



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

2740 Rt. 10 West, Suite 205
Morris Plains, NJ 07950
(973) 402-1200

PROBATE BOND APPLICATION

BOND/CASE INFORMATION

Type of bond (Attach Bond Form) _____

Amount of Bond \$ _____ Effective Date _____ Amount of Estate \$ _____

In the matter of the estate of: _____ Is there a will? () Yes () No

Who is: () Deceased - Date of Birth: _____

() Minor - Date of Birth: _____ - Health Status _____

() Incompetent - Date declared Incompetent _____ - Health Status _____

What is the source of guardianship funds? _____

Court Name Bond Filed Court County, State Date of Appointment Probable Duration

PERSONAL INFORMATION

Individual's Name: _____ SS#: _____ DOB: _____

Relationship to Ward: _____

Residence Address: _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Cell / Other: _____

Personal Net Worth: \$ _____ Monthly Income: \$ _____

Occupation Employer Name and Address Phone Fax

Are you the Trustee, Trustor, or Beneficiary of any Trust? () Yes () No

Ever declare Bankruptcy? () Yes () No Pending or Prior IRS Liens? () Yes () No

Any lawsuits pending against you? () Yes () No Ever failed in business? () Yes () No

Applicant's experience in handling Fiduciary Responsibilities: _____

Spouse's Name: _____ SS#: _____ DOB: _____

ATTORNEY INFORMATION

Attorney Name: _____ Firm Name: _____

How long has Attorney known applicant? _____

Address: _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____

LIST ESTIMATED ESTATE ASSETS

Cash: \$ _____

Stocks/Bonds: \$ _____

Personal Property: \$ _____

Real Property: \$ _____

LIST ESTIMATED ESTATE DEBT/LIABILITIES

\$ _____

\$ _____

\$ _____

\$ _____

PERSONS INTERESTED IN THE ESTATE. LIST ALL HEIRS, LEGATEES, BENEFICIARIES, WARDS, ETC...

Name	Age	Relationship	Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OTHER

If yes, please explain

- Has another bonding company denied this bond? () Yes () No _____
- Are you replacing a prior fiduciary? () Yes () No _____
- Has anyone objected to the applicant's appointment as fiduciary? () Yes () No _____
- Does this bond replace another bond? () Yes () No _____
- Will attorney remain involved for duration of Estate? () Yes () No _____
- Will any on-going business of the Estate be continued by fiduciary? () Yes () No _____
- Are you indebted to the Estate or Trust? () Yes () No _____
- Have you ever had prior custody of assets in any capacity? () Yes () No _____
- Are Guardianship funds to be used for support of Ward? () Yes () No _____
- Is the bond required on the demand of another interested party? () Yes () No (If yes, who?) _____
- Is there dissention among the heirs? () Yes () No _____
- Will joint control be exercised? () Yes () No _____

INDEMNIFICATION AGREEMENT – READ CAREFULLY AND SIGN

1. I certify that the provided financial information is true and correct.
2. I authorize the company to make any credit checks it deems necessary.
3. I certify all of the questions answered are true and correct.

IN CONSIDERATION of the execution of such bond, and compliance with a promise of the undersigned made prior thereto, the undersigned hereby agree, for themselves, their personal representatives, successors and assigned jointly and severally, as follows:

4. To pay the surety an advanced premium for the first year or a fractional part thereof that is fully earned and the same amount annually thereafter or any minimum earned premium until the Surety shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety.
5. To indemnify and keep indemnified the surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind of nature, including consul and attorney's fee, which the Surety may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
6. If the surety shall set up a reserve to cover any liability, Claims, suit or judgement under said bond the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for at the request of any of the undersigned.
7. If the Surety shall procure any other company of companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or the, them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
8. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payment with interest.
9. The Surety in its sole discretion and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make consent to any change in said bon or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suit, to take action it may deem appropriate and any adjustment, settlement or compromise made or action taken by the surety shall be conclusive against and binding upon the undersigned.
10. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of an indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.

11. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the same or any other cause or causes of action, whether theretofore or thereafter accruing.
12. The undersigned hereby expressly waive notice from the Surety of any claims or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal any contact or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
13. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.

In consideration of the execution by **First Indemnity of America Insurance Company** of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.

Signed and dated this _____ day of _____ 20 _____

Business Name

Witness: _____
Notary must sign here and also below
Under Notary Public

Authorized Signature

Print: Name Authorized Signature
(You Must Sign Again Below Personal Or
Individual Indemnitors)

PERSONAL OR INDIVIDUAL INDEMNITORS (if you signed above, you must sign again below)

ALL OWNERS AND SPOUSES MUST SIGN

Must be signed by individual owners and spouses

X _____ Indemnitor

X _____ Indemnitor

X _____ Indemnitor

X _____ Indemnitor

State of _____, County of _____

On this _____ day of _____ 20 _____ before me personally came _____ to me know and known to me to be the person(s) described in and who executed the forgoing agreement, and thereupon duly acknowledged to me that ___ he _____ executed the same.

Notary Public _____