

ACE BOND APPLICATION

Bond No.
Amount \$
Premium \$
Agent

- Indemnity Insurance Company of North America

APPLICATION FOR PROBATE BOND
 (Administrator, Executor, Guardian, etc)

• **GENERAL INFORMATION** •

Type of Bond: Administrator Executor Guardian Other _____
 If Guardian, is ward Incapacitated Minor - age

Applicant's Name and Address:	Applicant's Social Security No:
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Applicant's Phone Numbers: Home: (____) _____ Business: (____) _____ Fax: (____) _____	Type of Occupation/Business:
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Obligee's Name and Address:
 (Court where bond is to be filed)

Bond Amount \$	Effective Date:	Estimated Net Worth of Applicant \$
Date of Appointment:	Date of Death:	

Have you applied to any other surety company for this bond? Yes No
 Have you previously been bonded by another surety? Yes No
 If so, give full particulars: _____
 Have you ever failed in business? Yes No
 Are there any judgments against you or suits pending? Yes No

Name, Address & Age of <input type="checkbox"/> Minor <input type="checkbox"/> Incapacitated	Name of Deceased:
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Applicant's relationship to deceased or ward(s):	Will joint control be exercised? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? (include relationship)
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Assets of the estate or trust (describe):
 Cash \$ _____ Stocks & Bonds _____ Other _____

Is a Trust created by a Will? Yes No

What is **Applicant's** share of the estate? _____ %

Is **Applicant** indebted to the estate? Yes No

If yes, state amount \$ _____ : How secured?

Is there a going business? Yes No:

If yes, state nature and proposed disposition of it (attach copy of court order)

Name, Address & Phone Number of Attorney:

IMPORTANT -- INDEMNITY AGREEMENT MUST BE COMPLETED AND SIGNED

The undersigned hereby represent(s) that the statements contained in this application are true and were made without reservation as an inducement to any one or more of the Companies named above, as the case may be, (hereinafter called Company) to execute the bond applied for herein or procure other Surety, upon its full or partial indemnity on the bond, or any successory bond, and for any continuation thereof, and hereby agree(s) with the Company, its successors and assigns, should the Company execute said bond, as follows:

1. To pay the Company in advance the initial premium of \$ _____ and thereafter pay in advance such additional premiums as may become due until the Company is legally discharged and released of all liability under said bond and evidence of such discharge and release satisfactory to it is delivered to the Company.

2. That the undersigned shall indemnify the Company from and against all claims, demands, losses, liability, damages (including punitive and exemplary), costs, charges, attorneys' fees, expenses, suits, orders, judgments, or adjudications whatsoever which the Company may at any time sustain or incur or be put to by reason or in consequence of the Company's having executed or procured the execution of said bond, increasing or having increased the bond penalty by rider, making any investigation on account of said bond, defending or prosecuting any action, suit or other proceeding which may be brought in connection therewith or in connection with any judicial proceeding referred to in the application, enforcing any of the agreements contained herein, procuring a release from said bond, or cancelling said bond in accordance with any cancellation provision therein contained.

3. That the Company shall have the right and is hereby authorized, but not required, to pay, adjust, settle or compromise any claim, demand, suit or judgment upon said bond or in connection with any judicial proceeding referred to in the application, and the voucher or other evidence of such payment, adjustment, settlement or compromise, whether the Company was liable therefor or not, shall be prima facie evidence of the fact and extent of the liability of the undersigned.

4. That in the event the Company is required to reserve from its assets an amount to cover any claim, demand, liability, expense, suit, order, judgment or adjudication by reason of a breach or default of the said bond or in connection with any judicial proceeding referred to in the application, the undersigned will immediately on demand deposit with the Company in current funds an amount equal to such reserve as collateral security to be held by the Company for its indemnification without derogation of any other rights to indemnity afforded by this instrument.

5. That separate suits may be brought to recover hereunder as causes of action shall accrue and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

6. That if the said bond covers the replacement of lost securities, and said securities ever come under the undersigned's control or possession, the undersigned will at its own cost and expense deliver or cause said securities to be delivered to the Company.

7. That it is expressly understood and agreed by the undersigned that any and all other rights which the Company may have or acquire against the undersigned and/or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Company under this agreement.

8. That in the event the Company executes the bond with cosurety or cosureties or reinsurers all or any part of the bond, all the terms and provisions of this agreement shall apply and operate for the benefit of such cosureties and such reinsurers, as their interests may appear.

9. That these covenants shall be jointly and severally binding upon the undersigned, their respective heirs, executors, administrators, successors, and assigns.

Signed, sealed and dated this _____ day of _____, 19 _____.

Principal

By: _____

By: _____

Witness or Attest

(Title)

ADDITIONAL INDEMNITY AGREEMENT

In consideration of the Company to whom application is made executing the bond or instrument herein applied for, the undersigned join or joins in the foregoing agreement, and agree or agrees to be jointly and severally bound thereunder, and by all of the terms, covenants, and conditions thereof; and if a corporation or a partnership, the undersigned admits and declares that it has a material, substantial and financial interest in the performance of the obligation which the bond or instrument applied for is given to secure, or in the execution of the bond or instrument applied for, and asserts that it is fully empowered to obligate itself hereby.

By: _____

By: _____

Witness

Indemnitor

By: _____

By: _____

Witness

Indemnitor

By: _____

By: _____

Witness

Indemnitor

Personally appeared before me the above named individuals. Sworn (or affirmed), subscribed to and acknowledged before me the date and year first above written.

By: _____

Notary Signature (SEAL)