

The Down and Dirty of Guardianships

by

Judge Nikki DeShazo
Donna J. Yarborough

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Probate Section
Dallas Bar Association

EIGHT ESSENTIALS FOR GUARDIANSHIP
(By Donna J. Yarborough, Staubus & Randall, L.L.P.)

The guardianship suit presents what is often uncharted territory where there are special courts (the Probate Courts) and special statutes found in the Probate Code. The key issue in a guardianship case focuses on proving to the court that a proposed ward is “incapacitated” so that the court will step in and appoint a qualified person to act on his or her behalf. Attorneys taking on this kind of case must be prepared to file their papers quickly, have their proof in line, and be ready to advocate their position with “all their ducks in a row” because guardianship cases typically move very quickly. The eight essentials which follow are key points about guardianship litigation that the unwary newcomer often overlooks.

1. **Determine if your client is qualified to serve.** The first thing you have to be sure of when signing up a potential guardianship case is that your client who is seeking to be appointed as guardian is “qualified” to serve. See, §681, Tex. Probate Code. The statutory disqualifications would be triggered if your client owes the proposed ward money, has an adverse claim against the proposed ward, or for any other good reason is incapable of properly or prudently managing and controlling a ward or a ward’s estate. Even if you feel your client is qualified, always state in your application for guardianship that in the alternative you want a qualified third party to be appointed as the guardian in case there are subsequent problems with your client qualifying or in the event your client does not get appointed by the court.

2. **Decide what type of guardianship you are seeking.** There are two types of guardianships that are available in Texas courts. One is the “guardian of the person” of the proposed ward who is responsible for the actual care and well being of the ward including medical care, living arrangements, medications, and day-to-day living. The second type of guardianship is “guardian of the estate” of the proposed ward wherein the guardian handles all financial affairs, monetary issues, and other considerations about the ward’s property or assets. It is helpful to know what type of property the proposed ward has and whether they have any type of estate planning tools in place, so you can decide what type of guardianship is required. You can seek either type of guardianship individually, or you can seek both types together in your application. Read the definition of “incapacity” carefully from the Code and determine what type of guardianship you are seeking. See, §3(p), Tex. Prob. Code.

3. **Find out if your client qualifies for a bond.** Once you have determined that your client is qualified to serve as a guardian and you have decided what type of guardianship you are seeking, then determine if he or she can qualify for a bond. A bond is required in every guardianship over a person’s estate. Contact a bonding company and get your client pre-approved so that there are not problems later after he or she is appointed by the court.

4. **Get a doctor's certification letter.** Before the court will appoint a guardian, the applicant for guardianship must file a Doctor's Certification Letter. See, §687, Tex. Prob. Code. The local Probate Courts now use a specific form for these letters, so be sure you provide the correct form to the doctor to fill out. The Doctor's Certification Letter must be prepared by the physician not earlier than 120 days prior to the guardianship application being filed. If the letter is older than four months prior to the filing of the application, it cannot be used to determine the proposed ward's incapacity.
5. **Get medical proof in contested cases.** If the guardianship is contested by any party, then the Doctor's Certification Letter you have filed is hearsay. You will need to get the physician who prepared the report or another doctor familiar with the proposed ward's situation to appear at the hearing to testify about the proposed ward's incapacity.
6. **Call the proposed ward to testify at the hearing.** Always call the proposed ward to testify if you want your application to be granted! Subpoena the proposed ward through their attorney if you have to. If you have a lengthy guardianship proceeding that extends for any significant period of time, take the proposed ward's deposition to establish additional evidence. Sometimes an incapacitated person can describe their property or even sound logical when they testify for just a few moments in a courtroom. They have much more difficulty in a deposition, and then that evidence can be used at the hearing or trial.
7. **Get evidence of incapacity within the last six months.** Pursuant to Section 684(c) of the Probate Code, a determination of incapacity must be evidence by recurring acts or occurrences with the preceding six-month period and not by isolated instances of negligence or bad judgment. Get your proof in line and determine who you need to call as witnesses who have seen the proposed ward in the preceding six months and have knowledge of these "recurring acts." Have your client visit with the proposed ward if possible before the hearing so that he or she can testify as to the conversations and conduct of the proposed ward at that time.
8. **Give the required statutory notice.** One of the easiest rules to miss in guardianship litigation is the Section 633 Notice. This statute requires that the attorney for the applicant give notice to all of the persons listed in Section 633(d) and then file a notice with the court with an affidavit stating to whom the required notices were sent. Additionally, under section 633(f), a court cannot act on an application for guardianship until the Monday following the expiration of the 10-day period beginning the date of service of notice and citation. Any guardianship created prior to the 10-day notice period specific in section 633(f) is void.

If you read the Probate Code sections carefully and following the eight essentials listed above, you should be able to navigate through the world of guardianship law. Be prepared to meet each and every statutory prerequisite, and you should be able to deliver a good result for your client and serve the interests of the ward at the same time. Please be advised that the Probate Code also provides for a temporary guardianship under §875, Tex. Prob. Code. This is a guardianship that is filed in an emergency basis. Temporary guardianships have their own deadlines and if you file one be sure and review the specific requirements under that probate code section.

Guardianship Checklist

- Is there an existing guardianship anywhere else?
- Client information / Civil Case Information Sheet? (Exhibit A)
- Can your client qualify for a bond? (Guardian of the Estate)(§702)(§702A)(Exhibit C)
- Is there an existing Declaration of Guardian?
 - Is the designated person willing to serve?
 - What the designation executed at a time the Proposed Ward lacked capacity?
- Does the Court have venue? (§610)
 - Does the Proposed Ward reside here?
 - Can you get the Proposed Ward here for service?
- Is the client disqualified? (§681)
 - Adverse interest
 - Owes the Proposed Ward money
 - Convicted felon
 - Other good reason
- Does your client have priority to serve? (§676, §677)
- Does your client have standing to apply or contest? (§642)
- Do you have a Doctor/Physician's Certificate of Medical Examination? (§687) (Exhibit B)
 - Must have been prepared within 120 days of the Application

Does your Application for Temporary (§875) or Permanent (§682) contain all the information required by the statute?

- Facts showing necessity
- Partial of total incapacity
- Rights removed or retained by Proposed Ward
- Value of estate for bonding purposes

Was citation posted and returned by the constable? (§633(b))

Was the Proposed Ward personally served with the Application and was the return filed with the Court? (§633(c))

Did the Applicant file with the Court a copy of any notice required and proof of delivery of the notice? (§633(d-1)(1))

- Adult children
- Siblings
- Power of attorney
- Nursing home or person with care, custody and control of Proposed Ward

Did the attorney or Applicant file a sworn affidavit regarding the notice? (§633(d-1)(2))

Have you checked the date to ensure that the hearing date set is not prior to the Monday following the expiration of the 10-day period beginning the date of service of notice and citation? (§633(f))

Do you have evidence of recurring acts or occurrences within the preceding six-month period and not isolated by instances of negligence or bad judgment? (§684(c))

Have you filed all relevant records 14 days prior to trial with a custodian of records affidavit?

Medical

Financial

Other

If contested do you have a medical expert lined up to testify?

EXHIBIT A

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED _____

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment motion for modification or enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: _____	Email: _____	Plaintiff(s)/Petitioner(s): _____	<input type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: _____	Telephone: _____	Defendant(s)/Respondent(s): _____	
City/State/Zip: _____	Fax: _____	Additional Parties in Child Support Case:	
Signature: _____	State Bar No: _____	Custodial Parent: _____	
			Non-Custodial Parent: _____
			Presumed Father: _____
[Attach additional page as necessary to list all parties]			

2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil			Family Law	
Contract <i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____ <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate & Mental Health <i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			

3. Indicate procedure or remedy, if applicable (may select more than 1):

<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
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EXHIBIT B

DOCTOR/PHYSICIAN'S CERTIFICATE OF MEDICAL EXAMINATION

In the Matter of the Guardianship
of _____
an Alleged Incapacitated Person

Cause No.: _____

To Doctor/Physician or Psychologist:

The purpose of this form is to enable the Court to determine whether the individual named above is incapacitated according to the legal definition, and whether this person:

- A. is able or is not able to attend a Court hearing;
- B. should have a guardian appointed to care for him or her; or
- C. has dementia and, if so, (1) whether he or she needs to be placed in a secured facility for the elderly or a facility that provides dementia treatment and (2) whether he or she needs or would benefit from dementia medications.

Examiner's Information

Examiner's Name: _____

Examiner's Address: _____

Telephone Number: _____

Are you a: Physician Psychologist Psychiatrist Other _____

I am a physician currently licensed to practice in the State of Texas. I have been the doctor or psychologist for _____ ("Proposed Ward") since ____/____/____.

If you are a psychologist, are you licensed to perform this examination by the Texas Department of MHMR?
 Yes No

General Information Regarding Individual Being Evaluated (Proposed Ward)

First Name Middle Initial Last Name Date of Birth

Current Street Address/Apt. No. City State Zip Code

Name of Facility if Proposed Ward is not living at private residence: _____

Examination Information

I last examined the Proposed Ward on ____/____/____ at:
 a Medical Facility Proposed Ward's residence, or Other: _____

The Proposed Ward is under my continuing care/treatment..... Yes No

Prior to the examination, I informed the Proposed Ward that communications with him or her **would not be privileged**?..... Unable to Comprehend Yes No

Was a mini-mental status exam was given? If YES, please attach a copy. Yes No

Audio logical Functioning: _____

Visual Functioning: _____

Neurological Functioning: _____

1. Evaluation of Capacity

For purposes of this certificate, the following definition applies:

An “Incapacitated Person” is “an adult individual who, because of a *physical or mental* condition, is substantially unable to provide food, clothing or shelter for himself or herself, to care for the individual’s own physical health, or to manage the individual’s own financial affairs.” Texas Probate Code §601(14).

Is the Proposed Ward able personally to initiate, handle, and make responsive decisions concerning himself or herself regarding:

- A. Business and managerial matters such as contracting and incurring obligations; handling a bank account; applying for, consenting to, and receiving governmental benefits and services; accepting employment and hiring employees; and suing and defending lawsuits; Yes No
- B. Operating a motor vehicle;..... Yes No
- C. Personal living decisions regarding residence; Yes No
- D. Voting; Yes No
- E. Marriage;..... Yes No
- F. Consenting to medical, dental, psychological, and psychiatric treatment..... Yes No

Based upon my last examination and observations of Proposed Ward, my opinion is as follows:

Is Proposed Ward **incapacitated** according to the foregoing definition? Yes No

If YES, is the incapacitation of Proposed Ward “total” or “partial”?

Total – The Proposed Ward is totally without capacity to care for himself or herself and to manage his or her property

Partial - The Proposed Ward lacks the capacity to do some, but not all, of the tasks necessary to care for himself or herself or to manage his or her property.

IF INCAPACITY IS “TOTAL,” PLEASE SKIP QUESTION 2 AND PROCEED TO QUESTION 3 BELOW.

2. Partial Incapacity. If incapacity is PARTIAL, please respond to the following:

By marking NO below it is my opinion that Proposed Ward is **not capable** of personally initiating, handling, or making decisions concerning the following matters. By marking YES below it is my opinion that Proposed Ward is **capable** of personally initiating, handling, or making decisions concerning the following matters:

- | | CAPABLE | |
|---|------------------------------|-----------------------------|
| A. make an informed decision to consent to medical, dental, psychological and/or psychiatric disclosure of records..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| B. make an informed decision related to military service..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| C. make any gifts of real property | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| D. make gifts of personal property valued at greater than nominal value..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| E. enter into insurance contracts of every nature..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| F. execute a will or power of attorney | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| G. manage money | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If YES, what amount should the Court limit such funds to? \$ _____ | | |
| H. other: Proposed Ward is capable to _____ | | |

B. Based upon my examination, it is my opinion that:

Proposed Ward would benefit from placement in a secured facility for the elderly or a secured nursing facility that specializes in the care and treatment of people with dementia Yes No

Proposed Ward would benefit from medications appropriate to the care and treatment of dementia Yes No

Proposed Ward has sufficient capacity to give informed consent to the administration of dementia medications Yes No

7. **Developmental Disability**

A. Does the Proposed Ward have a mental disability? Yes No

If YES, is the disability a result of:

Mental Retardation Yes No

Autism Yes No

Dementia..... Yes No

Other developmental disorder _____ Yes No

If **mental retardation** is the sole basis of the incapacity, what is **your assessment** of Proposed Ward's level of intellectual function and adaptive behavior? (SELECT ONLY ONE)

Mild (IQ of 50-55 to approximately 70)

Moderate (IQ of 35-40 to 50-55)

Severe (IQ of 20-25 to 35-40)

Profound (IQ below 20-25)

B. Is there evidence that the mental retardation originated during the Proposed Ward's developmental period? Yes No

8. **Significant Medical History** of Proposed Ward as related to incapacity (etiology of mental incapacity, etc...):

Recent Hospitalizations: (date and reason) _____

Seizure Activity: _____

Psychiatric Treatment: _____

Medications Taken: _____

How and in what manner does the patient's physical or mental health affect the patient's ability to make or communicate *responsible* decisions? (i.e. problems with judgment, planning, problem-solving, ...)

9. Ability to Attend Court Hearing

If a hearing on an application for the appointment of a guardian is scheduled in Court:

Proposed Ward would be able to attend, understand,
and participate in the hearing. Yes No

Because of his or her incapacity, Proposed Ward's appearance
at a Court hearing is **not** advisable because Proposed Ward **will not**
be able to understand or participate in the hearing. Yes No

Effects of Medication

Does any current medication affect the demeanor of Proposed Ward?..... Yes No

If YES, would this medication affect the ability of Proposed Ward
to participate fully in a Court proceeding?..... Yes No

If the medication **would** affect the ability of Proposed Ward
to participate fully in a Court proceeding, please explain: _____

10. Remarks and Recommendations

A. If you have any remarks concerning other sections, or if you believe the Court should be aware of other concerns about Proposed Ward which are not included above, please explain: _____

B. If you have any recommendations for needed treatment or services which are not included above, please explain: _____

Examiner's Signature

Examiner's Printed Name

Examiner's Title

Examiner's Licensure/Certification Number

Date

EXHIBIT C

PROBATE BONDING COMPANYS

CPI Bonding Company, P.C.
216 W. Belt Line Rd.
Cedar Hill, Texas 75104
Phone: (972) 293-8390
Fax: (972) 293-6907
www.cpibonding.com

Southwest Bonding Company
201 Main Street #600
Fort Worth, Texas 76102
Phone: (817) 349-6038
Fax: (817) 349-6040
www.southwestbonding.com

International Fidelity Insurance Company (IFIC)
Dallas Commercial Regional Office
2425 N. Central Expwy., Suite 470
Richardson, Texas 75080
Phone: (800) 823-3039
Fax: (214) 361-2926
www.ific.com

JurisCo Court Surety
1640 Metropolitan Circle, Suite A
Tallahassee, Florida 32308
Phone: (800) 274-2663
Fax: (800) 587-4726
www.jurisco.com

PLEASE RETURN FORM
WITH ORIGINAL SIGNATURES
TO CPI AT ADDRESS SHOWN.
*THIS IS A CONDITION OF
BOND.

CPI BONDING COMPANY, P.C.
P.O. Box 4239
Cedar Hill, Texas 75106-4239
972-293-8390
FAX: 972-293-6907

APPLICANT INFORMATION: Please type or use black ink. Questions? Please call our office.

Full Name Social Security No. Age

Complete Address including City, State, Zip Area Code / Telephone #

How long at this location? Marital Status Number of Dependents

Employer's Name & Complete Address, City, State, Zip Area Code / Telephone #

Position or Title How long have you worked there? Salary / Income

Spouse's Full Name Social Security No. Job Area Code / Telephone #

Personal References (List 3) Complete address, City, State, Zip Area Code / Telephone #

1)

2)

3)

State Applicant's relationship to deceased, Incompetent, or Minor(s)

List Applicant's next of kin other than spouse. Give Name, Address, City, State, Zip Telephone #

Type of Bond Required Amount Has application been made to another surety?

Cause Number County County or Probate Ct. State

Complete the following as it is to appear on the bond. IN THE MATTER OF THE ESTATE OF

If administration, give date of death.

If NCM (ward) or minor, give age or date of birth.

Age:

DOB:

If administration, list heirs. (Attach second sheet if needed.)

Name

Age

Relationship

Address

If administration, is there a WILL?

Is there any dissension relative to this estate

If yes, submit a copy with this application.

among next of kin, heirs or creditors?

If so, give details of dissension.

Assets of Estate: Cash Stocks & Bonds Real Estate Other Assets

*

Liabilities of Estate Mortgages on Real Estate

*

If estate covered under prior bond, give name of principal. Amount of Prior Bond

Name of Surety If different surety, state reason for change.

Do assets include ongoing business? If so, state nature of business. Will it continue?

Is applicant indebted to estate? If so, give nature of debt and amount.

Attorney's Name, Firm, Address & Phone

State Bar No.:

****ALL APPLICANTS - SEE REVERSE SIDE****

The following is the financial statement of and is to be completed by the person(s) applying for the bond. Independently prepared financials may be submitted if signed and dated and such shall be herewith incorporated to this agreement by reference. The indemnity, however, must still be signed by all applicants. DO NOT INCLUDE ASSETS OF THE ESTATE OR GUARDIANSHIP. A CREDIT REPORT WILL BE OBTAINED.

Answer YES or NO to the following questions. If any answer is YES, please provide explanation on separate page.

Have you ever (1) declared bankruptcy? (2) had judgments or liens against you? (3) been convicted of a felony?

ASSETS		LIABILITIES	
Cash on hand and in Banks	\$	Notes Payable to Banks	\$
U.S. Government Securities		- Secured	
Accounts, Loans & Notes Receivable		- Unsecured	
Cash Surrender Value Life Ins.		Notes Payable to Relatives	
Other Stocks and Bonds		Accounts/Notes Payable to	
Real Estate (1) Homestead		- Others	
(2) Other		- Credit Cards	
Automobiles Number ()		Rents and Interest Due	
Other Assests (Itemize)		Taxes Due	
		Liens on Real Estate	
		Other Liabilities (Itemize)	
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH	\$

INDEMNITY *To be signed by all applicants*

1. I certify the above financial information is true and correct.
 2. I authorize the company to make any credit checks it deems necessary.
 3. I certify all of the questions answered are true and correct.
- IN CONSIDERATION of the execution of such Bond, and compliance with a promise of the undersigned made prior thereto, the undersigned hereby agree, for themselves, their personal representations, successors and assigns, jointly and severally, as follows:
4. To pay the surety an advanced premium for the first year or a fractional part thereof that is fully earned and the same amount annual thereafter or any minimum earned premium until the 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 the surety, is served upon the surety.
 5. To indemnify and keep indemnified the surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorney's fees, which the surety may at any time sustain or incur by reason or in consequence of having 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.
 6. If the surety shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand deposit with the surety a sum of money, equal to such reserve and any increase thereof, to be held by the surety as collateral security on said bond. Any such collateral shall be available in the discretion of the surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned.
 7. If the surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this Instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them 1/4 direct right of action against the indemnitors to enforce the provisions of this instrument.
 8. An itemized statement of payments made by the surety for any of the purposes above specified, sworn to by an officer of the surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the surety for such payments with interest.
 9. The surety in its sole discretion and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to 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 bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by the surety shall be conclusive against and binding upon the undersigned.
 10. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (1) the failure of the principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the 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.
 11. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned, and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other cause of action, whether theretofore or thereafter accruing.
 12. The undersigned hereby expressly waive notice from the surety of any claim or demand made against the surety or the principal under the bond or of any information the surety may receive concerning the principal, any contract or bond. The 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.
 13. 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.

Signed this ___ day of _____, _____.

Principal and Personal Indemnitor _____

Witness _____

Spouse's Signature _____

Witness _____

Guarantor/Indemnitor _____

Witness _____

Type of Bond: _____ Bond No: _____
Amount: _____
Hearing Date: _____ Case No: _____
Estate Name: _____
Name: _____ Tel. #: _____
Address: _____ Mobile #: _____
City: _____ State: _____ Zip: _____ Email: _____
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: _____
Have you ever taken possession of any of the estate's assets? _____
Has there been a prior bond filed in this estate before? _____
What is your relationship to Decedent/Conservatee/Minor: _____
What is your share of this estate (Decedent's estate only): _____
Have you had a criminal conviction? _____ Lost a civil judgment? _____
If yes, explain: _____
Have you or your spouse filed personal bankruptcy? _____ If yes, when? _____
Are you indebted to Decedent/Conservatee? _____ If yes, amount \$: _____

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: _____
City: _____ State: _____ Zip Code: _____
Where will securities be kept? _____
(Safe deposit box, Brokerage – Including Name & Address)
Does estate contain an ongoing business? _____ If yes, name: _____
Type: _____ Will it be continued? _____
If yes, do you understand you must have a court order to continue business? _____

ATTORNEY INFORMATION

Attorney handling this case: _____ Law Firm: _____
Phone: _____ Fax: _____ Email: _____
Address: _____
City: _____ State: _____ Zip code: _____

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? _____

REQUIRED - AUTHORIZATION TO CHARGE CREDIT CARD (IN THE EVENT OF NON-PAYMENT OF PREMIUM)

Southwest Bonding, LLC does business with quality Surety Companies who require that premiums be paid within 45 days after issuance of any bond(s) and within 45 days after date of renewal each year until we are furnished, by you or your attorney, with a discharge or other final judgment exonerating the bond or surety in this matter. The credit card number may be checked for validity before issuance of the bond. No charge will be made unless or until non-payment of premium as described below.

Southwest Bonding, LLC will hold this authorization information on file until there is a non-payment of premium through normal means of billing practice. If, after a billing cycle of 30 days from the date of issuance of the bond (specifically the date of execution on the bond form), premium is not received in this office by close of business on the 30th day, then you authorize us to charge the card below for 'premium(s) due'.

Once the 'premium(s) due' becomes 31 days late, the card number below may be used to pay the premium for the bond or service which was provided to you by Southwest Bonding, LLC at 201 Main Street, Suite 600, Fort Worth, TX 76102.

Applicant agrees that Southwest Bonding, LLC may pursue all avenues of collection, including use of collection agencies, and authorizes Southwest Bonding, LLC to submit credit card charges using the charge card listed below to recover all payments due and all other unpaid amounts due to non-payment of premium.

Card Type: VISA M/C Card No: _____ Exp Date: _____

I hereby declare that I am the holder of the above credit card, or have been authorized by the holder of said card, to use it to pay premium(s) or services provided by Southwest Bonding, LLC. I also understand that this credit card may be charged for any future invoice renewal premiums that become more than (30) days past due as described above.

Name on Card: _____ Card Holder Signature: _____ Date: _____

INDEMNITORS ACKNOWLEDGE AND AGREE THAT: THE FIRST YEAR PREMIUM IS FULLY-EARNED WHEN THE BOND IS ISSUED EVEN IF THE BOND IS SUBSEQUENTLY REDUCED OR TERMINATED DURING THE FIRST YEAR. IF A BOND IS REDUCED OR TERMINATED DURING THE SECOND OR SUBSEQUENT YEAR AFTER A RENEWAL PREMIUM IS PAID, THE RENEWAL PREMIUM SHALL BE ADJUSTED PRO RATA UPON REDUCTION OR TERMINATION

INDEMNITY AGREEMENT

The Indemnitors represent that all statements made in this Application and in any Application Supplement are true and made without reservation to induce the Surety and its successors, assigns, co-sureties and reinsurers, severally not jointly, and/or for which surety business is underwritten by the Surety to extend surety credit in any manner, included but not limited to providing or having provided requested Bond(s).

Indemnitors hereby agree as follows:

- (1) to pay all premiums when due;
- (2) to deliver evidence satisfactory to Surety, of the release of all liability;
- (3) to exonerate and Indemnify Surety from and against all claims, losses, liability damages of any type (including punitive damages), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in connection with the extension of surety credit, including the enforcement of the agreements contained herein (collectively "LOSS");
- (4) that Surety shall have the right, at its sole discretion, to pay, adjust, settle or compromise any LOSS and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the Indemnitors' liability;
- (5) to pay the Surety immediately upon demand, in the amount Surety deems necessary to protect the Surety from any LOSS or potential LOSS, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any LOSS or in reimbursement to Surety for payment of same;
- (6) that Indemnitors hereby authorize Surety to investigate statements made herein and to check credit with creditors, credit reporting agencies and/or lending institutions, and further authorize any present or former employer, or any other person, firm or corporation, to furnish information concerning Indemnitors in connection with the Surety's extension of surety credit and with Indemnitors' compliance with obligations hereunder and under any bond or underlying obligation, and Indemnitors hereby release any of the aforementioned from liability in consequence of furnishing or disclosing such information;
- (7) that Surety may bring separate suits to recover hereunder as causes of action shall accrue and that the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising;
- (8) that any and all other rights which Surety may have or acquire against Indemnitors under other or additional agreements (along with this Agreement collectively "INDEMNITY") related to the extension of surety credit, shall be in addition to and not in lieu of the rights afforded Surety under this Agreement;
- (9) that if Surety executes any Bond(s) with any co-surety or reinsures all or any part of Bond(s), that all the terms of this agreement shall apply and operate for the benefit of such co-surety and reinsurer, as their interest may appear;
- (10) that these covenants shall be jointly and severally binding upon Indemnitors, their respective heirs, executors, administrators, successors and assigns;
- (11) that Surety shall have the right to decline to issue or to cancel Bond(s) at any time, free of claim for loss or damage by Indemnitors, and Surety shall be under no obligation to disclose its reasons therefore, the provision of any law to the contrary being hereby waived;
- (12) that the exercise, delay of or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude Surety's simultaneous or subsequent exercise or constitute any waiver of such or other rights, remedies or power;
- (13) if any Bond(s) relate(s) to the assets of an estate, Indemnitors will provide reasonable access to all records concerning the estate and upon request shall provide a written report of the condition of the estate.

Furthermore, Indemnitors grant, assign, pledge and convey to Surety as security, a lien against and a security interest in and to Indemnitors' interest, title and rights in the proceeds of any insurance policy affording coverage for all or part of any bonded obligation, and in contracts or obligations (and all proceeds thereof without limitation) that grow in any manner whatsoever as a result of the extension of the Surety credit. While the lien and security interest are effective immediately, Surety may exercise its remedies with respect to such, only in the event: a) Indemnitors' failure to fulfill any obligation whatsoever for which i) bond(s) are provided; ii) contained in any bond(s); iii) contained within any INDEMNITY agreement with the surety; and b) any assignment by Indemnitors for the benefit of creditors or any agreement or proceeding of liquidation, receivership or bankruptcy whatsoever. Indemnitors hereby authorize Surety to file any such financing statement, as Surety deems necessary or appropriate to perfect the liens and security interest granted herein.

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for a surety bond containing false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act which may subject such person to criminal and/or civil penalties.

Signed this _____ day of _____ 20____

By: _____ Indemnitor

Click the "Submit Application" button to send your secure online form to Southwest Bonding Company.



International Fidelity Insurance Company

PROBATE BOND APPLICATION

ADMINISTRATOR EXECUTOR CONSERVATOR GUARDIAN TRUSTEE

APPLICANT INFORMATION: Please type or use black ink.

Full Name: _____ Age: _____ Soc. Sec. #: _____
Birthdate: _____ Area Code/Tele #: _____
Address: _____ Marital Status: _____
How long at this address? _____ Do you own or rent? _____ Present Employer: _____
No. of Dependents? _____ Address: _____
Driver's License #: _____ Work No: _____
How long employed here? _____ Salary: \$ _____
Title/Position: _____ Soc. Sec. #: _____
Spouse's Full Name: _____ Age: _____
Spouse's Work No.: _____

Personal References (List 3) Complete address, city, state, zip, and telephone number.

Name	Complete Address	Area Code/Tele No.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

State Applicants Relationship to deceased, Incompetent, or a Minor: _____

List Applicant's next of Kin other than spouse: (Give Name, Address, City, State, Zip, and Telephone No.): _____

Type of Bond Required: _____ Amount: _____

Has Application been made to another Surety? Y N Cause Number: _____

County: _____ County of Probate Court? _____

State: _____

Complete the following, as it is to appear on the bond: IN THE MATTER OF THE ESTATE OF: _____

If administration, give date of death: _____

If NCM (Ward) or Minor, give age or date of birth: _____

If administration, list heirs. (Attach second sheet if needed):

Name	Age	Relationship	Address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

If administration, is there a will? _____ If yes, please submit a copy with this application.

Is there any dissension relative to this estate among next of kin, heirs, or creditors? _____

If so, give details of dissension: _____

*Assets of Estate: Cash? _____ Stocks & Bonds? _____ Real Estate? _____ Other Assets? _____

*Liabilities of Estate: _____ Mortgages on Real Estate? _____

If Estate covered under prior bond, give name of principal and amount of prior bond: _____

Name of Surety Co: _____ If different Surety, state reason for change: _____

Do Assets include ongoing business? _____ If so, state nature of business: _____

Will it continue: _____ Is applicant indebted to estate? _____ If so, give nature of debt and amount: _____

Attorney's Full Name and Address: _____

State Bar No.: _____ Telephone No.: _____

The following financial statement is to be completed by the company or person(s) applying for the bond on the reverse side. Photocopies may be made and completed or independently prepared financials may be submitted and such shall be herewith incorporated to this agreement by reference.

DO NOT INCLUDE ASSETS OF THE ESTATE OF GUARDIANSELF
 Please complete fully using best estimates. A credit report will be obtained.

ASSETS			LIABILITIES		
CASH	IN BANK	A \$	NOTES PAYABLE TO BANKS	SECURED	I \$
	ON HAND	\$		Non-Secured	J \$
STOCK, BONDS, ETC.		B \$	NOTES PAYABLE TO RELATIVES		K \$
ACCOUNTS RECEIVABLE		C \$	ACCOUNTS AND NOTES PAYABLE TO OTHERS		L \$
CASH SURRENDER VALUE ON LIFE INS		D \$	BONDS AND INTEREST DUE		M \$
OTHER STOCKS AND BONDS		E \$	TAXES	FEDERAL	N \$
		F \$		STATE	O \$
REAL ESTATE		F \$	OTHER (DESCRIBE)		P \$
AUTOMOBILES		G \$	DUE ON REAL ESTATE - NOT DUE WITHIN 12 MONTHS		Q \$
OTHER ASSETS (EXPLAIN)		H \$	CREDIT CARDS		R \$
TOTAL ASSETS		\$	TOTAL LIABILITIES		\$
ANNUAL INCOME		\$	NET WORTH		\$

FRAUD STATEMENT:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE 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 A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.
Indemnity Agreement – Read Carefully and Sign

Each of the undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to induce International Fidelity Insurance Company (hereinafter called the Company) to execute or procure the execution of any or all of the bonds above, described subsequent bonds, undertakings and any and all extensions, modifications or renewals thereof, additions thereto or substitutions therefor, any and all such instruments separately called the Bond. The undersigned authorize the Company to investigate its business and credit history with any person or entity, whether named herein or not.

Should the Company execute, or procure the execution of said bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

- (1) To pay, or cause to be paid, premium or premiums on said bond as determined by the Company.
- (2) To completely indemnify the Company from and against any liability, loss, cost, attorneys fees, and expenses of whatsoever kind or nature, including the enforcement of this agreement, which the Company shall at any time sustain, or incur by reason or in consequence of having executed or procured the execution of the bond.
- (3) That liability hereunder shall extend to and include all amounts paid by the Company in good faith under the belief that it was liable therefor or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Company.
- (4) If the Company shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Company a sum of money, equal to such reserve and any increase thereof, to be held by the Company as collateral security on said bond. Any money or property which shall have been or shall hereafter be pledged by any of the undersigned's collateral security on said bond shall be held subject to the terms of the Company's regular form of collateral receipt which is hereby made a part of this instrument to the same extent as if set out at length herein, and any such collateral shall be available, in the discretion of the Company, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned.
- (5) To waive and does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution or law of the United States of America, or any State, territory or province.
- (6) If the Company shall procure any other company or companies to execute or join with it in executing, or to reinsure said bond, this instrument shall inure 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 action against the undersigned to enforce the provisions of this instrument and in that event the word "Company" wherever used herein, shall be deemed to include such other company or companies, as their respective interests may appear.
- (7) That the undersigned shall not be relieved of liability hereunder by the Company's consenting to any change, addition, substitution or new obligation in connection with said bond, or any obligation covered thereby, notice of any such change, addition, substitution or new obligation being hereby waived.
- (8) That the Company shall have the right to cancel said bond whenever it shall see fit without giving any reason, and is hereby released from and any damages that may be sustained by the undersigned by reason of such action.
- (9) That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.
- (10) Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Company 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.
- (11) This agreement shall be liberally construed so as to fully protect and indemnify the Company.
- (12) The undersigned agree that this document and any and all bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulate electronic commerce.

Signed and sealed this _____ day of _____.

Name of Applicant: _____

Witness: _____

By: _____
 (Signature)

Witness: _____

By: _____
 (Indemnitor)

Witness: _____

By: _____
 (Indemnitor)

ALL SIGNATURES MUST BE WITNESSED



MAILING ADDRESS: PO Box 12939, Tallahassee, FL 32317-2939
 OFFICE ADDRESS: 1641 Metropolitan Circle, Suite A, Tallahassee, FL 32308
 T/F No.: 800.274.2663 FAX: 800.587.4726
 E-Mail: BondInfo@Jurisco.com Website: www.JURISCO.com
 William R. Hanley, Lic.# A110159

Guardian of Incapacitated or Incompetent Person Bond Application

Please Note: All information requested in this application must be complete. Include full names(s), Social Security numbers, complete street addresses with zip codes, and phone numbers with area codes.

Please attach a copy of the petition and appointment order.

PLEASE TYPE OR PRINT LEGIBLY

Name of Applicant(as to Appear on Bond) _____

Address _____

City _____ State Texas Zip Code _____

Home Phone _____ Work Phone _____ SSN _____

Occupation _____ Number of years _____

Applicant's last year of education completed _____

Relationship to Ward _____

Describe the condition that created the incapacity. _____

Does Estate include a Business? If yes, explain. _____

Has a Bond been issued in this Estate before? If yes, explain. _____

Is Applicant indebted to Estate? If yes, explain. _____

Is there any dissention relative to the Estate? If yes, explain. _____

Is Applicant a Professional Guardian?

Is Applicant a US Citizen?



www.jurisco.com - (800).274.2663

Applicant's Attorney [] email []

Address []

City [] State Texas Zip Code []

Phone [] Fax Number []

Will the Attorney remain with the Estate until is is concluded? []

Name of Obligee []

Bond Amount []

Court to be Filed in? [] County []

State Texas Case Number []

Name of Ward []

Date of Birth [] SSN []

FINANCIAL STATEMENT

Attach accountant's Financial Statement, including Profit & Loss Statement. If none available, complete below.

Statement of Applicant's Assets and Liabilities as of: (Date) []

Cash (Including Savings)	[]	Notes Payable	[]
Stocks and Bonds	[]	Credit Card Balance	[]
Notes Receivable	[]	All Taxes Payable	[]
Real Estate (Fair Mkt. Value)	[]	Mortgages Payable	[]
All Other Assets	[]	All Other Liabilities	[]
		Total Liabilities	[]
Total Assets	[]	Net Worth (TA- TL)	[]



www.jurisco.com - (800).274.2663

INDEMNITY AGREEMENT

The undersigned, hereinafter called the Indemnitor(s) (if there be more than one Indemnitor they jointly and severally and for each other do) hereby undertake, represent, warrant and agree as follows:

That the foregoing statements made and answers given in the submitted application are the truth without reservation, and are made for the purpose of inducing the surety, hereinafter referred to as the Company, to execute or procure the execution of a certain bond or undertaking herein applied for. That this Agreement shall apply to the bond or undertaking herein applied for, and any and all extensions, increases, modifications or renewals thereof, or additions or substitutions therefore, any and all such instruments separately and collectively being hereinafter called the Bond. That the Indemnitor(s) shall pay all premiums and renewal premiums as may become due until the Company shall be discharged and released from any and all liability and responsibility under the Bond. That the Indemnitor (s) shall at all times indemnify, save the Company harmless from, and place the Company in funds to meet any claim, demand, loss, liability, costs, charge, attorney's fee, expense, suit order, judgment, or adjudication arising from the existence of the Bond. That if the Company shall set up a reserve to cover any claim, demand, loss, liability cost, charge, attorney's fee, expense, suit, order judgment or adjudication arising from the existence of the Bond the Indemnitor(s) shall, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security for the Bond obligation. That the Company shall have exclusive right to determine for itself and the Indemnitor(s) whether any claim or suit brought against the Company or the Principal, as a result of the existence of the Bond, shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitor(s). That this Agreement shall bind the heirs, executors, administrators, successors and assigns of the Indemnitor(s). That nothing herein contained shall be in derogation of any right remedy which the Company might have independently hereof.

"ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE."

Dated

Signed By:

IF APPLICANT is an **INDIVIDUAL**, sign here:

IF **THIRD PARTY INDEMNITOR(S)**, sign here: in consideration of Surety executing the bond hereinabove applied for, I join in the forgoing indemnity agreement.

Signature:

Full Name SSN

Address

City State Zip Code