



Your Bonding Resource Center!

Probate And Fiduciary Bond Application

SUBMISSION INSTRUCTIONS:

- 1) Please fill out the form completely.
- 2) Please read our Privacy Policy at:
<http://www.southwestbonding.com/privacy.html>
- 3) Use one of the following options to send your application to Southwest Bonding:
 - a) Email your application to Jacki Layfield at: info@southwestbonding.com
 - b) Fax your application to Jacki Layfield at: (817) 796-2637
- 4) We will respond to your request Monday–Friday within 24 hours of receiving your application.

If you have any other questions, please feel free to contact us at our Texas location:

Texas

300 Burnett Street #127
Fort Worth, TX 76102
Phone: (817) 509-1511
Fax: (817) 796-2637
info@southwestbonding.com

San Diego

401 West A Street #2230
San Diego, CA 92101
Phone: (619) 231-9522
Fax: (619) 231-9545
sandiego@bondservices.com

Orange County

2700 N. Main St. #1105
Santa Ana, CA 92705
Phone: (888) 558-3007
Fax: (714) 558-8297
orangecounty@bondservices.com

Los Angeles

523 West 6th St. #242
Los Angeles, CA 90014
Phone: (213) 628-2970
Fax: (213) 628-2977
losangeles@bondservices.com

Inland Empire

290 W. Orange Show Rd. #109
San Bernardino, CA 92408
Phone: (909) 890-1409
Fax: (909) 890-4282
sanbernardino@bondservices.com

San Jose

55 South Market St. #1060
San Jose, CA 95113
Phone: (408) 998-5056
Fax: (408) 279-3160
sanjose@bondservices.com

Bay Area / Concord

724 Ferry St.
Martinez, CA 94553
Phone: (925) 370-2330
Fax: (925) 370-2339
norcal@bondservices.com

Sacramento

7221 South Land Park Dr.
Sacramento, CA 95831
Phone: (916) 424-0435
Fax: (916) 424-0437
sacramento@bondservices.com

Arizona

20325 N. 51st Ave. #134
Glendale, AZ 85308
Phone: (623) 362-0601
Fax: (623) 362-2218
az@bondservices.com

Type of Bond: _____ Bond No: _____
Amount: _____
Hearing Date: _____ Case No: _____
Estate Name: _____
Name: _____ Tel. #: _____
Address: _____ Mobile #: _____
City: _____ State: _____ Zip: _____ Email: _____
Social Security No. _____ Driver's License #: _____ State: _____
Your Net Worth: _____ Date of Birth: _____
Employer/Retired: _____ Position/Previous Position: _____
Address: _____ City: _____ State: _____ Zip: _____
Tel # (____) _____ Length of Employment: _____
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/Conservatee/Minor: _____
What is your share of this estate (Decedent's estate only): _____
Have you had a criminal conviction? _____ Lost a civil judgment? _____
If yes, explain: _____
Have you or your spouse filed personal bankruptcy? _____ If yes, when? _____
Are you indebted to Decedent/Conservatee? _____ If yes, amount \$: _____

ESTATE INFORMATION

Name of Decedent/Conservatee/Minor: _____
Date of Birth of Conservatee/Minor: _____
Estate Cash: _____ Securities: _____ Real Property: _____
Other Assets: _____ Annual Income (All Sources) \$: _____
Bank where ESTATE ACCOUNT will be opened: _____
City: _____ State: _____ Zip Code: _____
Where will securities be kept? _____
(Safe deposit box, Brokerage – Including Name & Address)
Does estate contain an ongoing business? _____ If yes, name: _____
Type: _____ Will it be continued? _____
If yes, do you understand you must have a court order to continue business? _____

ATTORNEY INFORMATION

Attorney handling this case: _____ Law Firm: _____
Phone: _____ Fax: _____ Email: _____
Address: _____
City: _____ State: _____ Zip code: _____

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? _____

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

INDEMNITY AGREEMENT

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 the requested Bond and such other Bond or Bonds as may now or hereafter be required by or on behalf of the Indemnitor.

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.

Signed this _____ day of _____ 20_____

By: _____ Indemnitor