Sanguinetti & Co. Insurance
7337 Pacific Avenue, Stockton CA 95207
Fax (209)954-0800 or (877)577-1722
Email bonds@sanguinettico.com

Court Bonds

Commercial Surety Application

THE HARTFORD

☐ **Fiduciary (Probate)** – Complete Section 2
☐ **Receiver or Bankruptcy Trustee** – Complete Section 3
☐ **Court: Judicial** – Complete Section 4

Application must be SIGNED, WITNESSED and DATED.

General Information Questions

Type of Bond (describe purpose) _____
(Attach a copy of the bond form, if available)

LICENSED PRODUCER *(required)*: Rick Mena
Agency Name: Sanguinetti & Co. Insurance Brokers
RO/Agency Code: 57-128439 Sub Producer Code: _____ Bond Number: _____
Agency City: Stockton Agency State: CA

Bond Amount: $_____ **Effective Date of Bond:** _____ **Bond Term, if known:** _____ # of years

Applicant is: (select one) ☐ Individual ☐ Partnership ☐ C-Corp ☐ S-Corp ☐ LLC ☐ _____
Applicant (Principal): _____
Name to appear on Bond, if different from Applicant: _____
Applicant's Address: _____
Applicant's Business Description or Latest Occupation: _____
Number of Years in Business: _____ Date of Birth: _____
SS#: ___ - ___ - _____ Fed Tax ID: _____ U.S. Citizen? ☐ No ☐ Yes
Phone Number: _____ Fax No.: _____ Email: _____

Obligee – party requiring the bond **(required)**: _____
Obligee Address: _____
Billing Method: ☐ Agency Bill ☐ Direct Billed – full payment ☐ Direct Bill TABS Account
☐ Agency Bill with Direct Bill at Renewal TABS Account No.: _____
Billing Address, if different from Applicant's Address: _____

1 General Underwriting Questions

(Required for all Applicants)

Does the Applicant have any other Surety bonds in force?	☐ No	☐ Yes
Has another Surety company declined to write this or any previous bond?	☐ No	☐ Yes
Have you ever had a bond involuntarily terminated or cancelled	☐ No	☐ Yes
Has there ever been a claim or legal action against any bond executed on your behalf?	☐ No	☐ Yes
Do **you** or any of **your** companies have any pending lawsuits, unsatisfied judgments or liens?	☐ No	☐ Yes
Have **you** or any of **your** companies declared bankruptcy or become insolvent?	☐ No	☐ Yes
Have **you** or any of **your** companies been the subject of any legal or administrative proceedings resulting in disciplinary action?	☐ No	☐ Yes
Have **you** ever been convicted of a felony?	☐ No	☐ Yes

(If you answered Yes to any of the above questions, please attach a detailed explanation.)

2 Fiduciary Bonds

Applicant's Age: _____ **Applicant's** Net Worth: _____
How long have you been with your current employer? _____ Active or retired? _____
Date of your appointment: _____ Name of Estate: _____
What is your relationship (personal and/or financial) with the deceased/incompetent/minor/beneficiary? _____
Are you indebted to the estate of the deceased/incompetent/minor/beneficiary? ☐ No ☐ Yes
If Yes, in what amount and what are the terms of repayment: _____
Attorney's name and address: _____
Court jurisdiction (Obligee) in which bond will be filed: _____
Is there an ongoing business? ☐ No ☐ Yes
If Yes, provide details: _____
Inventory of the Assets: Cash: _____ Securities: _____ Real Estate: _____ Other: _____

CS – 10/25/2015
1Step Form ./APP4582

Name of Heirs/Beneficiaries	Age	Relationship to the deceased	Share of the Estate	Residence (state)

Attach a copy of the Will, Trust or Court Order for ALL bonds greater than or equal to $100,000.

2a Complete for Administrator, Executor, Personal Representatives, etc.

Date of Death: _____

Is the estate insolvent? ☐ No ☐ Yes

Are there any disputes among the heirs? ☐ No ☐ Yes

2b Complete for Guardianship, Conservatorship, Trustee, etc.

This is in regard to a: ☐ Minor *and/or* ☐ Incompetent ☐ Beneficiary Age: _____

Where does minor/incompetent reside? _____

Will any assets be under court restrictions? ☐ No ☐ Yes

If Yes, provide details: _____

Will joint control be used to restrict expenditures or distributions of assets? ☐ No ☐ Yes

Will professional accounting, investment or legal services be provided on an ongoing basis? ☐ No ☐ Yes

Does the presiding court require that an annual accounting be filed? ☐ No ☐ Yes

Is the estimated duration of the bond anticipated to be longer than 3 years? ☐ No ☐ Yes

3 Receiver, Bankruptcy Trustee, Assignee Bonds

Debtor: _____

Address: _____

Type of Action: ☐ Liquidation ☐ Reorganization ☐ Receiver of Rents ☐ Other

Do you carry Fidelity coverage? ☐ No ☐ Yes

If Yes, in what amount? _____ Carrier: _____

Do you carry Professional Liability or E & O coverage? ☐ No ☐ Yes

If Yes, in what amount? _____ Carrier: _____

Attach copy of Court Order, Judgment and/or other documents ☐ Copies attached

4 Court: Judicial Bonds

Judgment / Claim Amount: _____

Type of Action: _____

Case Number: _____ Court Jurisdiction: _____

Attorney's name and address: _____

Summary of the Action: _____

Does the case involve a domestic dispute? ☐ No ☐ Yes

Indemnity Agreement

Indemnity Agreement ("Agreement")

In consideration of Hartford Fire Insurance Company or any of its direct or indirect insurance company affiliates or subsidiaries, including co-sureties or reinsurers ("Hartford") Underwriting Bonds, the Undersigned hereby agree as follows:

(1) Definitions:
   (a) "Underwriting" or "Underwrite" shall mean all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.
   (b) "Bond" or "Bonds" shall mean all contracts of suretyship, guarantees, obligations and undertakings including riders, renewals, continuations, endorsements, changes and modifications.
   (c) "Loss" means claim payments, attorney fees, consultant fees, court costs, professional fees, mediation or arbitration fees, expert witness fees, travel expenses, unpaid premiums, and amounts advanced or guaranteed by Hartford on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate from the date of payment.
   (d) **"**Claim**"** means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) any Underwriting activity; (iii) any Indemnitor; or (iv) any Principal.

(2) The Applicant and Indemnitor(s) (individually and collectively referred to hereinafter as "Indemnitors") hereby certify that the foregoing declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing Hartford, as surety, to Underwrite Bonds.

(3) Indemnitors 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 claim or potential claim, or for debt collection. Hartford may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for any purpose.

(4) Indemnitors shall pay the premiums and renewal premiums for each Bond until Indemnitors provide evidence satisfactory to Hartford that Hartford has been discharged or released from all liability under the Bond.

(5) Indemnitors agree to exonerate, indemnify and hold Hartford harmless from any and all Loss and/or Claim. Indemnitors hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any Loss, any Claim on any Bond, which deposit may be held by Hartford as collateral security against any Loss, Claim or liability.

(6) Hartford shall have the absolute and unconditional right and is authorized but not required to pay, perform, adjust, settle, compromise, deny, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in connection with any Bond. Hartford's decision shall be final, binding, and conclusive on Indemnitors.

(7) Indemnitors agree that any Obligee on any Bond is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by Hartford in its investigation of any claim. Indemnitors irrevocably appoint Hartford as their attorney-in-fact with the right, but not the obligation, to exercise all rights and to create, execute and deliver any documents in the name of Indemnitors and perform all other actions deemed necessary by Hartford to secure all rights provided under this Agreement or at law.

(8) This is a continuous Agreement and shall remain in full force and effect notwithstanding that the business for which a Bond has been Underwritten has been sold, dissolved or otherwise disposed of by Indemnitors.

(9) An electronic, facsimile, or other copy of this document, however stored or reproduced, shall be deemed an original for any and all purposes.

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

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:

Witness

Printed Name**:**

Signature:

Name of Firm/Corporation

Printed Name:

Printed Title

Signature

(Seal)

Witness

Printed Name**:**

Signature:

Name of Firm/Corporation

Printed Name:

Printed Title:

Signature:

(Seal)

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Signature:

Print name:

Indemnitor signature

Printed name

Social Security Number:

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Signature:

Print name:

Indemnitor signature

Printed name

Social Security Number:

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Signature:

Print name:

Indemnitor signature

Printed name

Social Security Number:

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