

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
- Guardianships
- Trusts
- 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

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 _____

Personal Information

Name _____

Address _____

City _____ **State** _____ **Zip Code** _____

Phone # _____ **Mobile #** _____ **Email** _____

Social Security # _____ **Drivers License #** _____ **State** _____

Your Net Worth _____ **Annual Income** _____ **Date of Birth** _____

Employer / Retired _____ **Position** (If retired, previous position) _____

If Self Employed, Nature of Business _____ **Length of Employment** _____

Address _____

City _____ **State** _____ **Zip Code** _____ **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 Decedent/Ward/Minor? _____

What is your share of this estate (Decedent's estate only)? _____

Have you had a criminal conviction? _____ **Lost a civil judgement?** _____

If yes to either of two above, explain _____

Have you or your spouse filed personal bankruptcy? _____ **If Yes, when?** _____

Are you indebted to Decedent/Ward? _____ **If Yes, amount?** _____

Estate Info

Name of Decedent/Ward/Minor _____ **Date of Birth (Ward/Minor)** _____

Estate Cash \$ _____ **Securities \$** _____ **Real Property \$** _____

Other Assets \$ _____ **Annual Income (All Sources) \$** _____

FDIC Insured Bank (where ESTATE ACCOUNT will be opened) _____

City _____ **State** _____ **Zip Code** _____

Where will securities be kept? (Name of safe deposit box or brokerage) _____

Address _____

City _____ **State** _____ **Zip Code** _____

Does estate contain an ongoing business? _____ **If Yes, Business Name** _____

Type of Business _____ **Will the business be continued?** _____

If Yes, do you understand you must have a court order to continue business? _____

PROBATE BOND APPLICATION

Attorney Info

Law Firm _____

Name of Your Attorney _____

Email _____ Phone _____ Fax _____

Address _____

City _____ State _____ Zip Code _____

Agreements

The following questions must be answered in the affirmative, "Yes", to confirm that you understand and agree.
If you do not understand any of the questions below, please call us at (817) 509-1511 for clarification before signing the indemnity agreement.

Do you understand that the first year's bond premium is not refundable? _____

Do you understand all increases and reductions of the bond must be ordered by the court? _____

Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety? _____

Do you understand the bond premium is to be paid annually? _____

Do you understand you must retain an attorney throughout the administration of this estate? _____

Do you understand in an Independent Administration, a filed Closing Report will be required to release your bond? _____

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.

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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 Name _____

Indemnitor Signature X _____