

CIVIL BOND APPLICATION

INSTRUCTIONS

Option 1 — Email or Fax

Complete all pages of the application.

Email completed application to: info@southwestbonding.com

-OR-

Fax to: 817-796-2637

Option 2 — Online

Apply for your probate bond online at:

www.southwestbonding.com/civil-bond-application

Civil Bonds Include

- Writ of Attachment Bonds
- \cdot Receivers
- Injunctions
- Temporary Protective Orders
- Temporary Restraining Orders
- \cdot Release of Mechanics Liens
- $\cdot \, \text{And More}$

NEED HELP?

Call us between the hours of 8:30am-4:30pm CST

(817) 509-1511

Or email us at: info@southwestbonding.com



CIVIL COURT BOND APPLICATION

Email completed application to info@southwestbonding.com. Or Fax to 817-796-2637

| Type of Bond/Undertaking | Amount |
|--------------------------|--------------|
| Hearing Date | Case No |
| Name of Court | Code Section |

* Include a copy of your court order and/or judgement for the bond.

Copies of other court documents as well as financial statements may be required.

Attorney Info _____ SBN ___ Name of Your Attorney ____ Law Firm Phone Number _____ Email Address _____ Address _____ State _____ Zip Code ____ City ____ **Principal Info** Name Email Address Phone Number _____ Address ____ _____ State _____ Zip Code ___ City ____ Complete this section <u>if the Principal is an Individual</u> Social Security Number _____ Drivers License # ___ _____ State _____ Date of Birth Your Net Worth **Position** (If retired, previous position) _____ Employer ____ If Self Employed, Nature of Business Address ____ _____ State ___ City ____ _____ Zip Code ___ _____ Length of Employment/Ownership ____ Phone Number — Do you own a home? _____ Do you rent? _____ Other (explain) _____ Complete this section if the Principal is a Legal Entity Nature of Business ____ _____ Tax ID Number ___ Names of all Business Owners, Residence Addresses and Social Security Numbers: (Business Owner Name) (Residence Address) (Social Security Number)



CIVIL COURT BOND APPLICATION

INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

(This field for Southwest Bonding admin only.)

In consideration of _

_____ referred to hereafter as "Surety" issuing the bond applied for,

the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

- (1) To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
- (2) To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
- (3) The Surety or its representatives 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. Privacy Notice: All non-public personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
- (4) The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
- (5) 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. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
- (6) Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
- (7) The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
- (8) Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

The Applicant and each Indemnitor agrees that this document and all bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State Legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulated electronic commerce. Any person who includes false or misleading information in an application for an insurance policy is subject 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).

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

IMPORTANT SIGNATURE INSTRUCTIONS

If an individual or sole owner, applicant must sign as duly author ized representative. Spouse must sign personal indemnity below. If a general partnership, managing member must sign as duly authorized representative. If a corporation, an officer must sign as the authorized representative.

| Signed, sworn to and dated this | | of, | |
|---------------------------------------|------------------|--|--------|
| | (Day) | (Month) | (Year) |
| Entity Name | | | |
| (Print entity name exactly as it appe | ars on the bond) | | |
| Applicant Name & Title | | Applicant Signature X | |
| ADDITIONAL INDEMNITORS (IF REQUIRE | D): | | |
| | - | | |
| Applicant Name & Title | | Applicant Signature X | |
| Applicant Name & Title | | Applicant Signature X Applicant Signature X | |