

# SureTec Probate Bond Application

Applying for a bond is like applying for credit, therefore, please make sure this information is complete and legible.



**Please submit all pertinent court documents to assist in our prompt underwriting**

## Applicant Information

Name of Applicant		Age	Phone		Email	
<input type="checkbox"/> Own	<input type="checkbox"/> Rent	Street Address		City	State	Zip
How long at this address?		SSN		Driver's Lic. No.		State
Marital Status		Spouse Name		Your Net Worth \$		
Education Level <input type="checkbox"/> HIGH SCHOOL (9-12) <input type="checkbox"/> COLLEGE (1-6)			Your relationship to the Ward or Decedent			
Present Employer		Address			Phone	
Present Occupation		How long employed?	If retired, give former occupation and how long employed			
<b>HAVE YOU EVER:</b>	1. declared bankruptcy?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	3. had a criminal conviction?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	2. had a civil judgment?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	4. been bonded?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If the answer is <b>YES</b> to any of the above, please attach a full explanation.						

## Estate Information

Case No.		Hearing Date		Bond Amount \$	
Bond to be filed in The		Court of		County, the State of	
Appointment is:		<input type="checkbox"/> Temporary	<input type="checkbox"/> Permanent	<input type="checkbox"/> Successor	<input type="checkbox"/> Additional or Co-
Date of Appointment		If over 6 months ago. Explain reason for delay			
<input type="checkbox"/> GUARDIAN <input type="checkbox"/> CONSERVATOR	<input type="checkbox"/> Minor		Date of Birth		
	<input type="checkbox"/> Incompetent		Date Declared Incompetent		
	Name of Minor/Incompetent (Ward)				
	Current health status of the ward		Where does the ward reside?		
	What is the source of the ward's funds?				
Will any assets be under court restriction?		Are guardian funds to be used for the support of the ward? <input type="checkbox"/> YES <input type="checkbox"/> NO			
		<input type="checkbox"/> YES <input type="checkbox"/> NO		If yes, provide copies of monthly expenditures and income	
<input type="checkbox"/> EXECUTOR <input type="checkbox"/> ADMINISTRATOR <input type="checkbox"/> SPECIAL ADMINISTRATOR <input type="checkbox"/> ADMINISTRATOR WITH WILL ANNEXED <input type="checkbox"/> PERSONAL REPRESENTATIVE	Name of Decedent				
	Date of Death				
	Was there a Will? <input type="checkbox"/> YES <input type="checkbox"/> NO    If so, date of Will				
	List of names of heirs or beneficiaries of Decedent:				

## Estate Assets

Cash \$	Securities \$	Debts \$	Real Property \$	Misc. Assets \$
Annual Income (interest, rents, SSI, etc.) \$	Applicant's share In the Estate \$		Bank where funds will be deposited	
Bank Address		City	State	Zip
How will securities be safeguarded (Safe deposit, Broker, etc.)				
Attorney of Record		Law firm	Attorney Phone	
Address		City	State	Zip
Will the attorney remain involved throughout the duration of this estate?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will professional accounting, investment or legal services be provided on an ongoing basis?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
If the answer is <b>YES</b> to any of the following questions, please attach a full explanation.				
Is bond required on the demand of an interested party?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are there any disputes among the heirs?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does this bond replace that of another bonding company?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does Applicant replace a prior Fiduciary?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does estate contain a going business?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is Applicant indebted to the estate?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you understand that the bond is active and premium is due each year until a Final Discharge is approved at Court and a conformed copy is furnished to our office?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you understand that the first year's premium is fully earned and not refundable?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you understand that increases or reductions in bond amount must be court approved?			<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do you understand that the premium is to be paid promptly when due until the bond is released?			<input type="checkbox"/> YES	<input type="checkbox"/> NO

## Agency Contact

## Agency Recommendation

Agency	<input type="checkbox"/> We are not familiar with the applicant
Contact	<input type="checkbox"/> Applicant has been referred to us for bond placement
Address	<input type="checkbox"/> The agency writes all Applicant's insurance and highly recommend
Phone	<input type="checkbox"/> We have experience with the lawyer's work and recommend
Mobile	
Fax	
Email	

## Indemnification Agreement - Read Carefully and Sign

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called "SureTec") as follows:

- Applicant agrees to pay SureTec an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with SureTec's then current premium rates or any minimum earned premium until SureTec 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 SureTec, is furnished to SureTec.
- Applicant agrees that SureTec may make any credit checks, including consumer and investigative credit checks, it deems necessary.
- Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
- Applicant agrees to indemnify and keep indemnified SureTec and its agents and representatives and hold and save it them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which SureTec or its agents or representatives 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.

5. If SureTec shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with SureTec a sum of money, equal to such reserve and any increase thereof, to be held by SureTec as collateral security on said bond. Any such collateral shall be available, in the discretion of SureTec, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. If SureTec shall procure any other company or 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 them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
7. An itemized statement of payments made by SureTec, sworn to by an officer of SureTec, shall be *prima facie* evidence of the liability of the undersigned to reimburse SureTec for such payments with interests.
8. SureTec in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to time: (a) make or consent to any change in said bond 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) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by SureTec shall be conclusive against and binding upon the undersigned.
9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor 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 SureTec with or without the consent of the undersigned, of any 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.
10. The undersigned hereby expressly waive notice from SureTec of any claims or demand made against SureTec or the principal under the bond or of any information SureTec may receive concerning the principal, any contract, or bond. SureTec 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.
11. 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. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
12. All obligations of the principal, applicants, and indemnitors to SureTec are due, payable, and performable in Houston, Harris County, Texas, where venue of any action to enforce this agreement may be brought by SureTec. SureTec shall be entitled to recover all attorney's fees (including those of attorneys employed by SureTec), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
13. In consideration of the execution by SureTec 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.

**Important Signature Instructions**

- If sole owner, applicant must sign as duly authorized representative. Spouse must sign as additional indemnitor below.
- If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign as additional indemnitor below.
- If a corporation the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign as additional indemnitor below.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_  
Print Applicant Name

**Additional Indemnitors**

Witness: \_\_\_\_\_ X \_\_\_\_\_  
(Signature) (Print Name)