

Agency or Broker Name, Address, Phone Number



Georgia Surety/Statewide Bonding Co.

1301 Hightower Trail, Suite 210

Atlanta, GA 30350

Phone: 404-522-3898 or 800-424-0132

Fax: 404-892-0186 or 800-606-8509

PROBATE BOND APPLICATION

Name: _____ Social Security Number: _____ Age: _____

Street Address _____ City _____ State _____ Zip _____

Years at this Address: _____ Home Phone: _____ Work Phone: _____

Net Worth \$ _____ Salary \$ _____

Employer's Name & Address: _____

Occupation/Position/Title: _____ How Long? _____

Marital Status: _____ Spouse's Full Name: _____ No. of Dependents: _____

Next of Kin other than Spouse, include Address & Phone: _____

Type of Bond Required: _____ Amount of Bond \$ _____ Case Number: _____

Name & Address of Court: _____

In the Matter of the Estate of: _____ (Deceased, Minor, or Incompetent)

Applicant's Relationship to Deceased, Minor, or Incompetent: _____

If Deceased, Date of Death: _____ **If Incompetent or Minor(s), Date(s) of Birth:** _____

If Minor will any of the funds be used for the care and support of the minor? _____

Health status of Minor or Ward? _____ Probability of Medical Treatment? _____

If Administrator, List Heirs:

<u>Name</u>	<u>Age</u>	<u>Relationship</u>	<u>Address</u>

If Administrator, is there a will? _____ Is there any dissension relative to this estate among the next of kin, heirs, or creditors? Yes _____ or No _____ If so, give details on a separate sheet of paper.

Assets of Estate: Cash \$ _____ Stocks &/or Bonds \$ _____

Real Estate, Commercial \$ _____ Real Estate, Residential \$ _____

Mortgage on Real Estate \$ _____ Other Assets \$ _____

Liabilities of Estate: \$ _____

Is there a going business? _____ Describe: _____

Will you be operating the business? _____ If so, will you be obtaining a Court Order to operate the business? _____

Is there another bond on this estate? _____ Name of Principal _____

Amount of Bond \$ _____ Name of Surety _____

Is Applicant indebted to the estate? _____ Amount \$ _____ Give Nature of Debt: _____

Attorney's Name, Address, & Phone: _____

Please Mark "Yes" or "No" to the Following Questions:

- Yes No Has any other bonding company declined this bond?
- Yes No Do you or your company have any unpaid tax obligations?
- Yes No Have you ever had a claim against a bond?
- Yes No Have you ever had a lien filed against you?
- Yes No Have you ever had a judgment awarded against you?
- Yes No Have you ever filed for bankruptcy?
- Yes No Have you had prior custody of the assets?
- Yes No Will attorney remain for the life of the bond?

NOTE: Please explain all "Yes" responses on a separate sheet and advise on the current status (if applicable.)

INDEMNIFICATION AGREEMENT

Signature Instructions: Sole Proprietorship - Owner must sign below. If married, spouse should also sign. **Partnership** — Each partner and his or her spouse should sign below. **Corporation** - An authorized officer (President or Secretary) should sign below on behalf of the corporation indicating his or her corporate title. All owners should sign below the corporate signature only writing the word “indemnitor” after their names.

I agree to indemnify RLI Insurance Company hereinafter “Surety” in connection with any bond executed on behalf of the person or entity named as “Applicant” above. I certify that all the information provided is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prime facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future with any institution, person or entity. I further agree:

- 1) To pay Surety each premium or premiums due, until satisfactory evidence that Surety’s liability is terminated, and agree that such premium is fully earned upon issuance of bond and is not refundable in the first year of coverage.
- 2) To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgment against the bond, including any legal fees and expenses.
- 3) To hold harmless and indemnify Surety from any and all liability, damages, loss, costs and expenses of every kind, including attorney fees, which maybe sustained or incurred arising out of the execution, enforcement, procurement of release, or other action involving the application and/or issuance of the bond.
- 4) To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made.
- 5) That Surety has the exclusive right to defend, settle, pay, or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety.
- 6) That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under law for release of sureties: all without liability to Surety thereon.
- 7) To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself.
- 8) That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
- 9) This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.

Signed this _____ day of _____, _____.

Witness

Witness

Witness

Witness

Witness

Indemnitor

Indemnitor

Indemnitor

Indemnitor

Indemnitor

******Please note if bond is approved we will require the Attorney to sign a “Joint Control Agreement”******

Indemnity Agreement

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for, and any renewal procurement, assumption, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used).

Indemnitor(s) hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) To verify information supplied to Hartford; (b) For underwriting purposes; and (c) Upon receipt of a notice of claim or potential claim, for debt collection. Hartford may furnish copies of any and all statements, agreements, and financial statements and any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

If Hartford Fire Insurance Company, Hartford Plaza, Hartford, CT 06115, itself or any of its affiliates, parent, subsidiaries, co-sureties, or reinsurers, (individually and collectively called "Hartford"), as Surety, shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with Hartford as follows:

Indemnitor(s) shall pay the premiums and renewal premiums for each bond issued hereunder, until Hartford has received written legal evidence, satisfactory to Hartford, in its sole discretion, of its discharge from all such bonds and all liability related thereto.

Indemnitor(s) agree to indemnify Hartford and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by Hartford in connection with or by reason of furnishing any bond hereunder. The undersigned Indemnitor(s) hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any claim or any such bond, which deposit may be held by Hartford as collateral security against any loss or cost on this bond.

Indemnitors agree that any Oblige on any bond written pursuant to this Agreement is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by the Surety in its investigation of any claim. The indemnitors irrevocably appoint Hartford as their Attorney in Fact with the right but not the obligation to exercise its rights and execute or deliver any document in the name of the indemnitor deemed necessary to carry out the intent and purpose of this paragraph.

A facsimile signature of this document shall be deemed an original signature for any and all purposes.

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF BENEFITS.

WITNESS the following signature(s) and seal(s) this _____ day of _____, 20__ .

If Indemnitor is a PARTNERSHIP, CORPORATION or LLC:

Name of Firm/Corporation _____ **(Seal)**

Witness: _____	By: _____	
_____	Print Above Name Here _____	_____
<i>Print Above Name Here</i>	Title (Print) _____	_____

If Indemnitor is an INDIVIDUAL:

Witness: _____	Indemnitor _____	
_____	_____	_____
<i>Print Name Above</i>		<i>Print Name and Social Security Number of Above</i>

Witness: _____	Indemnitor _____	
_____	_____	_____
<i>Print Name Above</i>		<i>Print Name and Social Security Number of Above</i>

Witness: _____	Indemnitor _____	
_____	_____	_____
<i>Print Name Above</i>		<i>Print Name and Social Security Number of Above</i>

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.