



**For ALL business, complete page 1 of this application in its entirety.  
Complete Sections 2-4 for the appropriate bond category indicated in the General Information section**

<b>General Information Questions</b>	
Application is being made for which one of these bond categories:	
<input type="checkbox"/> Court – Probate <b>Section 2</b>	<input type="checkbox"/> Court – Bankruptcy Trustee <b>Section 3</b>
<input type="checkbox"/> Court – Judicial <b>Section 4</b>	
Type of Bond (describe purpose): _____ <b>(Attach a copy of the bond form, if available)</b>	
Agency Name: _____	RO/Agency Code: _____
Agency City: _____	Agency State: _____
Licensed Producer: _____	
Bond Number: _____ Bond Amount: \$ _____ Effective Date of Bond: _____ Bond Term: _____ (years)	
Billing Method: <input type="checkbox"/> Agency Bill <input type="checkbox"/> Direct Bill – Full Payment <input type="checkbox"/> Direct Bill TABS Account #: _____	
Applicant is: (select one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> _____	
Principal (Applicant): _____	
Name to appear on Bond, if different than Applicant: _____	
Applicant's Address: _____ City: _____ State: _____ Zip: _____	
Billing Address (if different): _____ City: _____ State: _____ Zip: _____	
Applicant's Business Description or Latest Occupation: _____	
Business Started (Year): _____ Business Phone: _____ Business Email: _____	
SS#: _____ Federal Tax ID: _____ U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Obligee (Party requiring the Bond): _____	
Obligee's Address: _____ City: _____ State: _____ Zip: _____	

<b>Section 1</b>	<b>General Underwriting Questions</b>				
Does the Applicant have any Surety Bonds in force	?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Has another company declined to write this or any previous bond or involuntarily terminated a bond for the Applicant?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Does the Applicant have any pending lawsuits, unsatisfied judgments or liens?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Has the Applicant been subject to any legal or administrative proceedings resulting in disciplinary action?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Has the Applicant ever been convicted of a felony?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Has the Applicant or any related companies declared bankruptcy or become insolvent?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Has there ever been a claim or legal action against any bond executed on your behalf?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	

Section 2	Court – Probate Underwriting Questions			
<b>Complete the ‘All Applicants’ section thoroughly, along with any additional sections relevant to the specific type of bond for which you are applying.</b>				
<b>All Applicants:</b>				
Name of estate/deceased/incompetent/minor: _____				
Name of Attorney: _____				<input type="checkbox"/> None
Attorney’s Address: _____		City: _____	State: _____	Zip: _____
Does the Applicant live in the same state as the estate/incompetent/minor?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Administrator/Executor/Personal Representative</b>				
Date of Death: _____				
Date of Appointment: _____				
Is the relationship of the Applicant to the deceased named above one of the following: spouse/partner; son/daughter; parent; grandparent; sibling; aunt/uncle; niece/nephew; attorney?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
If no, what is the relationship: _____				
Is the estate insolvent?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the Applicant indebted to the estate?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there an ongoing business (including rental real estate)?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any disputes among the heirs/beneficiaries or are there non-family members claiming inheritance rights?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any disputes over the assets of the estate?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Heirs/Beneficiaries	Age	Relationship to Deceased	Share of the Estate	State of Residence
<b>Committees/Guardians/Trustees</b>				
Date of Appointment: _____				
Is the incompetent younger than 21? Age: _____			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the relationship of the Applicant to the incompetent named above one of the following: spouse/partner; son/daughter; parent; grandparent; sibling; aunt/uncle; niece/nephew; If no, what is the relationship _____			<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
Are annual accountings required?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the duration of the bond expected to exceed 3 years?			<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>Section 3</b>	<b>Court – Bankruptcy Trustee Underwriting Questions</b>
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<b>All Applicants:</b>
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Debtor:	_____		
Debtor's Address:	_____	City: _____	State: _____ Zip: _____
Type of Action:	<input type="checkbox"/> Liquidation	<input type="checkbox"/> Reorganization	<input type="checkbox"/> Receiver of Rents <input type="checkbox"/> Other: _____
Does the Applicant have a financial background?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
Does an external CPA annually audit the financial accounts and fund balances?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
Does the Applicant carry Fidelity/Crime coverage?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
Does the Applicant carry Professional Liability or Errors & Omissions coverage?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No

<b>Section 4</b>	<b>Court – Judicial Underwriting Questions</b>
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<b>All Applicants:</b>
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Does the case involve a domestic dispute?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Judgment/Claim Amount: \$ _____				
Type of Action:	_____			
Case Number:	_____			
Court Jurisdiction:	_____			
Name of Attorney:	_____			
Attorney's Address:	_____	City: _____	State: _____	Zip: _____
Summary of Case:	_____			

# 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 Oblige 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:**

<b>Witness:</b>	<b>Name of Firm/ Corporation:</b> _____	
Printed Name: _____	Printed Name: _____	<i>Seal</i>
Signature: _____	Printed Title: _____	
	Signature: _____	

<b>Witness:</b>	<b>Name of Firm/ Corporation:</b> _____	
Printed Name: _____	Printed Name: _____	<i>Seal</i>
Signature: _____	Printed Title: _____	
	Signature: _____	

**If Indemnitor is an INDIVIDUAL (need Social Security Number):**

<b>Witness:</b>	<b>Indemnitor:</b>
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
	Social Security Number: _____

<b>Witness:</b>	<b>Indemnitor:</b>
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
	Social Security Number: _____

<b>Witness:</b>	<b>Indemnitor:</b>
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
	Social Security Number: _____

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

## **CALIFORNIA NOTICE**

California Notice: The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.