



SURROGATE COURT BOND SPECIALISTS

Probate & Fiduciary Bond Application

Applying for a bond is like applying for credit, therefore, please make sure this information is complete and legible.

Type of Bond: County/State: Case #: Amount: \$
Agent's Name & Contact: Tel. #: Email:
Agent's Address: City: State:
Does the agent have experience with applicant/lawyer's work and can recommend?

Applicant Information

Name: Tel. #:
Address: Mobile #:
City: State: Zip: Email:
Social Security #: Driver's License #: State:
Annual Income: Net Worth: Date of Birth:
Do you own a home? Rent? Other:
Employer/Retired: Position/Previous Position: Length of Employment:
Employer Address: City: State:
Have taken possession of the estate's assets? Has there been a prior bond filed in this estate before?
Relationship to the Decedent/Conservatee/Minor? Share of the estate (Decedent's estates only)?
Have you had a criminal conviction? Lost a civil judgement?
If yes, explain:
Have you or your spouse filed a personal bankruptcy? If yes, when?
Are you indebted to the Decedent/Conservatee? If yes, amount?

Estate Information

Name of Decedent/Conservatee/Minor: Date of Birth of Conservatee/Minor:
Estate Cash: Securities: Real Property:
Other Assets: Annual Income (All sources):
Bank where ESTATE ACCOUNT will be opened:
City: State: Zip:
Where will securities be kept?
(Safe deposit box, Brokerage - Including Name & Address)
Does estate contain an ongoing business? If yes, name?
Type: Will it be continued?
If yes, do you understand you must have a court order to continue business?

Attorney Information

Attorney handling the case: State Bar #:
Law Firm: Tel. #: Fax #: Email:
Address:
City: State: Zip:
Do you understand the first year's bond premium is not refundable?
Do you understand all increases and reduction of the bond must be ordered by the court?
Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety?
Do you understand the bond premium is to be paid annually?
Do you understand you must retain an attorney throughout the administration of this estate?

## Indemnification Agreement - Read Carefully and Sign

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned applicant, principal, and indemnitors (collectively, "Applicant") for themselves, their personal representatives, heirs, successors by the surety ("Surety") and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to the Surety and its co-sureties, re-insurers, and any other company which may execute or renew a bond or bonds at the request of the Surety as follows:

1. Applicant agrees to pay the Surety an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with the Surety's then current premium rates or any minimum earned premium until the Surety shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is furnished to the Surety.
2. Applicant agrees that the Surety may make any credit checks, including consumer and investigative credit checks, it deems necessary.
3. Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
4. Applicant agrees to indemnify and keep indemnified the Surety and its agents and representatives and hold and save them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorney's fee, collection costs and fees, and claims adjusters/monitoring fees which the Surety or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
5. If the Surety shall set up a reserve to cover any liability, claims, suit or judgment under said bond, or shall deem itself insecure, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve or demand and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. If the Surety shall procure any other company or companies to execute or join with it in executing, renewing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of actions against the Applicant to enforce the provisions of this instrument.
7. An itemized statement of payments made by the Surety, sworn to by an officer of the Surety, shall be *prima facie* evidence of the liability of the undersigned to reimburse the Surety for such payments with interests.
8. The Surety in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
10. The undersigned hereby expressly waive notice from the Surety of any claims or demand made against the Surety or the principal under the bond or of any information the Surety may receive concerning the principal, any contract, or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
11. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
12. All obligations of the principal, applicants, and indemnitors to the Surety are due, payable, and performable where venue of any action to enforce this agreement may be brought by the Surety. The Surety shall be entitled to recover all attorney's fees and collection costs (including those of attorneys and adjusters employed by the Surety or its affiliates), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
13. In consideration of the execution by the Surety of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.

### Important Signature Instructions

- If sole owner, applicant must sign as duly authorized representative. Spouse must sign as additional indemnitor below.
- If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign as additional indemnitor below.
- If a corporation the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign as additional indemnitor below.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_  
 Print Applicant Name (Principal's authorized representative) (Title)

\_\_\_\_\_ X \_\_\_\_\_  
 Print Applicant Name (Principal's authorized representative) (Title)

### Additional Indemnitors

Witness: \_\_\_\_\_ X \_\_\_\_\_  
 (Signature) (Print Name)

Witness: \_\_\_\_\_ X \_\_\_\_\_  
 (Signature) (Print Name)