



H.M. Vreeland Surety Bonding Services

P.O. Box 751479, Petaluma, CA 94975-1479
(415) 566-3401 (707) 773-4564 www.hmvreeland.com

Probate and Fiduciary Bond Application

Case Number: _____ Court /County: _____

Type of Bond: _____
(Administrator, Executor, Conservator, Guardianship, Trustee) Hearing Date: _____ Amount: _____

Estate/Trust Name: _____

APPLICANT INFORMATION

Name: _____ Date of Birth: _____ Social Security Number: _____

Street Address: _____ Telephone Number: _____

City, State, Zip: _____ E-mail Address: _____

Your Net Worth(Estimated): _____ Your Annual Income: _____ Own a home or rent? _____

Currently employed? _____ Employer(If self employed, nature of business): _____

Position/If retired, previous position: _____ Length of employment/ownership: _____ Work Phone: _____

Had a criminal conviction/Lost civil Judgment? _____ If yes, explain: _____

Have you or your spouse filed personal bankruptcy? _____ If yes, when? _____

Are you indebted to Decedent/Conservatee? _____ If yes, amount: _____

What is your relationship to the Decedent, Conservatee, Trust, or Minor? _____

What is your % share of estate(Decedent's estate/Trust only)? _____

ESTATE/TRUST INFORMATION

Name of Decedent/Conservatee/Trust/Minor: _____

Date of Birth of Decedent/Conservatee/Minor: _____ Date of Death of Decedent: _____

Amount of Cash in Estate: _____ Securities: _____ Real Property: _____

Annual Income (All Sources): _____ Other Assets: _____

Does estate contain an ongoing business? _____ If yes, name and type: _____

Will it be continued? _____ If yes, do you understand the Surety will require you to obtain a court order to continue business? _____

Do you understand that the first year's bond premium is not refundable? _____

Do you understand the court must order all increases and reductions to the bond? _____

Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety? _____

Do you understand the bond premium is to be paid annually? _____

Do you understand you must retain an attorney throughout the administration of this estate? _____

APPLICANT'S ATTORNEY INFORMATION

Your Attorney's Name: _____ E-mail Address: _____

Law Firm: _____ Phone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

INDEMNITY AGREEMENT

INDEMNITORS ACKNOWLEDGE AND AGREE THAT: THE FIRST YEAR PREMIUM IS FULLY-EARNED WHEN THE BOND IS ISSUED EVEN IF THE BOND IS SUBSEQUENTLY REDUCED OR TERMINATED DURING THE FIRST YEAR. IF A BOND IS REDUCED OR TERMINATED DURING THE SECOND OR SUBSEQUENT YEAR AFTER A RENEWAL PREMIUM IS PAID, THE RENEWAL PREMIUM SHALL BE ADJUSTED PRO RATA UPON REDUCTION OR TERMINATION.

The Indemnitors represent that all statements made in this Application and in any Application Supplement are true and made without reservation to induce the Surety and its successors, assigns, co-sureties and reinsurers, severally not jointly, and/or for which surety business is underwritten by the Surety to extend surety credit in any manner, included but not limited to providing or having provided requested Bond(s).

Indemnitors hereby agree as follows:

First: to pay all premiums when due;

Second: to deliver evidence satisfactory to Surety, of the release of all liability;

Third: to exonerate and Indemnify Surety from and against all claims, losses, liability damages of any type (including punitive damages), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in connection with the extension of surety credit, including the enforcement of the agreements contained herein (collectively "LOSS");

Fourth: that Surety shall have the right, at its sole discretion, to pay, adjust, settle or compromise any LOSS and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the Indemnitors' liability;

Fifth: to pay the Surety immediately upon demand, in the amount Surety deems necessary to protect the Surety from any LOSS or potential LOSS, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any LOSS or in reimbursement to Surety for payment of same;

Sixth: that Indemnitors hereby authorize Surety to investigate statements made herein and to check credit with creditors, credit reporting agencies and/or lending institutions, and further authorize any present or former employer, or any other person, firm or corporation, to furnish information concerning Indemnitors in connection with the Surety's extension of surety credit and with Indemnitors' compliance with obligations hereunder and under any bond or underlying obligation, and Indemnitors hereby release any of the aforementioned from liability in consequence of furnishing or disclosing such information;

Seventh: that Surety may bring separate suits to recover hereunder as causes of action shall accrue and that the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising;

Eighth: that any and all other rights which Surety may have or acquire against Indemnitors under other or additional agreements (along with this Agreement collectively "INDEMNITY") related to the extension of surety credit, shall be in addition to and not in lieu of the rights afforded Surety under this Agreement;

Ninth: that if Surety executes any Bond(s) with any co-surety or reinsures all or any part of Bond(s), that all the terms of this agreement shall apply and operate for the benefit of such co-surety and reinsurer, as their interest may appear;

Tenth: that these covenants shall be jointly and severally binding upon Indemnitors, their respective heirs, executors, administrators, successors and assigns;

Eleventh: that Surety shall have the right to decline to issue or to cancel Bond(s) at any time, free of claim for loss or damage by Indemnitors, and Surety shall be under no obligation to disclose its reasons therefore, the provision of any law to the contrary being hereby waived;

Twelfth: that the exercise, delay of or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude Surety's simultaneous or subsequent exercise or constitute any waiver of such or other rights, remedies or power;

Thirteenth: if any Bond(s) relate(s) to the assets of an estate, Indemnitors will provide reasonable access to all records concerning the estate and upon request shall provide a written report of the condition of the estate.

Fourteenth: the undersigned authorize the verification of information provided and the obtaining of additional information from any source, including obtaining a credit report on the undersigned at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purpose determined by the writing company in its reasonable discretion. Furthermore, Indemnitors grant, assign, pledge and convey to Surety as security, a lien against and a security interest in and to Indemnitors' interest, title and rights in the proceeds of any insurance policy affording coverage for all or part of any bonded obligation, and in contracts or obligations (and all proceeds thereof without limitation) that grow in any manner whatsoever as a result of the extension of the Surety credit. While the lien and security interest are effective immediately, Surety may exercise its remedies with respect to such, only in the event: a) Indemnitors' failure to fulfill any obligation whatsoever for which i) bond(s) are provided; ii) contained in any bond(s); iii) contained within any INDEMNITY agreement with the surety; and b) any assignment by Indemnitors for the benefit of creditors or any agreement or proceeding of liquidation, receivership or bankruptcy whatsoever. Indemnitors hereby authorize Surety to file any such financing statement, as Surety deems necessary or appropriate to perfect the liens and security interest granted herein.

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for a surety bond containing false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act which may subject such person to criminal and/or civil penalties.

Signed this _____

Applicant(Indemnitor)

By: _____ X _____
(Print Name) (Signature)

Additional Indemnitor(If required)

By: _____ X _____
(Print Name) (Signature)