



Probate and Fiduciary Surety Application and Indemnity Agreement

Liberty Mutual Insurance Company
Ohio Casualty Insurance Company
West American Insurance Company

Applicant's Full Name:
Address:
Are you a U.S. Citizen?
Occupation:
Years in business:
Annual Income:
SSN or FEIN:
Driver's License No:

Only complete this section when there are Co-Applicants

Applicant's Full Name:
Address:
Are you a U.S. Citizen?
Occupation:
Years in business:
Annual Income:
SSN or FEIN:
Driver's License No:

Bond Amount:
Date of appointment:
Estimated Assets:
Attorney Name:
Attorney Address:
Will the attorney remain involved throughout the duration of the case?

If the answer to any of the following questions is yes, complete Application Supplement -- LMS-7465

- 1) Has the applicant for this bond been declined by another Surety?
2) Is the bond applied for intended to replace the bond of a prior Surety?
3) Is the applicant replacing a prior Fiduciary?
4) Is the applicant indebted to the estate?
5) Is the bond being requested on the demand of an interested third party?
6) Does the deceased/incompetent's estate include a business?
7) Has the applicant ever been bankrupt or insolvent?
8) Does the applicant have any outstanding lawsuits, judgment, or liens?

Administrator or Executor Bonds

Type of Bond Required:
Name of Deceased:
Applicant's Relationship to Deceased:
Are there any disputes among the heirs?
Did Decedent execute a Last Will and Testament?

Guardian, Conservator or Trustee Bonds

Type of Bond:
Name of Ward:
Applicant's Relationship to Ward or Minor(s):
Will joint control be exercised?
Will a Supplemental Needs Trust be created? (If so, attach copy of the Trust)



GENERAL AGREEMENT OF INDEMNITY

This General Agreement of Indemnity ("Agreement") is between Indemnitors, jointly and severally, in favor of Surety with respect to any Bond, guarantee or surety credit extended or issued by Surety on behalf of any Indemnitor, its subsidiaries, members, general partners, limited partners, joint venturers or affiliates or at an Indemnitor's request issued before or after the date of this Agreement. Surety includes any member of the Liberty Mutual Group, including but not limited to Liberty Mutual Insurance Company any other company that is part of or added to the Liberty Mutual Group, severally not jointly.

Indemnitors hereby agree as follows:

1. To pay 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), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in any manner related to the extension of surety credit, including the enforcement of the agreements contained herein and any matter subject to any bankruptcy court (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 fact and extent of Indemnitor's liability;
5. To place Surety in funds within three days of demand, the amount Surety deems necessary to protect itself 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 Indemnitor hereby authorizes Surety to investigate statements made herein, and to obtain credit report information from credit reporting sources/bureaus, and to check credit with creditors and/or lending institutions, and further authorizes any present or former employer or any other person, firm or corporation, to furnish information concerning Indemnitor in connection with the Surety's extension of surety credit and with Indemnitor's compliance with obligations hereunder and under any Bond or underlying obligation, and Indemnitor hereby releases 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 all other rights which Surety may have or acquire against Indemnitor under other or additional agreements of indemnity or any other written agreement (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 any Bond(s), that all the terms of this Agreement shall apply and operate for the benefit of such co-surety and reinsurer, as their interests may appear;
10. That these covenants shall be jointly and severally binding upon Indemnitor, its 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 Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions 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 powers;
13. That if any Bond(s) relate to the assets of an estate, Indemnitor 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, Indemnitor grants, assigns, pledges and conveys to Surety as security, a lien on and security interest in and to Indemnitor's interest, title and rights in the proceeds of any insurance policy affording coverage for all or part of any bonded obligation, and in the contracts or obligations (and all proceeds thereof without limitation) that arise in any manner whatsoever as a result of the extension of surety credit. While the lien and security interests are effective immediately, Surety may exercise its remedies with respect to such only in the event of: a) Indemnitor's failure to fulfill any obligation whatsoever for which i) Bond(s) are provided, ii) contained in any Bond(s), or iii) contained within any INDEMNITY agreement with the Surety; and b) any assignment by Indemnitor for the benefit of creditors or any agreement or proceeding of liquidation, receivership or bankruptcy whatsoever. Indemnitor hereby authorizes Surety to file any such financing statement as Surety deems necessary or appropriate to perfect the liens and security interest granted herein. All parties agree that any scanned or electronically digitized copy or digital version of this Agreement made by Surety as part of its record storage and retention programs or in the normal course of business shall be as effective as the original and any digital signature will be considered as a wet signature for all purposes. An Indemnitor may terminate its liability under this Agreement upon twenty (20) days' notice sent by registered and certified mail or courier requiring proof of delivery signature to Surety, but any such notice of termination shall not operate to modify, bar, or discharge Indemnitors as to any Bonds: (a) that may have been executed or authorized prior to the expiration of the notice period; (b) which may be executed after the expiration of the notice period in fulfillment of any commitment given by Surety prior to the expiration of such notice period; (c) executed in connection with any project as to which any bid bond was executed or authorized prior to the expiration of such notice period; and/or (d) that are renewed, extended, substituted or modified after the expiration of such notice period. Such termination of liability as to any Indemnitor in no way affects the obligation of any other Indemnitor who has not given notice as herein provided. All notices to Surety shall be sent to: Liberty Mutual Surety, 401 Plymouth Road, Suite 450, Plymouth Meeting PA 19462-1636.

By signing below, each individual signing on behalf of a business entity and/or a trust, represents and warrants that he or she is duly authorized by the entity and/or trust to bind it to this Indemnity Agreement and that the entity and/or trust has a material interest in the issuance of any requested Bonds. In the case of a trust, the Trustee further represents and warrants that he or she has the ability and will resolve out of trust assets the obligations to the surety pursuant to the Indemnity Agreement regardless of any spendthrift provisions or any other limitations on distributions.

➡ Dated _____ .

(If the applicant is a business, please sign application TWICE - once as applicant and once as a supporting indemnitor)

BY: ENTITY or INDIVIDUAL- Full Name _____

BY: ENTITY or INDIVIDUAL- Full Name _____

Street Address (no P.O. Boxes), City, State, Zip _____

Street Address (no P.O. Boxes), City, State, Zip _____

BY: _____
Name, Title

BY: _____
Name, Title

DATE: _____

DATE: _____