

PROBATE BOND APPLICATION

ADMINISTRATOR EXECUTOR CONSERVATOR GUARDIAN TRUSTEE

| | |
|---|-------------------------------|
| AGENT: | BOND NO.: |
| Applicants Name: _____ | Net Worth: _____ |
| Street Address: _____ | Occupation: _____ |
| City, ST Zip: _____ | Present Employer: _____ |
| How Long at this address? _____ Do you Own or Rent? _____ | (Name & Address) _____ |
| Soc. Sec. #: _____ Phone #: _____ | _____ |
| Drivers Lic. #: _____ Age _____ | How Long Employed Here? _____ |

Bond Amount: _____

| | |
|--|--------------------|
| Attorney Name: _____ | Atty. Ph. #: _____ |
| Firm Name: _____ | |
| Address: _____ | |
| City, ST Zip: _____ | |
| How long has Attorney known Applicant? _____ | |

| | |
|-------------------------|--------------------|
| Title of Court: _____ | Case Number: _____ |
| Address of Court: _____ | |

| | | | | | | | | | | | | | |
|---|----------------------------------|---------------------------------|-------------------|---------------|------------------------|---------------|------------------------|--|--|--|--|--|--|
| Name of Decedent: _____ | Date of Death: _____ | | | | | | | | | | | | |
| Applicants relationship to Deceased: _____ | Estimated share of Estate: _____ | | | | | | | | | | | | |
| Name of Conservatee, Ward, or Trust Beneficiary: _____ Age/D.O.B.: _____ | | | | | | | | | | | | | |
| Address of Conservatee, Ward or Trust Beneficiary: _____ | | | | | | | | | | | | | |
| Applicants relationship to Conservatee, Ward, or Trust Beneficiary: _____ | | | | | | | | | | | | | |
| <table border="0" style="width:100%"> <tr> <td style="width:15%"><u>Estimated Estate Assets:</u></td> <td style="width:15%">Cash</td> <td style="width:15%">Stocks/Bonds</td> <td style="width:15%">Personal Property</td> <td style="width:15%">Real Property</td> <td style="width:20%">Estimated Estate Debts</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> | | <u>Estimated Estate Assets:</u> | Cash | Stocks/Bonds | Personal Property | Real Property | Estimated Estate Debts | | | | | | |
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| | | | | | | | | | | | | | |

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|---|------------|-----------|----------------------------------|
| | <u>YES</u> | <u>NO</u> | Please explain all YES responses |
| Has another bonding company declined this bond? | _____ | _____ | _____ |
| Do you replace a prior fiduciary? | _____ | _____ | _____ |
| Does bond replace a prior bond? | _____ | _____ | _____ |
| Is there a going business in the Estate? | _____ | _____ | _____ |
| Are you indebted to the Estate? | _____ | _____ | _____ |
| Have you had prior custody of assets in any capacity? | _____ | _____ | _____ |
| Will Joint Control be exercised? | _____ | _____ | _____ |

(OVER) PLEASE SIGN ON REVERSE SIDE

INDEMNITY AGREEMENT

In this Agreement, those who sign below (except for the Witnesses) will be referred to as the INDEMNITORS. The Company named on Side one will be referred to as the SURETY.

The INDEMNITORS represent that one, some or all of the INDEMNITORS have asked the SURETY to issue a bond that they, both jointly and severally, have a substantial and beneficial interest in receiving the bond.

In consideration of the SURETY issuing a bond as requested, the INDEMNITORS, both jointly and severally agree:

1. To promptly pay the Bond premiums as they become due, including renewal premiums, until proof satisfactory to the SURETY is furnished of its discharge from liability.
2. To indemnify and hold harmless the SURETY from all losses and expense of whatever kind, including but not limited to, cost of investigation, court costs and attorneys fees (Loss) resulting from the issuance by SURETY of a bond or the enforcement of this Agreement.
3. To deposit with the SURETY such funds as the SURETY, in its sole discretion, deems appropriate to discharge any claim made against the SURETY on any Bond regardless of whether the SURETY has made payment on such claim. These funds may be used by the SURETY to pay such claims or be held by the SURETY as collateral security against loss or expense on any Bond.
4. To regard the loss as proven when the SURETY provides documentation indicative of payment, including but not limited to, copies of claim drafts or checks.
5. To permit the SURETY to conduct such investigations of indemnitors including the examination of assets, books, records and credit history as the SURETY deems appropriate.
6. That the SURETY has no obligation to issue any Bonds at any time and may seek release from any Bond at any time without consequence.
7. That this agreement shall inure to the benefit of the SURETY'S co-sureties and reinsurers.
8. That the validity of this agreement shall not be impaired by, the SURETY shall incur no liability on account of, and the INDEMNITORS need not be notified of: (a) The SURETY issuing the Bond and any renewals thereof. (b) The SURETY'S consent or its failure to consent to changes in the terms, provisions, and/or the obligations of the Bond or the obligations secured by the Bond. (c) The taking, failing to take or releasing of security, collateral and/or assignments. (d) The release by the SURETY of the INDEMNITORS or any one of them. (e) Any information which may come to the attention of the SURETY which may affect its rights and liabilities and/or those of the INDEMNITORS or any one of them.

WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY AND CONSULTED AN ATTORNEY TO THE EXTENT WE BELIEVED NECESSARY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY MANNER LESSEN OUR OBLIGATIONS DESCRIBED HEREIN.

WITNESS: The following signature(s) and seal(s) this _____ day of _____ 20 _____.

Applicant(s) sign below

Witness: _____
_____ Applicant/Indemnitor

Witness: _____
_____ Applicant/Indemnitor

Witness: _____
_____ Applicant/Indemnitor

AGENTS RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Please tell us what you think of the applicant and/or attorney.

AGENCY: _____ SIGNATURE: _____