



FIDUCIARY SURETY BOND APPLICATION

APPLICANT

Full Name (First, Last)		Date of Birth	Phone Number	Email Address	
Current Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> N/A	Street Address		City	State	ZIP Code
Social Security Number	Occupation		Net Worth (USD) \$	Relationship to <input type="checkbox"/> Ward or <input type="checkbox"/> Decedent:	

Miscellaneous

Has the applicant ever	Explanations for fields marked Yes (If a longer explanation is necessary, attach to the end of this document)	
1. declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. been indebted to Estate? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. used Estate for business? <input type="checkbox"/> Yes <input type="checkbox"/> No		
4. had a criminal conviction? <input type="checkbox"/> Yes <input type="checkbox"/> No		

ESTATE, TRUST, OR RECEIVERSHIP INFORMATION

Name of Deceased or Title of Case		Court Number	Date of Appointment	
Court Title	Court Address	City	State	ZIP Code
Attorney Name	Attorney Address	City	State	ZIP Code
Bond Type	Bond Amount \$			

Estimated Assets of Estate, Trust, or Receivership

Cash & Securities \$	Personal Property \$	Real Estate \$	Debts of Estate \$	
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BOND SPECIFICS BASED ON REQUEST

1. Short-term Bonds (Administrators, Executors, Personal Representatives)

Date of Deceased's Death	List the Heirs and Legatees
Applicant's Share of Estate \$	

2. Long-term Bonds (Guardianship, Conservatorship, etc.)

How often will accounting be required?	List Wards / Beneficiaries of Trust, with Age noted in parentheses beside each name
Joint Control <input type="checkbox"/> Will be exercised <input type="checkbox"/> Will not be exercised <input type="checkbox"/> To be considered	

Attach a copy of Trust Agreement or Will

3. Bankruptcy Bonds (Receivers, Trustees)

Applicant Duties <input type="checkbox"/> Marshall assets, liquidate and distribute to creditors <input type="checkbox"/> Reorganize the business for continuance as a going concern <input type="checkbox"/> Other: _____	Applicant's Business Experience
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INDEMNITY AGREEMENT

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, Surety and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of Surety (individually and collectively called "Surety") as follows:

1. Applicant agrees to pay Surety an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with Surety's then current premium rates or any minimum earned premium until Surety shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to Surety, is furnished to Surety.
2. Applicant agrees that Surety may make any credit checks, including consumer and investigative credit checks, it deems necessary.
3. Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
4. Applicant agrees to indemnify and keep indemnified Surety and its agents and representatives and hold and save it them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which Surety or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
5. If Surety shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Surety a sum of money, equal to such reserve and any increase thereof, to be held by Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of Surety, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. If Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
7. An itemized statement of payments made by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the liability of the undersigned to reimburse Surety for such payments with interests.
8. Surety in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to time to: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by Surety shall be conclusive against and binding upon the undersigned.
9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
10. The undersigned hereby expressly waive notice from Surety of any claims or demand made against Surety or the principal under the bond or of any information Surety may receive concerning the principal, any contract, or bond. Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
11. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
12. All obligations of the principal, applicants, and indemnitors to Surety are due, payable and performable at the Surety's election, in the Surety's domicile where venue of any action to enforce this agreement may be brought by Surety. Surety shall be entitled to recover all attorney's fees (including those of attorneys employed by Surety), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
13. In consideration of the execution by Surety of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.
14. I specifically consent to the premium rate quoted by surety regardless of whether said rate is filed, unfiled, special, non-standard or any deviation from rates historically offered for similar risks. I furthermore understand that broker or agent fees may be included in my fee quote and to those I likewise specifically consent.

FRAUD WARNING

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. In consideration of the execution by the Surety, of the bond herein applied for, and any future bonds requested for the same estate, the undersigned, hereinafter called the Indemnitor, agrees: First, to pay the premium at the Surety's manual rates for the first year (which premium is fully earned) and annually in advance thereafter until said Surety is furnished with evidence satisfactory to it of the termination of its liability under the bond(s); Second, to indemnify the Surety against all loss, liability, costs, damages, attorneys' fees and expenses whatever, which the Surety may sustain or incur by reason or in consequence of having executed said bond(s) or any continuances, enlargements, modifications or renewal thereof or any substitute therefor. Vouchers or any other evidence of payment by the Surety of any loss, liability, costs, damages, attorneys' fees and expenses whatever sustained by it by reason of the execution of said bond(s) or in procuring its release from future liability under said bond(s) shall be prima facie evidence of the fact and extent of the Indemnitors' liability to the Surety; Third, the Surety shall have the right, and is hereby authorized, but not required, to adjust, settle, compromise any claim, demand, suit, or judgment, upon said bond(s) unless the undersigned requests the Surety to litigate such claim or demand or defend such suit or to appeal from such judgment, and shall deposit with the Surety collateral satisfactory to it in kind and amount; Fourth, that the Surety shall have the absolute right to procure its release from future liability under said bond(s) under any law for the release of sureties, and the Surety is hereby released of and from any damages that may be sustained by the Indemnitor by reason of such release; Fifth, that a representative of the Surety will be permitted at any time to examine the assets covered by the bond(s); Sixth, the Indemnitor shall notify Surety immediately of any withdrawal by the attorney for the estate and shall work to promptly appoint a successor attorney so no gap in representation occurs; Seventh, that the above agreements shall bind me and my heirs, executors, administrators, successors and assigns, jointly and severally. Applicant specifically consents to the premium rate quoted by surety regardless of whether said rate is filed, unfiled, special, non-standard or any deviation from rates historically offered for similar risks. Applicant furthermore understands that broker or agent fees may be included in the fee quote and to those who likewise specifically consent. The applicant hereby agrees as follows: This Application is submitted for commercial underwriting purposes. The Surety is authorized to conduct a credit investigation of the Applicant and listed affiliates and applicant will provide all requested financial statements and records.

Signed and dated this _____ day of _____, 20_____

Witness Signature: _____

Applicant Signature: _____

Witness Name: _____

Applicant Name: _____

Additional Indemnitors

Witness Signature: _____

Indemnitor 2 Signature: _____

Witness Name: _____

Indemnitor 2 Name: _____



Surety One, Inc.
5 W Hargett St, 4th Floor, Raleigh NC 27601
404 Av De La Constitución, #708, San Juan PR 00901
38 Greensboro Drive, Toronto ON M9W 1E1

SuretyOne.com

Underwriting@SuretyOne.com

T: 800 373 2804 F: 919 834 7039

T: 787 333 0222

WE'VE MADE IT EASY FOR YOU TO COMPLETE AND SUBMIT THIS APPLICATION

TWO EASY WAYS TO COMPLETE THIS APPLICATION — PRINT OR DIGITAL

For PRINT completion:

1. Print this PDF.
2. Complete the application with a black pen by legibly writing your responses in the applicable fields.
3. Use one of the following ways to submit the completed application:
 - a. Scan, then email the pages to Underwriting@SuretyOne.com or your assigned underwriter
 - b. Mail the pages to our Raleigh NC address (listed above)
 - c. Fax the pages to 919-834-7039

For DIGITAL completion:

1. Download this PDF to your computer.
2. Open the file in a PDF editor, such as Adobe Acrobat Reader DC (available for free here: <https://get.adobe.com/reader/>).
3. Complete the application by typing and clicking your responses in the applicable fields.
4. Save your updated file to your computer by going to File > Save as...
5. Use one of the following ways to submit the completed application:
 - a. Attach the PDF to an email, and send to Underwriting@SuretyOne.com or to your assigned underwriter
 - b. Upload the PDF to the form on SuretyOne.com/contact-us

Note: Incomplete applications may result in processing delays.