

# Phillips Bonding Agency

## APPLICATION FOR CONSERVATOR, GUARDIAN OR TRUSTEE BOND

PHILLIPS BONDING AGENCY – 2300 Contra Costa Blvd. Suite 280 Pleasant Hill, CA 94523 – Ph: 925.687.4400 – Fax: 925.687.4040

ISSUING COMPANY: \_\_\_\_\_ BOND NUMBER: \_\_\_\_\_ HRG/ORDER DATE: \_\_\_\_\_

(\*Confidential\* Personal Data please complete fully)

Applicant's Name: \_\_\_\_\_ Net Worth: \_\_\_\_\_

Street Address: \_\_\_\_\_ Do you own real property: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Occupation: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Soc. Sec. #: \_\_\_\_\_ Age/DOB: \_\_\_\_\_ Employed at: \_\_\_\_\_

Your Relationship to Conservatee, # Yrs.: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Trustor or Minor(s): \_\_\_\_\_ Email address: \_\_\_\_\_

Bond Type: \_\_\_\_\_ County of Court: \_\_\_\_\_

Bond Amount: \_\_\_\_\_ Premium: \_\_\_\_\_ Case Number: \_\_\_\_\_

Attorney Name: \_\_\_\_\_ Notes: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Atty. Ph. #: \_\_\_\_\_ Atty. Fax #: \_\_\_\_\_

Name of Conservatee, Minor(s) or Trust Beneficiary: \_\_\_\_\_ Age/DOB: \_\_\_\_\_

Address of Conservatee, Minor(s) or Trust Beneficiary: \_\_\_\_\_

Does Conservatee have a Will, Trust or other Estate plan?: \_\_\_\_\_

If bond is for a Trust, will the Trust continue under court supervision?: \_\_\_\_\_

### Estimated Estate Assets:

Total Personal Property:

Total Real Property:

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?

AGENT'S RECOMMENDATION OF THIS RISK: \_\_\_\_\_

**SIDE (2)**  
**APPLICATION FOR CONSERVATOR, GUARDIAN OR TRUSTEE BOND**

<b>IN RE:</b> _____	<b>COUNTY OF</b> _____	<b>CASE NUMBER</b> _____
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**INDEMNITY AGREEMENT**

Each of the undersigned, hereinafter referred to as Principal and Indemnitor(s), hereby affirm 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 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.

Principal and Indemnitor(s) hereby agree as follows:

1. To pay the Company the initial premium and any renewal or additional premium within thirty (30) days, and acknowledge the **FIRST YEAR PREMIUM IS FULLY EARNED AND WILL NOT BE PRO-RATED**;
2. To jointly and severally indemnify and keep indemnified the Surety, and hold and save the Surety harmless from and against any and all Loss. Loss is defined as any payment, loss, cost or expense either incurred or anticipated by Surety in Connection with any Bond or this agreement including but not limited to: (i) payment of Bond premium and/or proceeds or any other expense in connection with claims, potential claims, demands, claim fees, penalties, interest, court costs, collection agency fees, (ii) costs related to taking, protecting, administering, realizing upon, or releasing collateral; and (iii) attorneys' and consultants' fees, including but not limited to, those incurred in defense of Bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights;
3. That a facsimile or electronic copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement;
4. That Surety shall have the exclusive right in its sole discretion to decide and determine whether any claim, liability, suit or judgment brought against the Surety on any Bond shall or shall not be paid, compromised, defended, tried or appealed;
5. That with the signature(s) below, we are representing ourselves as both a Principal and an Indemnitor, as referenced herein;
6. We hereby consent and agree that Surety may access personal credit reports from time to time for the purposes of (including, but not limited to): (i) evaluating and monitoring credit worthiness for the extension of surety credit; (ii) verifying information provided by Principal and Indemnitor(s); and (iii) aiding in the collection of any loss;
7. 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;
8. 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.
9. Affirmations (please initial):
  - i. Do you understand that the first year's bond premium is not refundable? \_\_\_\_\_
  - ii. Do you understand the court must order all increases and reductions to the bond? \_\_\_\_\_
  - iii. Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety? \_\_\_\_\_
  - iv. Do you understand the bond premium is to be paid annually? \_\_\_\_\_
  - v. 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.

**Principal/Indemnitors: sign below**

X _____	X _____
Date	Date