

# PROBATE AND FIDUCIARY BONDS APPLICATION

Type of Bond \_\_\_\_\_  
Hearing Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Bond No. \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Premium \$ \_\_\_\_\_  
Case No. \_\_\_\_\_

**THIS APPLICATION MUST BE COMPLETED IN  
DETAIL BEFORE BOND IS APPROVED FOR FILING.**

For Office Use Only		
<u>DESCRIPTION</u>	<u>BY</u>	<u>DATE</u>
UNDERWRITTEN	_____	_____
REVIEWED	_____	_____
APPROVED	_____	_____

Estate Name \_\_\_\_\_

Name \_\_\_\_\_ Tel. # \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Your Net Worth \$ \_\_\_\_\_ Date of Birth \_\_\_\_\_

Employer/Retired \_\_\_\_\_ Position/Previous Position \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. # \_\_\_\_\_ Length of Employment \_\_\_\_\_

Do you own a home? \_\_\_\_\_ Rent? \_\_\_\_\_ Other \_\_\_\_\_

Your Bank \_\_\_\_\_ Bank Account # \_\_\_\_\_

Bank Address \_\_\_\_\_

What is your relationship to Decedent/Conservatee/Minor \_\_\_\_\_

What is your share of this estate (Decedents estate only) \_\_\_\_\_

Have you had a criminal conviction? \_\_\_\_\_ Lost a civil judgment? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Have you or your spouse filed a personal bankruptcy? \_\_\_\_\_ If yes, when? \_\_\_\_\_

Are you indebted to Decedent/Conservatee? \_\_\_\_\_ If yes, amount \$ \_\_\_\_\_

Secured? Yes \_\_\_\_\_ No \_\_\_\_\_ How? \_\_\_\_\_

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## RATE SCHEDULE

\$0.00 - \$20,000.00	\$100.00
\$20,001.00 - \$60,000.00	\$100.00 plus \$5.00 per thousand
\$60,001.00 - \$200,000.00	\$300.00 plus \$4.00 per thousand
\$200,001.00 - \$500,000.00	\$860.00 plus \$3.00 per thousand
\$500,001.00 - \$1,500,000.00	\$1,760.00 plus \$2.00 per thousand

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Attorney handling this case \_\_\_\_\_

Law Firm \_\_\_\_\_ Tel. # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ESTATE INFORMATION**

Name of Decedent/Conservatee/Minor \_\_\_\_\_

Date of Birth of Conservatee/Minor \_\_\_\_\_

Estate Cash \_\_\_\_\_ Securities \_\_\_\_\_ Real Property \_\_\_\_\_

Other Assets \_\_\_\_\_ Annual Income (All Sources) \_\_\_\_\_

Bank where ESTATE ACCOUNT will be opened \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Where will securities be kept? \_\_\_\_\_  
(Safe deposit box, Brokerage – Including Name and Address)

Does the estate contain a going business? \_\_\_\_\_ If yes, name \_\_\_\_\_

Type \_\_\_\_\_ Will it be continued? \_\_\_\_\_

If yes, do you understand you must have a court order to continue business? \_\_\_\_\_

Do you understand that the first year's bond premium is not refundable? \_\_\_\_\_

Do you understand all increases and reductions of the bond must be ordered by the court? \_\_\_\_\_

Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the Surety?  
\_\_\_\_\_

Do you understand the bond premium is to be paid annually? \_\_\_\_\_

Do you understand you must retain an attorney throughout the administration of this estate/conservatorship? \_\_\_\_\_

**INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN**

The undersigned Applicant and Indemnitor certifies that all the foregoing answers given are the truth without reservation and are made to induce the Surety to become Surety on any or all bond(s) required to be posted by the Principal named herein as a result of his duties and obligations in administering the above-mentioned Estate. In consideration of the Surety executing any such bond(s) as may be required of Principal, the undersigned agrees as follows:

1. To reimburse American Contractors Indemnity Company ("Surety") upon demand for all payments made for and to indemnify Surety from:
  - a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
  - b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
  - c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
2. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Broward County, Florida and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Broward County, Florida.
3. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.

**FRAUD NOTICE:**

Any person who, with the 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.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

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

SIGNATURE, APPLICANT