

# **PROBATE 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/probate-bond-application

#### Probate Bonds Include

- Executors
- Administrators
- $\cdot$  Guardianships
- Trusts
- $\cdot$  Receivers
- 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

**Email** completed application to info@southwestbonding.com

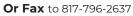
**Or Fax** to 817-796-2637



### **PROBATE BOND APPLICATION**

If any info in this first section is unknown, leave blank.

Type of Bond	Amount						
Hearing Date	Court / County		Case No				
Estate Name							
	Persor	nal Informa	tion				
Name							
Address							
			Zip Code				
-			Email				
			State				
Your Net Worth			Date of Birth				
Employer / Retired	Po	<b>osition</b> (If retire	d, previous position)				
			Length of Employment				
Address							
			Phone #				
Do you own a home?	Rent?	Other					
Have you ever taken possession	of any of the estate's	assets?					
Has there been a prior bond filed	in this estate before	?					
What is your relationship to Deco	edent/Ward/Minor? _						
What is your share of this estate	(Decedent's estate o	nly)?					
Have you had a criminal conviction	on?	L	ost a civil judgement?				
If yes to either of two above, exp	lain						
Have you or your spouse filed personal bankruptcy? If Yes, when?							
Are you indebted to Decedent/Ward?			If Yes, amount?				
		state Info					
Name of Decedent/Ward/Minor			Date of Birth (Ward/Minor)				
Estate Cash \$	Securities S	\$	Real Property \$				
Other Assets \$		Annual Inc	ome (All Sources) \$				
FDIC Insured Bank (where ESTATE	ACCOUNT will be open	ed)					
City	State	2	Zip Code				
Where will securities be kept? (N	ame of safe deposit box	or brokerage) —					
Address							
City	State		Zip Code				
Does estate contain an ongoing	ousiness?	If Ye	es, Business Name				
Type of Business Will the business be continued?							
If Yes, do you understand you mu	ist have a court orde	r to continue b	usiness?				





### **PROBATE BOND APPLICATION**

Attorney Info					
Law Firm					
Name of Your Attorney					
Email	Phone	Fax			
Address					
City	State	Zip Code			
	Agreements	<b>i</b>			
5 1	wered in the affirmative, " <b>Yes</b> ", to confirm th <b>questions below, please call us at (817) 509</b>	at you understand and agree. <b>-1511</b> for clarification before signing the indemnity agreement.			
Do you understand that the fir	st year's bond premium is not refund	lable?			
Do you understand all increase	s and reductions of the bond must b	e ordered by the court?			
Do you understand the bond is in e	fect until a final discharge is signed by the	e judge and a copy delivered to the surety?			
Do you understand the bond p	remium is to be paid annually?				
Do you understand you must re	etain an attorney throughout the adr	ninistration of this estate?			
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### **Court Order and/or Judgement**

\* 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.



### **PROBATE BOND APPLICATION**

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

#### **Indemnity Agreement**

INDEMNITORS ACKNOWLEDGE AND AGREE THAT: THE FIRST YEAR PREMIUM IS FULLY-EARNED WHEN THE BOND IS ISSUED EVEN IF THE BOND IS SUBSEQUENTLY REDUCED OR TERMINATED DURING THE FIRST YEAR. IF A BOND IS REDUCED OR TERMINATED DURING THE SECOND OR SUBSEQUENT YEAR AFTER A RENEWAL PREMIUM IS PAID, THE RENEWAL PREMIUM SHALL BE ADJUSTED PRO RATA UPON REDUCTION OR TERMINATION.

The Indemnitors represent that all statements made in this Application and in any Application Supplement are true and made without reservation to induce the Surety and its successors, assigns, co-sureties and reinsurers, severally not jointly, and/or for which surety business is underwritten by the Surety to extend surety credit in any manner, included but not limited to providing or having provided requested Bond(s).

#### Indemnitors hereby agree as follows:

(1) to pay all premiums when due;

- (2) to deliver evidence satisfactory to Surety, of the release of all liability;
- (3) to exonerate and Indemnify Surety from and against all claims, losses, liability damages of any type (including punitive damages), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in connection with the extension of surety credit, including the enforcement of the agreements contained herein (collectively "LOSS");
- (4) that Surety shall have the right, at its sole discretion, to pay, adjust, settle or compromise any LOSS and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the Indemnitors' liability;
- (5) to pay the Surety immediately upon demand, in the amount Surety deems necessary to protect the Surety from any LOSS or potential LOSS, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any LOSS or in reimbursement to Surety for payment of same;
- (6) that Indemnitors hereby authorize Surety to investigate statements made herein and to check credit with creditors, credit reporting agencies and/or lending institutions, and further authorize any present or former employer, or any other person, firm or corporation, to furnish information concerning Indemnitors in connection with the Surety's extension of surety credit and with Indemnitors' compliance with obligations hereunder and under any bond or underlying obligation, and Indemnitors hereby release any of the aforementioned from liability in consequence of furnishing or disclosing such information;
- (7) that Surety may bring separate suits to recover hereunder as causes of action shall accrue and that the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising;
- (8) that any and all other rights which Surety may have or acquire against Indemnitors under other or additional agreements (along with this Agreement collectively "INDEMNITY") related to the extension of surety credit, shall be in addition to and not in lieu of the rights afforded Surety under this Agreement;
- (9) that if Surety executes any Bond(s) with any co-surety or reinsures all or any part of Bond(s), that all the terms of this agreement shall apply and operate for the benefit of such co-surety and reinsurer, as their interest may appear;
- (10) that these covenants shall be jointly and severally binding upon Indemnitors, their respective heirs, executors, administrators, successors and assigns;
- (11) that Surety shall have the right to decline to issue or to cancel Bond(s) at any time, free of claim for loss or damage by Indemnitors, and Surety shall be under no obligation to disclose its reasons therefore, the provision of any law to the contrary being hereby waived;
- (12) that the exercise , delay of or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude Surety's simultaneous or subsequent exercise or constitute any waiver of such or other rights, remedies or power;
- (13) if any Bond(s) relate(s) to the assets of an estate, Indemnitors will provide reasonable access to all records concerning the estate and upon request shall provide a written report of the condition of the estate.

Furthermore, Indemnitors grant, assign, pledge and convey to Surety as security, a lien against and a security interest in and to Indemnitors' interest, title and rights in the proceeds of any insurance policy affording coverage for all or part of any bonded obligation, and in contracts or obligations (and all proceeds thereof without limitation) that grow in any manner whatsoever as a result of the extension of the Surety credit. While the lien and security interest are effective immediately, Surety may exercise its remedies with respect to such, only in the event: a) Indemnitors' failure to fulfill any obligation whatsoever for which i) bond(s) are provided; ii) contained in any bond(s); iii) contained within any INDEMNITY agreement with the surety; and b) any assignment by Indemnitors for the benefit of creditors or any agreement or proceeding of liquidation, receivership or bankruptcy whatsoever. Indemnitors hereby authorize Surety to file any such financing statement, as Surety deems necessary or appropriate to perfect the liens and security interest granted herein.

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

Date Signed	Day	Month	Year
Indemnitor Nam	le		
Indemnitor Sign	ature X		