



**NIELSON, MOSHOLDER & ASSOCIATES**

## **Court Bonds**

### **Instruction Sheet**

- 1. Complete the following sections 1 and 2**
- 2. Complete the sections that apply to the type of bond you need**
- 3. Complete the Indemnity Agreement using the following check list:**
  - a. Agreement has been dated**
  - b. Both the Corporate & Individual Indemnity sections have been signed and witnessed**
  - c. Individuals Name, Social Security and Home Address are included**
- 4. Fax or Email Completed application**

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# Court Bonds

## Commercial Surety Application



- Fiduciary (Probate)** – Complete Section 2
- Receiver or Bankruptcy Trustee** – Complete Section 3
- Court: Judicial** – Complete Section 4

**Application must be SIGNED, WITNESSED and DATED.**

General Information Questions			
Type of Bond (describe purpose) _____			
(Attach a copy of the bond form, if available)			
Agency Name:	Nielson, Mosholder & Associates		
RO/Agency Code:	21-22973	Sub Producer Code:	Bond Number:
Agency City:	Sanford	Agency State:	FL
Bond Amount:	\$ _____	Effective Date of Bond:	Bond Term, if known: _____ # of years
Applicant is: (select one)	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> _____
Applicant (Principal):	_____		
Name to appear on Bond, if different from Applicant:	_____		
Applicant's Address:	_____		
Applicant's Business Description or Latest Occupation:	_____		
Number of Years in Business:	_____		
SS#: _____ - _____	Fed Tax ID: _____	U.S. Citizen?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Business Phone: _____	Fax No.: _____	Email:	_____
Obligee – party requiring the bond (required):	_____		
Obligee Address:	_____		
Billing Method:	<input checked="" type="checkbox"/> Agency Bill	<input type="checkbox"/> Direct Billed – full payment	<input type="checkbox"/> Direct Bill TABS Account TABS Account No.: _____
Billing Address, if different from Applicant's Address:	_____		

1	General Underwriting Questions	
	(required for all Applicants)	
Does the Applicant have any other Surety bonds in force?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Has another Surety company declined to write this or any previous bond?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Have you ever had a bond involuntarily terminated or cancelled?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Has there ever been a claim or legal action against any bond executed on your behalf?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Do you or any of your companies have any pending lawsuits, unsatisfied judgments or liens?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Have you or any of your companies declared bankruptcy or become insolvent?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Have you or any of your companies been the subject of any legal or administrative proceedings resulting in disciplinary action?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Have you ever been convicted of a felony?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(If you answered Yes to any of the above questions, please attach a detailed explanation.)		

**2** **Fiduciary Bonds**

Applicant's Age: \_\_\_\_\_ Applicant's Net Worth: \_\_\_\_\_  
 How long have you been with your current employer? \_\_\_\_\_ Active or retired? \_\_\_\_\_  
 Date of your appointment: \_\_\_\_\_ Name of Estate: \_\_\_\_\_  
 What is your relationship (personal and/or financial) with the deceased/incompetent/minor/beneficiary? \_\_\_\_\_  
 Are you indebted to the estate of the deceased/incompetent/minor/beneficiary?  No  Yes  
 If Yes, in what amount and what are the terms of repayment: \_\_\_\_\_  
 Attorney's name and address: \_\_\_\_\_  
 Court jurisdiction (Oblige) in which bond will be filed: \_\_\_\_\_  
 Is there an ongoing business?  No  Yes  
 If Yes, provide details: \_\_\_\_\_  
 Inventory of the Assets: Cash: \_\_\_\_\_ Securities: \_\_\_\_\_ Real Estate: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Heirs/Beneficiaries	Age	Relationship to the deceased	Share of the Estate	Residence (state)

**Attach a copy of the Will, Trust or Court Order for ALL bonds greater than or equal to \$100,000.**

**2a** **Complete for Administrator, Executor, Personal Representatives, etc.**

Date of Death: \_\_\_\_\_  
 Is the estate insolvent?  No  Yes  
 Are there any disputes among the heirs?  No  Yes

**2b** **Complete for Guardianship, Conservatorship, Trustee, etc.**

This is in regard to a:  Minor *and/or*  Incompetent  Beneficiary Age: \_\_\_\_\_  
 Where does minor/incompetent reside? \_\_\_\_\_  
 Will any assets be under court restrictions?  No  Yes  
 If Yes, provide details: \_\_\_\_\_  
 Will joint control be used to restrict expenditures or distributions of assets?  No  Yes  
 Will professional accounting, investment or legal services be provided on an ongoing basis?  No  Yes  
 Does the presiding court require that an annual accounting be filed?  No  Yes  
 Is the estimated duration of the bond anticipated to be longer than 3 years?  No  Yes

**3** **Receiver, Bankruptcy Trustee, Assignee Bonds**

Debtor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Type of Action:  Liquidation  Reorganization  Receiver of Rents  Other  
 Do you carry Fidelity coverage?  No  Yes  
 If Yes, in what amount? \_\_\_\_\_ Carrier: \_\_\_\_\_  
 Do you carry Professional Liability or E & O coverage?  No  Yes  
 If Yes, in what amount? \_\_\_\_\_ Carrier: \_\_\_\_\_

**Attach copy of Court Order, Judgment and/or other documents**  Copies attached

**4** **Court: Judicial Bonds**

Judgment / Claim Amount: \_\_\_\_\_  
 Type of Action: \_\_\_\_\_  
 Case Number: \_\_\_\_\_ Court Jurisdiction: \_\_\_\_\_  
 Attorney's name and address: \_\_\_\_\_  
 Summary of the Action: \_\_\_\_\_  
 Does the case involve a domestic dispute?  No  Yes

## Indemnity Agreement

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for, and any renewal, procurement, assumption, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used).

Indemnitor(s) hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) To verify information supplied to Hartford; (b) For underwriting purposes; and (c) Upon receipt of a notice of claim or potential claim, for debt collection. Hartford may furnish copies of any and all statements, agreements, and financial statements and any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

If Hartford Fire Insurance Company, Hartford Plaza, Hartford, CT 06115, itself or any of its affiliates, parent, subsidiaries, co-sureties, or re-insurers, (individually and collectively called "Hartford"), as Surety, shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with Hartford as follows:

Indemnitor(s) shall pay the premiums and renewal premiums for each bond issued hereunder, until Hartford has received written legal evidence, satisfactory to Hartford, in its sole discretion, of its discharge from all such bonds and all liability related thereto.

Indemnitor(s) agree to indemnify Hartford and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by Hartford in connection with or by reason of furnishing any bond hereunder. The undersigned Indemnitor(s) hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any claim or any such bond, which deposit may be held by Hartford as collateral security against any loss or cost on this bond.

Indemnitors agree that any Oblige on any bond written pursuant to this Agreement is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by the Surety in it's investigation of any claim. The indemnitors irrevocably appoint Hartford as their Attorney in Fact with the right but not the obligation to exercise its rights and execute or deliver any document in the name of the indemnitor deemed necessary to carry out the intent and purpose of this paragraph.

A facsimile signature of this document shall be deemed an original signature for any and all purposes.

**IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF BENEFITS.**

**WITNESS the following signature(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .** ←

**If Indemnitor is a PARTNERSHIP , CORPORATION or LLC:**

Name of Firm/Corporation

(Seal)

**Witness:** \_\_\_\_\_

**By:** \_\_\_\_\_

Print Above Name Here

Title (Print)

*Print Above Name Here*

**If Indemnitor is an INDIVIDUAL:**

**Witness:** \_\_\_\_\_

*Indemnitor*

*Print Name Above*

\_\_\_\_\_  
*Print Name and Social Security Number of Above & Address*

**Witness:** \_\_\_\_\_

*Indemnitor*

*Print Name Above*

\_\_\_\_\_  
*Print Name and Social Security Number of Above*

**Witness:** \_\_\_\_\_

*Indemnitor*

*Print Name Above*

\_\_\_\_\_  
*Print Name and Social Security Number of Above*

**Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.**