



PROBATE APPLICATION

Applicant:		S.S.#
Address:		
Date of Birth:	Phone #:	Email:
Type of Bond:	Bond Amount:	
Court Name:	Case #:	
Court Address:	PLEASE PROVIDE A COPY OF ALL COURT DOCUMENTS	
Attorney's Name:	Attorney's Email:	
Attorney's Address:	Will remain involved for duration of estate?	

For Guardian/Conservator Bonds

Name of Ward:	Date of Birth:
Ward's present health condition:	
Ward's life expectancy:	Applicant's relationship to ward:
Breakdown of the estate's assets:	

For Administrator/Executor/Personal Representative Bonds

Name of Decedent:	Date of Death:
Applicant's relationship to decedent:	Is Applicant indebted to the estate?
Breakdown of the estate's assets:	
Heirs and their % share of the estate:	

For ALL Applicants

Are you appointed as a Successor for the estate?	If Yes, provide explanation:
Any disputes amongst the heirs?	Does the estate include an ongoing business?
Is bond required at the request of an interested party other than the Court?	

Has Applicant ever:

Been involved in a dispute where a lawsuit or lien was filed?	Been convicted of a felony?
Declared bankruptcy?	Have you had a bond involuntarily terminated or cancelled?
Been subject to a Federal of State tax lien?	Does the applicant have any other surety bonds in force?
Ever been party to a surety bond claim?	Has another surety company declined to write this or any previous bond?

If you answered YES to any of the questions above, please attached a detailed explanation

The undersigned applicant and indemnitors hereby request United Casualty and Surety Insurance Company, United Surety Insurance Company, US Casualty and Surety Insurance Company, hereinafter referred to individually and/or collectively, as "Company," to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, and jointly and severally agree:

1. To pay the usual premiums, including renewal premiums,
2. To completely indemnify the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on the bond applied for with this application, or any other bond issued for applicant, or for the enforcement of this agreement.
3. Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company, within 24 hours, in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
4. That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
5. That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,
6. That the Company shall, without notice, have the right to alter the penalty, terms, and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond.
7. Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.
8. 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, and
9. Regardless of the date of signature(s), this agreement is effective as of the date of the execution of the bond, and is continuous until the Company is satisfactorily discharged from liability pursuant to the terms and conditions contained therein, and that this indemnity may be canceled as to subsequent liability by an indemnitor upon written notice to the Company at 303 Congress Street, Suite 502, Boston, MA 02210, effective ten (10) days after the earliest date thereafter upon which the Company could have canceled all bonds in force for applicant.

Signed this _____ day of _____,

By: _____

By: _____

Print Name: _____

Print Name: _____



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

303 Congress Street, Suite 502, Boston, Massachusetts 02210

Probate: Administrator, Executor, Personal Representative Affirmation Statement

For the Estate of _____

By accepting the Court appointment for this estate, making an application for, accepting, and submitting this bond to the Court, I acknowledge the following responsibilities:

I will pay any and all bond premium at the time it is due	_____
I will pay any and all attorney fees related to the estate	_____
I will pay any and all court fees related to the estate	_____
I will close the estate with the court	_____
I will retain an attorney until the estate is closed (required for bonds over \$25,000)	_____
I will provide a copy of the annual accounting (required for bonds over \$250,000)	_____

I understand this bond is not cancelable, it will remain in effect and renew annually until the estate has been closed _____

I affirm I have read and understand these conditions on this _____ day of _____, 20____

Applicant

(printed or typed name)

By: _____
(signature)