

Phillips Bonding Agency

APPLICATION FOR EXECUTOR, ADMINISTRATOR OR FIDUCIARY BOND

PHILLIPS BONDING AGENCY – 2300 Contra Costa Blvd. Suite 280 Pleasant Hill, Ca. 94523 – (925) 687-4400 – FAX (925) 687-4040

ISSUING COMPANY: _____ BOND NUMBER: _____ HRG/ORDER DATE: _____

(*Confidential* Personal Data please complete fully)

Applicants Name: _____ Net Worth?: _____

Street Address: _____ (Your Assets minus your liabilities = Net Worth)

City, State, Zip: _____ Occupation: _____

Home Phone #: _____ Own / Rent _____ (If retired please state prior Occup.)

Soc. Sec. #: _____ Age: _____ Employed at: _____

% Share of Estate: _____ # Yrs.: _____ Work Phone: _____

Your Relationship To Decedent: _____ e-Mail address: _____

Bond Type: _____ County of Court: _____

Bond Amount: _____ Prem./Yr.: _____ Case Number: _____

Attorney Name: _____ Notes: _____

Firm Name: _____

Address: _____

City, State, Zip: _____

Atty. Ph. #: _____ Atty. Fax #: _____

Name of Decedent: _____ Date of Death: _____

	<u>Cash</u>	\$	_____		
	<u>Stocks/Bonds</u>	\$	_____	<u>Real Property:</u>	\$
<u>Personal Property:</u>	<u>Misc. Personal Property</u>	\$	_____	<u>Real Property:</u>	\$
	<u>Total P/P</u>	\$	_____	<u>Total R/P</u>	\$

YES

NO

Please explain all Yes responses

Has another bonding company declined this bond?

Do you replace a prior fiduciary?

Does bond replace a prior bond?

Is there a going business in the Estate?

Are you indebted to the Estate?

Have you had prior custody of assets in any capacity?

Will joint Control be exercised?

(i.e. between Applicant and Attorney)

I RECOMMEND THIS RISK: _____

SIDE (2)
APPLICATION FOR EXECUTOR, ADMINISTRATOR OR FIDUCIARY BOND

IN RE: _____ **COUNTY OF** _____ **CASE NUMBER** _____

INDEMNITY AGREEMENT

Each of the undersigned (except for the witnesses), hereinafter called the Indemnitor(s), hereby affirms that the statements made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety Company, hereinafter referred to as the Company or Surety, to execute or procure the execution of a certain bond or undertaking herein applied for, subsequent bonds, undertakings and any and all extensions, modifications or renewals thereof, additions or substitutions thereof, any and all such instruments separately and collectively being hereinafter called the Bond.

To pay the Company the initial premium in advance and any renewal or additional premium within thirty (30) days, and to indemnify and keep indemnified the Surety, and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatever kind or nature, including counsel and attorney's fees, which the Company shall or may at any time sustain or incur by reason or in consequence or having executed said bond.

NOTE: FIRST YEAR PREMIUM IS FULLY EARNED AND NOT PRO-RATED

That the Surety has the right in its sole discretion to decline any Application or to decline to issue any bonds at any time for whatever reason. That the Surety has the right to conduct such investigations of indemnitors including the examination of assets, books, records and credit history as the surety deems appropriate.

The applicant and each indemnitor agrees that this document and all bonds issued by the surety will be subject to the terms of the Uniform electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State Legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulate electronic commerce. Any person who includes any false or misleading information in an application for an insurance policy is subject to criminal and civil penalties.

- 1) Do you understand that the first year's bond premium is not refundable? _____
- 2) Do you understand the court must order all increases and reductions to the bond? _____
- 3) Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety? _____
- 4) Do you understand the bond premium is to be paid annually? _____
- 5) Do you understand you must retain an attorney throughout the administration of the estate? _____

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

Applicant(s) sign below

x _____ x _____
Indemnitor/Applicant **Date** **Indemnitor/Applicant** **Date**

SECURITY AGREEMENT: Please Read Below Carefully and Enter information as required for full consideration of issuing bond.

AUTHORIZATION TO CHARGE CREDIT CARD IN THE EVENT OF NON-PAYMENT OF PREMIUM.

Phillips Bonding Agency will continue to provide bonds and services to its clients on a timely basis, from quality Surety Companies who require the guaranteed premiums be paid within (30) days after date of renewal each year until we are furnished, by you or your attorney, with a final discharge or other judgment exonerating the bond or surety in this matter. The authorization information below will be held on file in confidence. The credit card number may be checked for validity before issuance of the bond. No charge will be made unless or until non-payment of premium as described below.

Phillips Bonding Agency will hold this authorization information on file until there is a non-payment of premium through normal means of billing practice. If, after a billing cycle of (30) days from the date of issuance of the bond (specifically the date of execution on the bond form), premium is not received in this office by close of business on the (30th) day, then you authorize us to charge the card below for "premium(s) due".

Once the "premium(s) due" becomes (31) days late, the card number below may be used to pay the premium for the bond or service which was provided to you by **Phillips Bonding Agency** at 2300 Contra Costa Blvd. Suite 280 Pleasant Hill, Ca. 94523 – (925) 687-4400.

Applicant agrees **Phillips Bonding Agency** may pursue all avenues of collection, including use of collection agencies, and authorizes **Phillips Bonding Agency** to submit credit card charges using the charge card listed below to recover all payments due and all other unpaid amounts due to non-payment of premium.

CARD TYPE: VISA MASTERCARD NAME ON CARD: _____
(if other than applicant)

CARD NUMBER: _____ EXP. DATE _____ / _____

I hereby declare that I am the holder of the above credit card, or have been authorized by the holder of said card, to use it to pay premium(s) or services provided by the Phillips Bonding Agency, I also understand that this credit card may be charged for any future invoice renewal premiums that become more than (30) days past due as described above.

Applicants Signature x _____ Date _____