



## APPLICATION FOR COURT, PROBATE, SUPERSEDEAS BONDS

|                  |
|------------------|
| <b>PRINCIPAL</b> |
|------------------|

|   |                     |
|---|---------------------|
| Entity: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Sub S Corporation <input type="checkbox"/> LLC (Attach Copy of Agreement)               |                     |
| Name  |                     |
| Mailing Address   |                     |
| City, State, Zip  |                     |
| Physical Address  |                     |
| City, State, Zip  |                     |
| Phone: (        )   | Fax: (        )     |
| Nature of Business  | Federal I.D. Number |
| How long have you been engaged in the business for which this bond is required?   |                     |
| Have any claims ever been made against bonds you have posted in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, explain on separate sheet)  |                     |
| Has Principal or have any of its owners, partners or stockholders ever failed in business, compromised with creditors, been subject of bankruptcy or surety claims proceedings? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, please explain on separate sheet) |                     |

|                      |
|----------------------|
| <b>BOND REQUIRED</b> |
|----------------------|

|  |      |                |
|--|------|----------------|
| Obligee                                |      |                |
| Address                                |      |                |
| City, State, Zip                       |      |                |
| Description of Bond (attach bond form) |      |                |
| Bond Amount \$                         | Term | Effective Date |
| Probably length of time bond will run  |      |                |

|   |
|---|
| <b>GIVE THE FOLLOWING INFORMATION ON EACH OWNER, PARTNER OR STOCKHOLDER</b> |
|---|

|                            |                   |
|----------------------------|-------------------|
| Name                       | Social Security # |
| Name of Spouse             | Social Security # |
| Residence Mailing Address  |                   |
| City, State and Zip        |                   |
| Residence Physical Address |                   |
| City, State and Zip        |                   |
| Title                      | % Ownership       |
| Phone: (        )          | Years Experience  |
| Name                       | Social Security # |
| Name of Spouse             | Social Security # |
| Residence Mailing Address  |                   |
| City, State and Zip        |                   |
| Residence Physical Address |                   |
| City, State and Zip        |                   |
| Title                      | % Ownership       |
| Phone: (        )          | Years Experience  |
| Name                       | Social Security # |
| Name of Spouse             | Social Security # |
| Residence Mailing Address  |                   |
| City, State and Zip        |                   |
| Residence Physical Address |                   |
| City, State and Zip        |                   |
| Title                      | % Ownership       |
| Phone: (        )          | Years Experience  |

**Please attach additional owner, partner or stockholder information on separate sheet.**

**NOTE: From this point, fill out only that part of the application that pertains to the bond required.**

**COURT-JUDICIAL & SUPERSEDEAS PROCEEDINGS**

|                                     |  |
|-------------------------------------|--|
| Title of Action                     | vs.                                    |
| Court and County or District, State |  |
| Amount of claim or judgment         | Are you the plaintiff or the defendant |
| Names of Attorney                   |  |
| Address                             |  |
| City, State, Zip                    |  |
| Phone ( )                           | Fax ( )                                |

**ATTACH COPIES OF PERTINENT COURT DOCUMENTS.  
If Supersedeas Bond (100% Collateral in the form of cash or equivalent is required)**

**PROBATE AND OTHER FIDUCIARY**

|  |          |           |          |
|--|----------|-----------|----------|
| Bond Filed In  | Court of | County    | State of |
| Have you given prior bond in this estate or do you succeed any other fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If answer is yes, give full particulars and reason for change. |          |           |          |
| Where are fund of the estate deposited?  |          |           |          |
| Name of Financial Institution  |          |           |          |
| Address  |          |           |          |
| City, State, Zip   |          | Phone ( ) |          |
| Are you indebted to the estate? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If so, how much and how secured?   |          |           |          |
| Is there a going business in the Estate? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If so, state nature and whether it is to be continued or liquidated                                   |          |           |          |
| Name of Attorney   |          |           |          |
| Address  |          |           |          |
| City, State, Zip   |          |           |          |
| Phone ( )  |          | Fax ( )   |          |

**ATTACH SCHEDULE OF ALL ASSETS & LIABILITIES OF THE ESTATE  
ATTACH COPIES OF PERTINENT COURT DOCUMENTS**

**BONDS OF ADMINISTRATORS, EXECUTORS, GUARDIANS,  
COMMITTEES, CONSERVATORS AND TRUSTEES**

|   |                               |
|---|-------------------------------|
| Name of Decedent, Minor or Incompetent  | Age                           |
| Date of Appointment   |                               |
| Did Decedent Leave a Will? <input type="checkbox"/> Yes <input type="checkbox"/> No | If so, attach a copy thereof  |
| Is Any Will Contest Expected?   | What is Your Share in Estate? |
| How are you related to Decedent, Minor or Incompetent?                              |                               |
| Name of Attorney  |                               |
| Address   |                               |
| City, State Zip   |                               |
| Phone ( )   | Fax ( )                       |

ADMINISTRATOR AND EXECUTOR – List Heirs and Ages  
TRUSTEE UNDER WILL – List Beneficiaries and Ages  
GUARDIAN OR MINORS – List Minors and Ages

| NAME | AGE | RELATIONSHIP TO DEPENDENT OR WARD |
|------|-----|-----------------------------------|
|      |     |                                   |
|      |     |                                   |
|      |     |                                   |
|      |     |                                   |

## INDEMNITY AGREEMENT – READ CAREFULLY

Within this Agreement, those who sign below except for the witnesses will be referred to as the Indemnitors. American Safety Casualty Insurance Company, its successors and assigns, will be referred to as the Surety. Indemnitors now request the Surety to furnish a Bond. To induce the Surety to do so, the Indemnitors state the following:

### REPRESENTATIONS OF FACT:

1. Either one, some or all of the Indemnitors have asked the Surety to provide a Bond.
2. The Indemnitors, both as an entire group and individually, have a substantial and beneficial interest in receiving the Bond.

### PROMISES AND AGREEMENTS

In consideration of the Surety furnishing the Bond, the Indemnitors both as an entire group and individually agree to the following:

1. To promptly pay the Bond premiums as they fall due until the Surety receives legally adequate evidence that it has been relieved of any obligation.
2. To promptly pay on behalf of the Surety, and if the Surety makes a prior payment, to promptly reimburse the Surety for all incurred loss and expense of whatever kind including, but not limited to, investigation costs, interest, court costs, and attorney fees (hereinafter, the 'Loss') stemming from the Surety either furnishing the Bond or enforcing this Agreement.
3. To regard the Surety as entitled to prompt reimbursement for any payment it makes in the belief that either it is liable or payment is necessary.
4. To regard the Loss as proven when the Surety provides either originals or photocopies or either claim drafts or payment records kept in the ordinary course of business, including computer printouts as verified by affidavit.
5. To deposit with the Surety, when it demands, the amount of any reserve posted against such Loss. The Surety need only believe a potential liability exists for such Loss for the Surety to be deemed as acting in good faith when it posts the reserve and demands the deposit.
6. To permit the Surety's representatives to examine the assets and accompanying records as pledged to induce the Surety to furnish the Bond.
7. To grant the Surety the absolute discretionary right to obtain its release from the Bond. The Surety shall not be charged any damages sustained by the Indemnitors that may result.
8. Because the Surety may, at times participate with co-sureties, reinsurers, and other sureties, this Agreement shall insure to the benefit of such others as their interests may appear.
9. The validity of this Agreement shall not be impaired by, the Surety shall incur no liability on account of, and the Indemnitors need not be notified of:
  - (a) The Surety furnishing the Bond and renewals thereof.
  - (b) Either the Surety's failure or its refusal to furnish the Bond.
  - (c) Either the Surety's consent or its failure to consent to changes in either the terms, provisions, the obligation of the Bond, or the obligation secured by the Bond.
  - (d) Either the taking, failing to take, or releasing of security, collateral, assignment, and the like as pertains to the Bond.
  - (e) The release by the Surety of any of the Indemnitors.
  - (f) Information which may come to the attention of the Surety which either affects or might affect either its rights and liabilities, those of the Indemnitors, or any one of them.
10. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

**WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY AND CONSULTED AN ATTORNEY TO THE EXTENT WE BELIEVED NECESSARY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY MANNER LESSEN OUR OBLIGATIONS AS DESCRIBED HEREIN.**

#### IF PRINCIPAL IS:

**SOLE PROPRIETORSHIP, owner must sign as principal. Also the owner and spouse must sign individually.  
 PARTNERSHIP, one authorized partner must sign for principal. Also all authorized partners and their spouses must sign individually.  
 CORPORATION, President must sign for principal. Also stockholders of corporation owning 10% or more and their spouses must sign individually.  
 LLC, the managing member must sign on behalf of the LLC. Also all authorized managers/members and their spouses must sign individually.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

|  |   |
|--|---|
| PRINCIPAL NAME: _____<br><small style="text-align: center;">Type or Print Principal Name</small> | BY: _____<br><small style="text-align: center;">Signature</small> |
| _____<br><small style="text-align: center;">Type or Print Name &amp; Title</small>               | _____<br><small style="text-align: center;">Signature</small>     |

\_\_\_\_\_  
Type or Print Name of Individual Indemnitor

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Individual Indemnitor

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Individual Indemnitor

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Individual Indemnitor

X \_\_\_\_\_  
Signature

**\*\*\*\*\*IMPORTANT – All Signatures Must Be Notarized on the Following Page\*\*\*\*\***

|                     |              |
|---------------------|--------------|
| Agent Name          |              |
| Address             |              |
| City, State and Zip |              |
| Phone # (    )      | Fax # (    ) |

ALL PURPOSE ACKNOWLEDGEMENT

Corporate Acknowledgement

State of \_\_\_\_\_
County of \_\_\_\_\_ } s.s.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ of
to me known, who, being by me duly sworn, did depose and say: that he is the \_\_\_\_\_ the corporation described in and which executed the
above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was affixed by order of
the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public
My Commission Expires \_\_\_\_\_

LLC Acknowledgement

State of \_\_\_\_\_
County of \_\_\_\_\_ } s.s.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ of
to me known, who, being by me duly sworn, did depose and say: that he is the \_\_\_\_\_ the corporation described in and which executed the
above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was affixed by order of
the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public
My Commission Expires \_\_\_\_\_

Partnership Acknowledgement

State of \_\_\_\_\_
County of \_\_\_\_\_ } s.s.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known, and
known to me to be one of the firm of \_\_\_\_\_ and acknowledged
that he executed the forgoing instrument as the act of the said firm.

\_\_\_\_\_  
Notary Public
My Commission Expires \_\_\_\_\_

Individual Acknowledgement

State of \_\_\_\_\_
County of \_\_\_\_\_ } s.s.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ to me
known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public
My Commission Expires \_\_\_\_\_

Individual Acknowledgement

State of \_\_\_\_\_
County of \_\_\_\_\_ } s.s.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ to me
known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public
My Commission Expires \_\_\_\_\_

Individual Acknowledgement

State of \_\_\_\_\_
County of \_\_\_\_\_ } s.s.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ to me
known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public
My Commission Expires \_\_\_\_\_



# CONSENT TO CREDIT HISTORY

## ATTACHMENT TO SURETY BOND QUESTIONNAIRE RE THE OBTAINING AND USE OF PERSONAL CREDIT HISTORY

The undersigned personal and/or business guarantor(s) acknowledge and recognize that his, her, or its individual or business credit history may be a necessary factor in the evaluation of this personal guarantee. The undersigned hereby consent to, and authorize American Safety Casualty Insurance Company, its agents, assigns, or successors to obtain, at any time, as they deem necessary, a consumer credit report on the undersigned. This authorization shall remain in full force and effect until cancelled in writing by both the undersigned and an authorized representative of American Safety Casualty Insurance Company, its agents, assigns or successors.

1. \_\_\_\_\_ X \_\_\_\_\_  
 Print Name Signature

\_\_\_\_\_  
 Address SSN

\_\_\_\_\_  
 City State ZIP

2. \_\_\_\_\_ X \_\_\_\_\_  
 Print Name Signature

\_\_\_\_\_  
 Address SSN

\_\_\_\_\_  
 City State ZIP

3. \_\_\_\_\_ X \_\_\_\_\_  
 Print Name Signature

\_\_\_\_\_  
 Address SSN

\_\_\_\_\_  
 City State ZIP

4. \_\_\_\_\_ X \_\_\_\_\_  
 Print Name Signature

\_\_\_\_\_  
 Address SSN

\_\_\_\_\_  
 City State ZIP

5. \_\_\_\_\_ X \_\_\_\_\_  
 Print Name Signature

\_\_\_\_\_  
 Address SSN

\_\_\_\_\_  
 City State ZIP