

Type of Bond: _____ Bond No.: _____
Hearing Date: _____ Amount: \$ _____
County Probate Court and Address: _____ Case No.: _____

Estate Name: _____

Name: _____ Phone No: _____

Address (Address/City/State/Zip): _____

Social Security No.: _____ Date of Birth: _____ Email Address: _____

Driver License No.: _____ State: _____ Net Worth: \$ _____ Annual Income: \$ _____

Do you own a home? Yes No Rent? Yes No Other: _____

Bank Name: _____ Bank Account Number: _____

Are you currently employed? Yes No Employer: _____ Length of employment/ownership: _____

Position/If retired, previous position: _____

If self-employed, explain nature of business: _____

Address (Address/City/State/Zip): _____ Phone No.: _____

What is your relationship to the Decedent, Conservatee, or Minor? _____

What is your share of this estate (Decedent's estate only): _____

Have you had a criminal conviction? Yes No Lost a civil judgment? Yes No For fraud? Yes No

If yes, explain: _____

Have you or your spouse filed personal bankruptcy? Yes No If yes, when? _____

Are you indebted to Decedent/Conservatee? _____ If yes, amount \$ _____

ESTATE INFORMATION

Name of Decedent/Conservatee/Minor: _____

Date of Birth of Conservatee/Minor OR Date of Death of Decedent: _____

Amount of cash in estate: \$ _____ Value of Securities: \$ _____ Value of Real Property: \$ _____

Annual Income (All Sources): \$ _____ Other Assets (List Amount and Value): _____

Number of heirs: _____ Please list the heirs, their relationship to the decedent, and their percentage share: _____

Does estate contain an ongoing business? Yes No If yes, name: _____

Type: _____ Will it be continued? _____

If yes, do you understand the surety will require you to obtain a court order to continue business? Yes No

APPLICANT'S ATTORNEY INFORMATION

Attorney Name: _____ Email Address: _____

Law Firm: _____ Bar No.: _____

Address (Address/City/State/Zip): _____ Phone No.: _____

Yes	No	Do you understand that the first year's bond premium is not refundable?
Yes	No	Do you understand the court must order all increases and reductions to the bond?
Yes	No	Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety?
Yes	No	Do you understand the bond premium is to be paid annually?
Yes	No	Do you understand you must retain an attorney throughout the administration of this estate?

INDEMNITY AGREEMENT - First year's premium is fully earned upon issuance of the bond.

The undersigned ("Applicant") and indemnitors request that the Surety herein applied to ("Surety") and its affiliates, subsidiaries, and reinsurers (hereinafter collectively referred to as the "Company") furnish the above bond and such other bonds that may be required by or on behalf of the Applicant. The undersigned certifies that all the information provided is true and agrees as follows:

1. In consideration of the Surety executing or guaranteeing any bond or bonds and for value received, Applicant hereby covenants, promises, and agrees to pay Surety an annual premium in advance each year during which liability under the bond shall continue in force until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. The Company shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
3. The Applicant and indemnitors, jointly and severally, agree to indemnify and keep indemnified the Company from and against any and all liability, costs, charges, suits, damages, attorney fees and expenses of whatever kind or nature which the Company may at any time sustain or incur, for or by reason, or in consequence of Company having become surety or executing such bond or bonds.
4. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense, or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned.
5. Unless otherwise indicated herein, the bond applied for shall not be applicable to guarantee or insure the Applicant's operation, management, or control of an ongoing business operation.
6. The Company may, at its discretion, impose a "joint control" requirement as a condition of the issuance of the bond to the Applicant.
7. Issuance of a bond to the Applicant is conditioned upon the Applicant's retention of competent legal counsel throughout the duration of any period of time, which the bond is in effect.

"ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signed, sworn to and dated this _____ day of _____, _____.

By: _____
Applicant

X _____

By: _____
(If Applicable:) Spouse

X _____

**PROBATE AND FIDUCIARY
APPLICATION
Commercial Surety**

CREDIT AUTHORIZATION:

Each Applicant or Indemnitor (i) authorizes Surety to obtain information from third parties, including personal credit reports, in connection with Surety's initial and on-going underwriting of any Bonds that Surety considers issuing for any Principal, and (ii) releases Surety from any and all liability relating to same.

NON-BINDING:

The signing of this Application does not bind the Surety to issue, or the Applicants/Indemnitors to purchase, any surety Bonds.

FRAUD NOTICES:

(Not State Specific; see Fraud Notices Applicable in Certain Specific States below): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

APPLICABLE IN ALABAMA, ARKANSAS, ARIZONA, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, RHODE ISLAND, & WEST VIRGINIA: Any person who knowingly (*or willfully in MD*) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (*or willfully in MD*) presents false information in an application for insurance is guilty of a crime and may be subject to restitution, or fines, or confinement in prison, or any combination thereof.

APPLICABLE IN COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA AND OKLAHOMA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (*in Florida, a felony of the third degree*).

APPLICABLE IN KANSAS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY & PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

APPLICABLE IN OREGON: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may commit a fraudulent insurance act, which may be a crime, and which may subject such person to penalties.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA, & WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

APPLICABLE IN OHIO: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.