

J. R. OLSEN BONDS & INSURANCE BROKERS, INC.

Broker/Agent License # 0680914
7407 Topanga Canyon Blvd., Canoga Park, CA. 91303
Tel. (800) 452-7121 * (818) 227-2620
Fax (818) 227-2748 * (818) 227-2629

PROBATE & FIDUCIARY BOND CHECKLIST

Instructions and forms required for underwriting to quote.

The applicant must qualify for the bond; there are no "regardless of credit markets" for this type of bond, and co-signers are not acceptable.

Also, please be aware the surety/insurance companies require the attorney involved with the case for the duration of the case.

1. Probate Bond Application (attached): Must be completed in full, dated & signed as indicated)
2. Current personal Financial Statement (form attached): Must be properly completed, dated and signed.
3. Court Documents: Pertinent documents relating to the case along with copy of the Will, if applicable.
4. Detailed explanation required if applicant is not a relative, how and why was appointed.
5. Accounting (List) of the estate's assets.

Items 1 to 5 listed above are required to be submitted as one package for underwriting, however, additional information may be required.

If you should have any questions, please feel free to contact our office.

J. R. OLSEN BONDS & INSURANCE BROKERS, INC.
L & P Department

J.R. OLSEN BONDS & INSURANCE BROKERS, INC.

Broker/Agent Lic. #0680914 ~ www.jrolsenbonds.com

7407 Topanga Cyn Blvd., Canoga Park, CA 91303

Tel: (818) 227-2620 ~ Fax: (818) 227-2628 ~ Toll Free: (800) 452-7121

PROBATE BOND APPLICATION

☐ ADMINISTRATOR ☐ EXECUTOR ☐ CONSERVATOR ☐ GUARDIAN ☐ TRUSTEE

AGENT:

BOND NO.:

Applicants Name: _____ Net Worth: _____
Street Address: _____ Occupation: _____
City, ST Zip: _____ Present Employer: _____
How Long at this address? _____ Do you Own or Rent? _____ (Name & Address) _____
Soc. Sec. #: _____ Phone #: _____
Drivers Lic. #: _____ Age _____ How Long Employed Here? _____

Bond Amount: \$ _____

Attorney Name: _____ Atty. Ph. #: _____
Firm Name: _____
Address: _____
City, ST Zip: _____
How long has Attorney known Applicant? _____

Title of Court: _____ Case Number: _____
Address of Court: _____

Name of Decedent: _____ Date of Death: _____
Applicants relationship to Deceased: _____ Estimated share of Estate: _____

Name of Conservatee, Ward, or Trust Beneficiary: _____ Age/D.O.B.: _____
Address of Conservatee, Ward or Trust Beneficiary: _____
Applicants relationship to Conservatee, Ward, or Trust Beneficiary: _____

Estimated Estate Assets:	Cash	Stocks/Bonds	Personal Property	Real Property	Estimated Estate Debts
--------------------------	------	--------------	-------------------	---------------	------------------------

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?

Will Joint Control be exercised?

(OVER)PLEASE SIGN PAGE 2

Jan. 2015

INDEMNITY AGREEMENT

Principal and Indemnitors (hereinafter, "We") request that the Company named on Page One, hereinafter referred to as the Company or Surety, execute a bond and consider executing future bonds. Principal and Indemnitors authorize Surety or its agents to investigate Principal's and Indemnitors' personal credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. We make the following promises so that Surety will execute a Bond and consider executing future bonds, in consideration of the foregoing and intending to be legally bound hereby, the Indemnitors and Principals for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety, along with its successors and assigns, as follows:

1. We agree that the following definitions apply: (a) Bond means (i.) All surety bonds, undertakings, recognizances, instruments of guarantee or other surety obligations and any renewals, modifications or extensions thereof issued on behalf of any Principal by: (i) Surety; or (ii) any other party at the request of Surety; and, as to all of the foregoing, whether issued before or after execution of this Agreement. The term Bond also includes any electronic processes in lieu of the issuance of paper bonds, whether in the contract bidding process or otherwise, and (b) Loss means any payment or expense either incurred or anticipated by Surety in connection with any Bond or this agreement including but not limited to: payment of bond premium and/or proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and 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).
2. We jointly and severally agree to hold Surety harmless from all Loss and to reimburse Surety for all Loss.
3. We agree to pay Surety each annual premium due according to the rates in effect when each payment is due. Principal agrees that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
4. We agree that a facsimile 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.
5. We agree that Surety may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
6. We agree that Surety has the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond.
8. We consent to the jurisdiction of any court of competent jurisdiction, including the jurisdiction of any state or federal court where the Surety, Principal, or one or more of any of the Indemnitors is domiciled or doing business, at the sole discretion of the Surety. We waive any right to trial by a jury for any tort or contract claims related to this Agreement and waive any claim or defense in any such action based on alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.
9. We agree that with its signature below, it is representing itself as both Principal and an Indemnitor as used above.
10. We agree that we have read and understood this agreement, that I am signing as Personal Indemnitor, on behalf of my Marital Community, and in my corporate, partnership or LLC capacity, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY NSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**** ALL APPLICANTS ARE SUBJECT TO CREDIT REVIEW ****

WITNESS; The following signature(s) and seal(s) this _____ day of _____, 20_____.

Applicant(s) sign below

Witness: _____

Applicant/Indemnitor:
Print Name: _____

Witness: _____

Applicant/Indemnitor (SPOUSE OF THE ABOVE)
Print Name: _____

AGENTS RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Please tell us what you think of the applicant and/or attorney.

AGENCY: _____

SIGNATURE: _____

J.R. OLSEN BONDS & INSURANCE BROKERS, INC.

Broker/Agent Lic. #0680914

7407 Topanga Canyon Blvd. Canoga Park, CA 91303

Phone: (800) 452-7121 (818) 227-2620 *Fax: (818) 227-2628

www.jrolsenbonds.com

Personal Financial Statement

As of _____,

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more for voting stock, or (4) any person or entity providing a guaranty on the loan.

Name: _____ Business Phone: () _____

Residence Address: _____

City, State & Zip Code: _____ Residence Phone: () _____

Business Name of Applicant/Borrower: _____

ASSETS		LIABILITIES	
	(Omit Cents)		(Omit Cents)
Cash on hand and in Banks	\$ _____	Accounts Payable	\$ _____
Savings Accounts	\$ _____	Notes Payable to Banks and Others	\$ _____
IRA or Other Retirement Account	\$ _____	(Describe in Section 2)	
Accounts & Notes Receivable	\$ _____	Installment Account (Auto)	\$ _____
Life Insurance-Cash Surrender Value Only	\$ _____	Mo. Payments	\$ _____
(Complete Section 8)		Installment Account (Other)	\$ _____
Stocks and Bonds	\$ _____	Mo. Payments	\$ _____
(Describe in Section 3)		Loan on Life Insurance	\$ _____
Real Estate	\$ _____	Mortgages on Real Estate	\$ _____
(Describe in Section 4)		(Describe in Section 4)	
Automobile – Present Value	\$ _____	Unpaid Taxes	\$ _____
Other Personal Property	\$ _____	(Describe in Section 6)	
(Describe in Section 5)		Other Liabilities	\$ _____
Other Assets	\$ _____	(Describe in Section 7)	
(Describe in Section 5)		Total Liabilities	\$ _____
		Net Worth	\$ _____
Total	\$ _____	Total	\$ _____

Section 1: Source of Income		Contingent Liabilities	
Salary	\$ _____	As Endorser or Co-Maker	\$ _____
Net Investment Income	_____	Legal Claims & Judgments	\$ _____
Real Estate Income	_____	Provision for Federal Income Tax	\$ _____
Other Income (Describe below)*	_____	Other Special Debts	\$ _____

Description of Other Income in Section 1.

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Bank and Others. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)					
Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral
	\$	\$	\$		
	\$	\$	\$		
	\$	\$	\$		
Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)					
Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value
		\$	\$		
		\$	\$		
		\$	\$		
Section 4. Real Estate Owned. (List each parcel separately. Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)					
	Property A	Property B		Property C	
Type of Property					
Address					
Date Purchased					
Original Cost	\$	\$		\$	
Present Market Value	\$	\$		\$	
Name of Mortgage Holder					
Mortgage Balance	\$	\$		\$	
Amount of Payment per Month/Year	\$	\$		\$	
Section 5. Other Personal Property and Other Assets. (Describe, and if any is pledged as security, state name and address of lienholder(s), amount of lien, terms of payment, and if delinquent, describe delinquency).					
Section 6. Unpaid Taxes. (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)					
Section 7. Other Liabilities (Describe in detail)					
Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies – name of insurance company and beneficiaries)					
<p>I authorize J. R. OLSEN BONDS & INSURANCE BROKERS, INC. to make inquires as necessary to verify the accuracy of the statements made and to determine my credit worthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of obtaining a bond. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 19 U.S.C. 1001).</p>					
Signature:		Date:		Social Sec. Number:	
Spouse's Signature:		Date:		Spouse's Social Sec. Number:	
Print Name:					