



800-727-0001 toll-free  
 248-851-3066 phone  
 248-851-1205 fax  
 www.ParagonUnderwriters.com  
 info@paragonunderwriters.com

# SURETY BOND APPLICATION

Bond Number:

Eff. Date:

## APPLICANT'S PERSONAL INFORMATION

|                             |                |                                  |                     |                                     |                              |
|-----------------------------|----------------|----------------------------------|---------------------|-------------------------------------|------------------------------|
| Name:                       |                |                                  |                     |                                     | Phone Number:                |
| Address:                    |                |                                  |                     |                                     | How long at current address? |
| Social Security #:          | Date of Birth: | Marital Status:<br>M S           | Driver's License #: | Exp Date:                           | Do you own your own home?    |
| Employer:                   |                |                                  | How long?           | Annual Income:<br>\$                |                              |
| Occupation:                 |                |                                  | How long?           | Applicant's Networth:<br>\$         |                              |
| Prior Fiduciary Experience: |                |                                  |                     |                                     |                              |
| Have you filed Bankruptcy?  |                | Have you lost a Civil Judgement? |                     | Have you had a Criminal Conviction? |                              |

## ATTORNEY INFORMATION

|  |  |               |
|--|--|---------------|
| Attorney Name:   |  | Phone Number: |
| Address:   |  | Bar Number:   |
| Does the attorney appear on the original petition and/or have they filed an appearance in the estate? Yes No |  |               |
| What duties will the attorney perform?   |  |               |
| Attorney Recommendation of Client:   |  |               |

## ESTATE INFORMATION

|  |                                 |                                      |  |  |
|--|---------------------------------|--------------------------------------|--|--|
| Name of Estate:  |                                 |                                      | Applicant's Relationship to Estate?  |  |
| Date of Appointment:   | Ward's DOB:                     | Social Security #:                   | Health Status of Ward or Incompetent:  |  |
| Will the estate funds be used for the maintenance of the ward? Yes No  |                                 | Monthly Allowance \$                 |  |  |
| Date of Death of Deceased:   | How long will estate be opened? | Did decedent leave a will?<br>Yes No | Is a trust certified by the will?<br>Yes No (If yes, please attach a copy of the will/trust) |  |
| How does the personal representative share in the estate? (Decedent's estates only)                            |                                 |                                      |  |  |
| Names of Heirs and/or Beneficiaries: (Attach list if necessary)  |                                 |                                      |  |  |
| Assets of the Estate:<br>Cash \$: Real Estate \$: Other Assets \$:<br>Monthly Income \$: Debts/Liabilities \$: |                                 |                                      |  |  |

|   | YES | NO |  | YES | NO |
|---|-----|----|--|-----|----|
| Veterans case? If yes, V.A. Case #:                       |     |    | Will applicant operate a business for the estate?              |     |    |
| Is applicant indebted to the estate?                      |     |    | Is applicant a successor fiduciary?                            |     |    |
| Is the bond required on the demand of a creditor or heir? |     |    | Has the applicant had prior custody of assets in any capacity? |     |    |
| Explanation:  |     |    |  |     |    |



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## BOND INFORMATION

|   |   |           |   |
|---|---|-----------|---|
| Name and Address of Court:                                |   | Docket #: |   |
| Type of Bond:   | Bond Amount: (attach bond form and all pertinent information)<br>\$ |           |   |
| Bond Premium:   | Annual  | Pre-Paid  | Pre-Payment Period:                                 |
| \$  |   |           |   |
| Has another surety declined or canceled this bond? Yes No |   |           |   |
| If yes, please explain:                                   |   |           |   |
| Does this replace a prior bond?                           | Yes   | No        | Is this an additional bond? Yes No Original Bond #: |
| Will joint control be exercised?                          | Yes   | No        | If yes, by who?                                     |

## GENERAL BOND CONDITIONS

|   | YES | NO |
|---|-----|----|
| Do you understand that the bond remains in effect until a final discharge is issued by the court and delivered to the surety?   |     |    |
| Do you understand that the court must order all increases and reductions on the bond?   |     |    |
| Do you understand that bond premium is to be paid annually on the renewal date of the bond?   |     |    |
| Do you understand that you must retain an attorney throughout the administration of the estate?   |     |    |
| Do you understand that this bond is a contract between you and the surety company, and that you are personally responsible for the payment of the bond premium(s) including renewals? |     |    |
| Do you understand the first year's premium is fully earned?   |     |    |

## AGREEMENT OF INDEMNITY

The undersigned applicant(s) and indemnitors hereby request **THE COMPANY** to become their surety. In consideration thereof, the undersigned hereby certify the truth of all statements in the application and attachments, and jointly and severally agree:

- To **PAY** the usual premiums including earned premiums and renewal premiums on or before the renewal date.
- To **completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at anytime sustain as surety on this bond or by any other bond issued for this applicant or indemnitors or the enforcement of this agreement or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.**
- To **FURNISH** the Company with satisfactory and conclusive **TERMINATION** evidence that there is no further liability on this bond or any other bond issued for applicant.
- That if a given bond is cancelable by the Company, this agreement may be terminated as to subsequent liability for that given bond upon written notice from the indemnitor terminating liability to the Company and with written confirmation from the Company to such indemnitor stating when such termination will take effect. The Company may take into account any required period of notice to the obligee for cancellation of the bond when determining the effective date of indemnity termination.
- The Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- That the Company may decline to become surety on any bond and may cancel or amend any bond without cause or liability which might arise therefrom.
- That the Company shall, without notice, have the right to amend penalty terms and conditions of any bond issued for the undersigned, and this agreement shall apply to any such amended bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- Upon demand by the Company, to deposit current funds with the Company in an amount sufficient to satisfy any claims against the Company by reason of such suretyship.
- That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- That the applicants and indemnitors hereby authorize the Company as designated to make such pertinent inquiries as may be necessary from financial institutions, person, firms and corporations in order to confirm and verify information referred to or listed on this application. This includes, but is not limited to, obtaining credit reports and histories when the Company deems necessary and to confirm the bank balances claimed and all other items on any financial reports furnished until all liability of the Company for its suretyship obligations expire.

Signed this: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Print or Type Name of Applicant: \_\_\_\_\_  
 Witness: \_\_\_\_\_ Signature of Applicant: X \_\_\_\_\_, Indemnitor  
 Witness: \_\_\_\_\_ Signature of Attorney: X \_\_\_\_\_

In consideration of the execution by the Company of the bond herein applied for, the undersigned jointly and severally join the foregoing indemnity agreement.

## AGREEMENT OF INDEMNITY

Bond Executed by Agent \_\_\_\_\_ Company to Execute Bond \_\_\_\_\_

Agent's Signature