

PROBATE BOND APPLICATION

INSTRUCTIONS

Option 1 — Email or Fax

Complete all pages of the application.

Email completed application to: probateapp@bondservices.com

-OR-



Fax to: 619-231-9545

Option 2 — Online

Apply for your probate bond online at:

www.bondservices.com/probate-bond-application

Probate Bonds Include

- Executors
- Administrators
- Guardianships
- Trusts
- Conservatorships
- · And More

NEED HELP?

Call us between the hours of 9am-4pm PST

San Diego

Phone: (619) 231-9522 Fax: (619) 231-9545 sandiego@bondservices.com

Inland Empire

Phone: (909) 890-1409 Fax: (909) 890-4282 sanbernardino@bondservices.com

Sacramento

Phone: (916) 424-0435 Fax: (916) 424-0437 sacramento@bondservices.com

Orange County

Phone: (888) 558-3007 Fax: (877) 558-8297 orangecounty@bondservices.com

San Jose

Phone: (408) 998-5056 Fax: (408) 279-3160 sanjose@bondservices.com

Texas

Phone: (817) 509-1511 Fax: (817) 796-2637 info@southwestbonding.com

Los Angeles

Phone: (213) 628-2970 Fax: (213) 628-2977 losangeles@bondservices.com

Bay Area / Concord

Phone: (925) 370-2330 Fax: (925) 370-2339 norcal@bondservices.com

Arizona

Phone: (623) 362-0601 Fax: (623) 362-2218 az@bondservices.com



PROBATE BOND APPLICATION

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

Type of Bond		Am	ount
Hearing Date	Court / County		Case No
Estate Name			
	Personal I	nformatio	n
Name			
Address			
City	State		Zip Code
Phone #	Mobile #		Email
Social Security #	Drivers Licer	se #	State
Your Net Worth	Annual Incom	e	Date of Birth
Employer/Retired	Positio	n (If retired, p	revious position)
If Self Employed, Nature of E	Business		Length of Employment
Address			
City	State Zip	Code	Phone #
Do you own a home?	Rent? Otl	ner	
lave you ever taken possess	sion of any of the estate's asse	ts?	
las there been a prior bond	filed in this estate before?		
What is your relationship to	Decedent/Conservatee/Minor	?	
What is your share of this es	state (Decedent's estate only)?		
lave you had a criminal con	viction?	Lost	a civil judgement?
f yes to either of two above	, explain		
Have you or your spouse file	ed personal bankruptcy?		If Yes, when?
Are you indebted to Decede	nt/Conservatee?		If Yes, amount?
	Estat	te Info	
Name of Decedent/Conserva	atee/Minor		Date of Birth
Estate Cash \$	Securities \$		Real Property \$
Other Assets \$	A	Annual Income (All Sources) \$	
FDIC Insured Bank (where <u>ES</u>	TATE ACCOUNT will be opened) _		
City	State		Zip Code
	t? (Name of safe deposit box or bro		-
	(- ,	
	State		
_	oing business?		_
		-	
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Email completed application to probateapp@bondservices.com **Or Fax** to (619) 231-9545



Attorney Info				
Law Firm				
Name of Your Attorney				
Email	Phone	Fax		
Address				
City	State	Zip Code		
	Agreements			
Please answer in the affirmative, "	Yes ", to confirm that you understand and agree.			
Do you understand that the	first year's bond premium is not refunda	able?		
Do you understand all increases and reductions of the bond must be ordered by the court?				
Do you understand the bond is in	n 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 undougtand you must	rotain an attornov throughout the adm	inistration of this astato?		

Or Fax to (619) 231-9545



PROBATE BOND APPLICATION

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	ne		
Indemnitor Sign	ature X		

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR COUNTY OF	BOND NO.		
IN THE MATTER OF	Case Number All Papers and notices may be served at		
	☐ Bond Upon Qualifying ☐ Additional Bond Premium: Per Annum		
KNOWN ALL MEN BY THESE PRESENTS:	J		
That we, and the firmly bound unto in the sum of for which payment, well and truly be made, we bind ourselves, our he by these presents. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH T WHEREAS, an order was duly made and entered by the Superior Co	as Surety, are held and dollars(\$		
on on	of the estate of		
executing a bond according to law in the sum above named.	and directing that letters be issued upon		
Directing the said Principal to execute an additional bond according NOW, THEREFORE, if the said Principal shall faithfully execute the shall be void, otherwise to remain in full force and effect.			
Signed and dated at (Place)	California on(Date)		
(1 lace)	(Date)		
(Principal)	(Principal)		
IN WITNESS WHEREOF, The corporate seal and name of said Sur, who declare Fact acting under an unrevoked power of attorney on file with the	rety Company is hereto affixed and attested by es under penalty of perjury that he is duly authorized Attorney-in e Clerk of the County in which above entitled Court is located		
-	Ву:		

Attorney-in-Fact