escrow related materials within the continental United States on **refinance** transactions.
2. An added “Out of Country” fee of \$5.00 will be charged on each such delivery in addition to the **\$20** fee for each delivery on **refinance** transactions.

**G. Post Escrow Holding Fee**

The following charges will be made when an escrow agent is employed by escrow instructions to hold funds after an escrow transaction has closed.

Set-up Fee: \$125



Great American Title Agency, Inc.  
Miscellaneous Charges - continued

**H. Dormant Funds / Abandoned Funds Accounts**

Funds will be considered “Dormant” or “Inactive” after twelve (6) months from the closing date of the escrow. Dormant funds can be created by outstanding checks, inactive escrow account, etc.

The following fees will apply to Dormant or inactive accounts:

Initial set-up: **\$25** To be set up and charged when funds become dormant – at 6 months.

Annual Service Fee: **\$50** 1st annual charge to be charged at the end of the 1<sup>st</sup> year after funds are transferred to GAT escheat account.

Termination Fee: **\$25** To be charged at such time as funds are disbursed from GAT’s escheat account.

Initial set-up fee will be collected at 6 months, all other fees will be collected when terminated and/or escheated to the State.

Any remaining funds will be escheated to the State of Arizona and any other states as required by law.

**I. Mobile Homes**

There will be a **\$100** fee charged for transactions which require either transfer of a mobile home title or surrender as part of an Affidavit of Affixture.



Great American Title Agency, Inc.  
Miscellaneous Charges - continued

**J. Release Tracking Fees**

1. There shall be a non-refundable fee of **\$100** to prepare and execute, as Trustee, a deed of release and reconveyance when directed by the beneficiary of a deed of trust. The fee shall be charged only when the service is provided.
2. There shall be a non-refundable fee of **\$100** charged to administer or recover from the lender a release in connection with any deed of trust or mortgage, including releases prepared and recorded pursuant to A.R.S. 33-707. The fee shall be charged only when the service is provided.
3. If paying off multiple loans, multiple tracking charges will be assessed in a number which corresponds to the number of different lenders being paid off.

**K. E-Mail Document Fee**

There will be an E-Mail document processing fee of **\$40 PER FILE** charged for documents received / obtained in this manner. The re-issuance of E-mail documents will not trigger the assessment of another E-Mail processing fee.

**L. UCC Search Fees**

They are considered third party fees so whatever is collected is paid through to the third party.

**M. Resale Escrow - Flat (bundled) Miscellaneous Fee**

A Flat (bundled) fee of **\$250** will be assessed for the following miscellaneous services – courier/overnight, outgoing wires, loan concurrent, E-Mail document. The **\$250** fee will be charged whether each service is included or not and regardless of the number that each of the services are provided.

**N. FIRPTA Processing Fee**

The seller will be charged \$200 when escrow processes transactions subject to FIRPTA and the Internal Revenue Code.