



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. \_\_\_\_\_

1

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

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

2

Name of: Deceased _____ Date of Death: _____ Minor _____ DOB/Age: _____ 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? Yes No If yes, please explain.	Does the Applicant share in the estate? Yes 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:  Area of expertise:		
Does the estate include an ongoing business? Yes No If yes, please provide a description.		Will the attorney remain involved throughout the duration of this estate? Yes No		
Is this bond required on the demand of an interested person other than the court? Yes No If yes, who?		Are guardianship funds to be used for support of the minor/incompetent? Yes No If yes, please provide copies of monthly expenditures and income.		
Does the presiding court require an annual accounting be filed? Yes No		Is there a will or trust? Yes 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? Yes No If yes, provide details.		
Submission Checklist:      Wills & Codicils      Court Papers      Financial Inventory      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

X \_\_\_\_\_
Applicant Sign Here

Print Name

Print Name and Social Security Number of Above

ADDITIONAL INDEMNITORS MUST SIGN BELOW

X \_\_\_\_\_
Witness Sign Here

X \_\_\_\_\_
Indemnitor Sign Here

Print Name

Print Name and Social Security Number of Above

X \_\_\_\_\_
Witness Sign Here

X \_\_\_\_\_
Indemnitor Sign Here

Print Name

Print Name and Social Security Number of Above