

COURT BOND APPLICATION

1. **TYPE OF BOND:** _____ **ADMINISTRATOR/PROBATE** _____ **GUARDIAN** _____
OTHER

2. **IN THE MATTER OF :** _____ (Name of deceased or minor/ward
or other)

County and Court Docket Number: _____

Date of Death or Guardianship Appointment: _____ SS # of Deceased/Ward/Minor/Other: _____

3. **BOND AMOUNT:** _____ **DESIRED EFFECTIVE DATE:** _____

4. **ASSETS & LIABILITIES OF ESTATE OR WARD/MINOR OR OTHER** (i.e. cash, bank accounts,
retirement accounts, real estate and list liabilities i.e. credit card, mortgage, and identify each with full name,
address and account number; attach additional sheet if necessary)

5. **LIST OF HEIRS OR FAMILY MEMBERS OF WARD AND THEIR CURRENT ADDRESSES:**

_____ (attach additional sheet if necessary)

6. **APPLICANT/PRINCIPAL'S INFORMATION:**

NAME: _____

ADDRESS: _____

Date of Birth: ___/___/___ Marital Status: _____ Social security #: _____

Relationship to #2 _____

Email: _____ Phone # () _____ - _____ Cell # () _____ - _____

Driver's License Number and State: _____

Spouse's Name and Social Security #: _____

Is the Applicant indebted to the Estate or Ward? _____ Y _____ N

Employer and Address: _____

Prior Year Income: \$ _____ Bank Account Balances: \$ _____

7. **HAS APPLICANT/ PRINCIPAL EVER FILED BANKRUPTCY** _____ Y _____ N

8. **HAS APPLICANT/PRINCIPAL EVER HAD A CRIMINAL CONVICTION?** _____ Y _____ N

9. **ARE THERE ANY UNRESOLVED LAWSUITS INVOLVING APPLICANT/PRINCIPAL OR SPOUSE OR ANY UNPAID
JUDGMENTS OR LIENS AGAINST APPLICANT/PRINCIPAL OR SPOUSE, INCLUDING JUDGMENTS OR LIENS IN
FAVOR OF ANY TAX AUTHORITY (LIKE IRS), ANY STATE AGENCY, OR FOR CHILD SUPORT?** _____ Y _____ N

10. **ARE THERE ANY DISPUTES OR CIVIL LITIGATION ANTICIPATED IN THIS MATTER?** _____ Y _____ N

11. **NAME AND ADDRESS OF ATTORNEY FOR THIS MATTER:**

Phone Number: _____ Email: _____

Will the attorney remain involved throughout the duration of the matter? _____ Y _____ N

Will a special needs trust be created? _____ Y _____ N

12. **HAS ANY SURETY DENIED APPLICATION FOR THIS BOND OR IS THIS A REPLACEMENT BOND OR AN ADDITIONAL
BOND?** _____ Y _____ N

*****PLEASE ATTACH ANY COURT PAPERS, DEATH CERTIFICATE, APPOINTMENT, FINANCIALS***
MATTERS REQUIRE FAMILY ATTORNEY IF BOND AMOUNT IS IN EXCESS OF \$40,000.00**

Fraud statement:

Applicant: I understand a person that makes fraudulent statements to any insurance Company, or where a person files an application for insurance or bonds or files a statement of claim containing any false information, or conceals for the purpose of misleading, information concerning any material fact in obtaining bonds may be subject to criminal prosecution.

X _____ Date: _____
Signature

INDEMNIFICATION AGREEMENT—READ CAREFULLY AND SIGN

Each of the Undersigned authorizes Service Insurance Company (the “Company”) to investigate the statements above and to check their credit with any creditors or lending institutions. Each of the Undersigned acknowledges that the answers in this Application are made to induce the Company to execute or continue certain bonds or undertakings, and shall be deemed to have done so irrespective of any investigation undertaken or which may have been able to have been undertaken by the Company. In consideration of the execution of the bond by the Company, each of the Undersigned hereby agrees:

1. To pay to the Company without prior notice or demand: (a) The premium or premiums determined by the Company on said bond(s), and the renewal premium due on each annual anniversary date of every bond issued by the Company; and (b) A sum of money to cover the costs of any investigation, claim adjustment expense, liability, claim, suit, or Judgment against said bond, and any legal fees or expense incurred by the Company in connection therewith, procuring or attempting to procure the discharge of the bond or its release from liability under the bond, or in an attempt to recover losses or expenses from any person or party, whether or not the Company has paid out any or all of such sums; and (c) All sums required to indemnify the Company and hold the Company harmless from and against and to pay any and all liability, damages, loss, costs and expenses of kind and nature, including attorney’s fees which the Company may sustain or incur in consequence of having executed said bond or enforcing the terms of this Agreement against any of the Undersigned, or in procuring or attempting to procure its release from liability under said bond. It is understood and agreed that the premium for this bond is fully earned upon issuance and again on each annual anniversary of its issuance and is not refundable thereafter on any basis during the year of coverage, even if the bond is discharged or cancelled during the year. This Agreement shall apply to all renewals, continuations, substitutions, and extensions of the suretyship herein applied for.
2. The Company shall have the exclusive right to determine (a) whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed, and (b) to incur such expenses in handling a claim as it deems necessary or advisable, including legal services, and its determination as to the necessity, advisability and cost of such expense shall be final and conclusive on the Undersigned. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be *prima facie* evidence of the fact and extent of the obligation of each of the Undersigned to the Company. The Company may procure its release from said suretyship under any law for release of sureties without liability to its Principal for any damages he or she may sustain therefrom.
3. Until the Company has been furnished with conclusive evidence of its discharge without loss from the bond, and until it has been fully indemnified as provided hereunder, it shall have the right to free access to the records of the Undersigned for the purpose of examining and copying them. Each of the Undersigned hereby authorizes any third party, including depositories, to furnish the Company with any information requested by the Company.
4. The Company may, at its option, file or record this document as a security agreement or as part of a financing statement or as a notice of its prior interest and assignment of all present and future proceeds of all personal property of the Undersigned under the provisions of the Uniform Commercial Code or any other similar statute, but that the failure to do so shall not release or impair any of the obligations of the Undersigned hereunder and this document shall nonetheless operate to impose a lien as against all property of each of the Undersigned to the fullest extent of all obligations to the Company.
5. Each of the Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Company or its designee as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights, powers, privileges conferred upon them by the appointment of them, or any of them, by any Court Order or non-judicial instrument, issued in connection with the subject matter of the bond, and to make, execute, and deliver any instrument, document, assignment, and endorsement. The Undersigned hereby ratifies and affirms all actions taken by the Company or its designee as attorney-in-fact. This power of attorney is irrevocable and is coupled with and interest and shall survive the subsequent disability or legal incapacity of any or all of the Undersigned.
6. The obligations of the Undersigned are joint and several. The Company may bring separate suits hereunder against any or all of the Undersigned as causes of action may accrue. The Company need not proceed first or at all against the Principal. Each of the Undersigned warrants that he/she/it is specifically and beneficially interested in the obtaining of the bond, that each has a substantial, material and beneficial interest in Principal obtaining the bond, and that neither the Principal nor spouse independently satisfied the Company’s credit standards. Each of the Undersigned warrants the validity of the signatures of each of the others signing below.
7. To the fullest extent of the law, each of the Undersigned waive the right to interpose any defense, including set-off or counterclaim of any nature in any action pursued by the Company. Each of the Undersigned agrees that service of process may be made on any one of them and will be effective as to all of them. Each further agrees that service of process on all of them may be made by serving the attorney who has represented any of them in connection with the matter resulting in the bond.
8. **EACH OF THE UNDERSIGNED EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION WITH SERVICE INSURANCE COMPANY, WAIVES APPLICATION OF THE ENTIRE CONTROVERSY DOCTRINE OR SIMILAR DOCTRINE OF MANDATORY JOINDER OF PARTIES OR CLAIMS, AND WAIVES APPLICATOIN OF ANY STATUTE OF LIMITATION AFFECTING THE COMPANY’S RIGHT TO COMMENCE LEGAL ACTION AGAINST THEM, OR ANY OF THEM UNDER THIS AGREEMENT.**
9. This Instrument may not be changed or modified orally. No change or modification shall be effective unless specifically agreed in writing by each party against whom enforcement is sought. The Company’s failure to act to enforce any or all of its rights shall not be deemed a waiver of any of such rights. If any provision or portion of this Instrument shall be deemed unenforceable, the Instrument shall not be void, but shall be construed and enforced as though such provision were omitted. This Instrument shall be liberally construed so as to protect, exonerate and indemnify the Company.
10. If a claim is made against the Company, or if the Company deems it is necessary to establish a reserve for potential claims, and upon demand from the Company, the Undersigned shall deposit with the Company cash or property acceptable to the Company, as collateral security, in sufficient amount to protect the Company with respect to such claim or potential claims and any expense or attorney’s fees. Such collateral may be held by the Company until it has been fully reimbursed for all loss, expense and attorney’s fees. Failure to do so shall be a default of this Instrument.

In consideration of the execution by the Service Insurance Company of the suretyship herein applied for, each of the Undersigned, jointly and severally, for themselves and binding their respective heirs and successors, agrees to be bound by all the terms of the foregoing indemnity agreement.

X _____	X _____	X _____	X _____
Witness	Applicant/Indemnitor	Witness	Applicant/Indemnitor
Print Name:	Print Name:	Print Name:	Print Name:

Acknowledgement

State of _____; County of _____ SS: On this ____ day of _____, 20____, before me personally appeared _____ and _____, each known to me to be the individual who executed the foregoing instrument, and acknowledged that (s)he executed same as her/his act and deed.

_____ Notary Public