



# UNIVERSAL SURETY COMPANY INLAND INSURANCE COMPANY



PO Box 80468  
Lincoln, NE 68501

AGENCY:  
ADDRESS:

BOND #:

## PROBATE AND COURT BOND APPLICATION

| GENERAL INFORMATION                                      |                              |   |  |                        |
|--|------------------------------|---|--|------------------------|
| Required for All Applicants                              | Applicant's name             |   | Individual <input type="checkbox"/>  |                        |
|  | Street Address               |   | Partnership <input type="checkbox"/>   |                        |
|  |                              |   | Corporation <input type="checkbox"/>   |                        |
|  |                              |   | LLC <input type="checkbox"/>   |                        |
|  | Social Security # (Tax ID #) | Employer/Occupation (Type of Business)  | For How Long?  |                        |
|  | Have you ever                | declared bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>       | had a civil judgment? Yes <input type="checkbox"/> No <input type="checkbox"/> |                        |
|  |                              | had a criminal conviction? Yes <input type="checkbox"/> No <input type="checkbox"/> | been bonded? Yes <input type="checkbox"/> No <input type="checkbox"/>          | If so, name of surety: |
| Bond Runs To (Court where bond will be filed)            |                              | Is this a new bond? <input type="checkbox"/>  | Renewal bond of Universal Surety? <input type="checkbox"/>                     |                        |
| Bond Amount  | Effective Date               | Bond to Expire (if continuous, leave blank)   | Prior Bond Number  |                        |
| Name and Address of Attorney                             |                              |   |  |                        |
| Renewal bond of another surety? <input type="checkbox"/> |                              |   |  |                        |

| PROBATE BOND  |  |  |  |                     |
|---|--|--|--|---------------------|
| Complete for Probate Bond                             | <input type="checkbox"/> Administrator           | <input type="checkbox"/> Trustee                         | <input type="checkbox"/> Guardian  |                     |
|   | <input type="checkbox"/> Executor                | <input type="checkbox"/> Other (Please Describe)         | <input type="checkbox"/> Conservatorship                                   |                     |
|   | <input type="checkbox"/> Personal Representative |  | <input type="checkbox"/> Incompetent                                       |                     |
|   |  |  | <input type="checkbox"/> Minor   |                     |
|   | Name of Deceased (Ward)                          |  | Date of Death (Date of Birth if ward)                                      | Date of Appointment |
|   | What is your relationship to deceased (ward)?    |  | <b>Please answer the following<br/>(if Yes, please submit explanation)</b> |                     |
| List all heirs under the estate (Name & Relationship) |  | Is applicant indebted to the estate?                     | Yes <input type="checkbox"/> No <input type="checkbox"/>                   |                     |
|   |  | Is there dissension among heirs?                         | Yes <input type="checkbox"/> No <input type="checkbox"/>                   |                     |
|   |  | Will applicant continue a going business for the estate? | Yes <input type="checkbox"/> No <input type="checkbox"/>                   |                     |
|   |  | Is the applicant's appointment being contested?          | Yes <input type="checkbox"/> No <input type="checkbox"/>                   |                     |
|   |  | Is the applicant a successor fiduciary?                  | Yes <input type="checkbox"/> No <input type="checkbox"/>                   |                     |
|   |  | Has there been a prior surety?                           | Yes <input type="checkbox"/> No <input type="checkbox"/>                   |                     |
| Value of Estate                                       | Cash/Securities                                  | Real Estate  | Other Assets/Personal Property   |                     |
|   | Debts (other than mortgages)                     | Real Estate Mortgages                                    | Annual Income (if ongoing estate)  |                     |

| COURT/MISCELLANEOUS FIDUCIARY BOND |                                     |   |  |
|------------------------------------|-------------------------------------|---|--|
| Complete for Court Bond            | <input type="checkbox"/> Appeal     | <input type="checkbox"/> Injunction           | <input type="checkbox"/> Other (Please Describe) |
|                                    | <input type="checkbox"/> Attachment | <input type="checkbox"/> Indemnity to Sheriff | <input type="checkbox"/> Receiver                |
|                                    | <input type="checkbox"/> Cost       | <input type="checkbox"/> Replevin             | <input type="checkbox"/> Trustee in              |
|                                    |                                     |   | <input type="checkbox"/> Referee                 |
|                                    |                                     |   | <input type="checkbox"/> Bankruptcy Court        |
| Title of Case                      |                                     |   |  |
| Name of Plaintiff                  |                                     | Name of Defendant                             |  |
| Trustee or Receiver                | Estimated Assets of Trust           | Estimated Liabilities of Trust                | Date of Appointment                              |

## FINANCIAL STATEMENT

Statement of Applicant's Assets and Liabilities as of: \_\_\_\_\_, 20

|                             | ASSETS  | LIABILITIES   |  |
|-----------------------------|---|---|--|
| Required for All Applicants | Cash/Securities (list institutions)               | Notes Payable – Including Credit Card Debt (describe) |  |
|                             | Accounts Receivable                               | Accounts Payable                                      |  |
|                             | Real Estate, Personal Residence (provide address) | Mortgage, Personal Residence                          |  |
|                             | Real Estate, Other (provide address)              | Mortgage, Other                                       |  |
|                             | Other Assets (describe)                           | Other Liabilities (describe)                          |  |
|                             | Retirement Assets (Pension, 401K, IRA)            | <b>TOTAL LIABILITIES</b>                              |  |
|                             | <b>TOTAL ASSETS</b>                               | <b>SURPLUS/NET WORTH</b>                              |  |

### AGENT'S RECOMMENDATION

*Your recommendation will be helpful. Please provide a summary of your experience with the applicant.*

### INDEMNITY AGREEMENT (READ CAREFULLY)

**Application is hereby made for above bond or undertaking.**

In the event that Universal Surety Company or Inland Insurance Company (hereinafter referred to as "Surety") now or in the future executes or procures any bond(s) or undertaking(s) for Applicant, then each of the undersigned represents that the statements contained in the foregoing Application are true and correct, and each of the undersigned further covenants and agrees as follows:

1. Applicant will pay Surety or its agents premiums when due, including annual renewal premiums, until satisfactory evidence of termination of liability has been provided to the Surety.
2. Applicant shall perform all conditions of any bond(s) or undertaking(s) now or in the future executed by Surety or procured by Surety for Applicant. Applicant and the undersigned will furnish written legal proof that Applicant has fully complied with the terms of any and all such bond(s) and undertaking(s).
3. The undersigned will at all times indemnify Surety and save it harmless from and against any and all claims, demands, judgments, liabilities, loss, damage, or expense of every kind and nature, including court costs and attorney fees, which it shall sustain or incur in consequence of it having executed or procured any bond(s) or undertaking(s) for Applicant, including any future bond or undertaking. Upon Surety's demand, the undersigned, and each of them, will deposit sufficient funds as collateral with Surety to meet every such claim, demand, judgment, liability, loss, damage or expense before Surety shall be required to pay the same.
4. Surety shall have the sole and exclusive right to decline to become surety or to withdraw as surety upon any bond(s) or undertaking(s) whenever it sees fit so to do. Surety shall not be required to disclose its reasons for doing so, and Surety shall have no liability to Applicant or any of the undersigned for any loss or damage resulting from said act.
5. Surety shall have the sole right to settle, compromise, adjust or pay any claim, demand or judgment made or rendered against it, by reason of its obligation of suretyship.
6. The obligations provided for herein shall continue in full force and effect until terminated in writing by each indemnitor and provided to Surety; such termination, if any, shall be prospective only, and shall have no effect on any bond(s) or undertaking(s) executed prior to the Surety's receipt of said termination.
7. Surety shall have the right to procure a credit investigation which may include but not be limited to information as to the character, general reputation, personal characteristics and mode of living of any or all of the undersigned and Applicant. This right shall continue so long as Surety continues to provide bonds and/or bonding capacity pursuant hereto, and so long as this agreement is in effect.
8. If this agreement is signed by two or more persons, firms, partnerships or corporations, then all obligations herein assumed shall be joint and several. If any undersigned is a married person, he or she hereby binds any joint and separate estate to the performance hereof. Each of the undersigned agrees that all of the terms of this agreement shall extend to and stand for the protection of Surety, any other surety and/or co-surety procured by it, or any reinsuring person or corporation.

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

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

*Witness Signatures (all signatures should be witnessed)*

*Applicant/Indemnitor Signatures*