



Agency Name or Code _____
Producer Name _____

Bond Express – PROBATE/COURT BOND APPLICATION

This application must be **fully completed**, as well as signed, witnessed, and dated by the Applicant and all Indemnitors. If you answer “yes” to any question below, please provide details on a separate page.

THIS IS A LEGAL DOCUMENT - PLEASE TYPE OR PRINT LEGIBLY.

Bond No. _____

Applicant's Name in full (As it should appear on the bond)			Phone: _____	
			Fax: _____	
Applicant's Address (Street Address, City, State and Zip Code)			Email: _____	
			Social Security Number _____	
Applicant's Current Occupation	Years Experience	Type of Bond Required	Amount of Bond \$	Effective Date
Applicant's net worth \$	Fair market value of primary residence \$	Balance of mortgage \$	Prior Surety for this Estate/Conservatorship? <input type="checkbox"/> Yes <input type="checkbox"/> No	
1 Has an application for this bond been declined by another company? <input type="checkbox"/> Yes <input type="checkbox"/> No			Prior Surety for this Principal? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, which surety and why?			If yes, give name and reason for change.	
Has the Applicant or anyone involved professionally or personally:				
a. Had any lawsuits or judgments against them? <input type="checkbox"/> Yes <input type="checkbox"/> No		d. Ever had their license suspended, revoked or denied, or been subject to any legal/administrative proceedings resulting in disciplinary action? <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. Ever failed in business or declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		e. Ever been party to a surety bond claim? <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. Ever been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No		f. Ever been subject to an IRS or state division taxation audit? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Court Name and Address _____				

PLEASE PROVIDE COPIES OF ALL APPLICABLE COURT DOCUMENTS INCLUDING WILLS, PETITIONS, COURT ORDERS, TRUSTS, ETC.

Name of: <input type="checkbox"/> Deceased _____ Date of Death: _____ <input type="checkbox"/> Minor _____ DOB/Age: _____ <input type="checkbox"/> Incompetent* _____ DOB/Age: _____ *Describe condition of ward: _____		Applicant's relationship to Deceased/Minor/Incompetent: Date Appointed: _____	Is the Applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain.	Does the Applicant share in the estate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what %?
Applicant's qualifications for handling estate:		List liabilities of estate or trust:		
List assets of estate or trust: Bonds: _____ Stocks: _____ Real Estate: _____ Cash: _____ Other: _____		Name and Address of Attorney:		
2 Does the estate include an ongoing business? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide a description.		Area of expertise: Will the attorney remain involved throughout the duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is this bond required on the demand of an interested person other than the court? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who?		Are guardianship funds to be used for support of the minor/incompetent? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide copies of monthly expenditures and income.		
Does the presiding court require an annual accounting be filed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is there a will or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy.		
List all heirs and the percentage they share in the estate:		Are there any disputes among the heirs? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details.		
Submission Checklist: <input type="checkbox"/> Wills & Codicils <input type="checkbox"/> Court Papers <input type="checkbox"/> Financial Inventory <input type="checkbox"/> Attorney or Applicant Resume				

AGENT'S RECOMMENDATION

Describe the length and nature of your relationship with the Applicant:

Do you recommend the Applicant for this bond? Yes No

Why?

INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth without reservation, and are made for the purpose of inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows:

Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise: a) to promptly reimburse Company for all sums paid and b) to deposit with Company on demand an amount sufficient to discharge any claim made against the Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the Bond.

Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

Signed this _____ day of _____, _____.



X _____
Witness Sign Here

Print Name

X _____
Applicant Sign Here

Print Name and Social Security Number of Above

ADDITIONAL INDEMNITORS MUST SIGN BELOW

X _____
Witness Sign Here

Print Name

X _____
Indemnitor Sign Here

Print Name and Social Security Number of Above

X _____
Witness Sign Here

Print Name

X _____
Indemnitor Sign Here

Print Name and Social Security Number of Above