



Performance Bonding Surety & Insurance Brokerage, L.P.

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COURT & COMMERCIAL BOND APPLICATION

COMPLETE SECTIONS 1 & 2 FOR ALL BONDS PLUS THE SECTION WHICH PERTAINS TO THE TYPE OF BONDS REQUESTED

PROBATE - LICENSE - COURT - OTHER

APPLICANT BOND NO.

1

NAME, ADDRESS, PHONE, SOCIAL SECURITY/FEIN NUMBER, NATURE OF BUSINESS/OCCUPATION, DATE ESTABLISHED, PLEASE ESTIMATE YOUR FIRM'S NET WORTH, PERSONAL NET WORTH

- CORPORATION, PARTNERSHIP, PROPRIETORSHIP, INDIVIDUAL, LLC

BOND REQUIRED

2

NAME AND ADDRESS OF OBLIGEE (ENTITY REQUIRING BOND), TYPE OF BOND, BOND AMOUNT, EFFECTIVE DATE, EXPIRATION DATE, HAS ANOTHER SURETY DECLINED OR CANCELLED THIS BOND?

ATTACH BOND FORM AND ALL PERTINENT INFORMATION

COMPLETE APPROPRIATE SECTION BELOW COURT - JUDICIAL PROCEEDINGS

3

TYPE OF BOND, AMOUNT OF JUDGMENT, NAME AND LOCATION OF COURT, DATE OF JUDGMENT, NAME OF PLAINTIFF, DEFENDANT, NAME AND ADDRESS OF ATTORNEY, PHONE NUMBER, DESCRIBE NATURE OF AND REASON FOR ACTION, DESCRIPTION OF PROPERTY INVOLVED, VALUE, DATE ACTION TO BE FILED, DOCKET #

PROBATE AND OTHER FIDUCIARY

4

ADMINISTRATOR, EXECUTOR, GUARDIAN, PERSONAL REPRESENTATIVE, CONSERVATOR, SALE OF REAL ESTATE, TRUSTEE, RECEIVER, OTHER, NAME OF DECEASED, WARD OR BANKRUPT, NAME AND ADDRESS OF COURT, DOCKET#, NAME AND ADDRESS OF ATTORNEY, PHONE NUMBER, DATE OF APPOINTMENT, RELATIONSHIP OF APPLICANT TO ESTATE, DATE OF BIRTH OF WARD OR INCOMPETENT, DATE OF DEATH OF DECEASED, ASSETS OF THE ESTATE: CASH, STOCKS, BONDS, REAL ESTATE, OTHER ASSETS, LIABILITIES: MORTGAGES, BORROWED ON SECURITIES, OTHER DEBTS

(IF ANSWER TO ANY OF THESE QUESTIONS IS YES PLEASE SUBMIT FULL DETAILS TO THE COMPANY FOR APPROVAL PRIOR TO EXECUTING BOND.)

Every Indemnitor must initial each page

AGREEMENT OF INDEMNITY

The undersigned have requested and do request that North American Specialty Insurance Company, Washington International Insurance Company, North American Capacity Insurance Company, Westport Insurance Corporation, and any existing or future affiliates, subsidiaries, divisions, successors, assigns, co-sureties, or reinsurers ("Surety") execute or procure the execution of surety bonds ("Bonds"). This Indemnity Agreement ("Agreement") shall cover all Bonds that have been and as may hereafter be applied for or executed on behalf of any of the following ("Indemnitors"): the undersigned, any successors, any affiliates, any subsidiaries, any joint venture with others, and any person, firm, corporation or association furnished to the Surety by any of the undersigned. The undersigned hereby certify the truth of all statements in the application and attachments and jointly and severally agree:

- 1) to pay the usual premiums including continuations and/or renewals;
- 2) to completely **INDEMNIFY** Surety against any and all liability, loss, costs, damages, attorneys' fees and other expenses which Surety may sustain or incur by reason of, or in consequence of the execution of such Bonds and any renewal, continuation or successor thereof.
- 3) that this agreement shall cover not only the suretyship above recited, but all alterations, renewals, extensions, modifications or increases in bond amount which may be requested or assented to by the Principal named in said Bond.
- 4) that Surety shall have the right to pay, settle or compromise any claim, demand, suit or judgment upon said Bond(s) and its decision in good faith to make any payment shall be final and conclusive as to the fact and extent of the liability of the undersigned.
- 5) upon demand by Surety, to deposit current funds with Surety in amount sufficient to satisfy any liability, claim asserted, suit or judgment by reason of such suretyship.
- 6) that if said Bond is cancelable, this agreement may be terminated by the undersigned as to subsequent liability, upon thirty days written notice given to Surety by such indemnitors by Certified Mail addressed to Surety at its Home Office at Schaumburg, Illinois and with written confirmation from Surety stating when such termination will take effect.
- 7) that Surety may, in its sole discretion, decline to execute or renew any bond.

Warning: A person who, with the intent of defraud, submits an application or files a claim containing any false, incomplete or misleading information, or helps commit a fraud against an insurer, is guilty of a crime and is subject to criminal and civil penalties.

Fair Credit Reporting Act Notice: In making this application for surety, it is understood that an investigative consumer report may be prepared whereby pertinent information concerning your character, reputation, personal characteristics and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

This Agreement shall be effective as of the _____ day of _____, 20 _____.

Name of Corporation, Company, Partnership or Trust Indemnitor, sign here: Name: Tax Id:	Signature:
	Name/Title:

Name of Corporation, Company, Partnership or Trust Indemnitor, sign here: Name: Tax Id:	Signature:
	Name/Title:

SIGNATURE OF PERSONAL INDEMNITORS

Name:	Signature: _____ Social Security No.:
Address:	

Name:	Signature: _____ Social Security No.:
Address:	

Name:	Signature: _____ Social Security No.:
Address:	

Name:	Signature: _____ Social Security No.:
Address:	