

## V. SPINO BONDING SERVICE

*and*

### LMI Notary Service ALL TYPES OF CIVIL BONDS

208 James Street, Suite B  
Seattle, WA 98104

GUARDIANSHIP  
ADMINISTRATOR  
NOTARY  
SHERIFFS INDEMNITY  
LICENSE BONDS  
RELEASE OF LIEN  
PERFORMANCE

TERRY L. ROBINSON

(206)622-2643

(800)886-5299

FAX(206)628-4690

E-Mail [webondu@yahoo.com](mailto:webondu@yahoo.com)

[www.webondu.com](http://www.webondu.com)

### GUARDIANSHIP/PROBATE BOND INFORMATION SHEET

- \* The Principal (Guardian/Administrator, etc.) must have an attorney of record. Annual renewal billings for the bond will be done through the attorney's office. If there is a change of attorney, V. Spino Bonding Service must be notified.
- \* Please submit a copy of a court order requiring the bond and if a Trust bond please submit a copy of the Trust as well. All Trusts must have court accounting stated in the Trust.
- \* All Guardianship bonds are annual and Probate bonds of \$26,000.00 or more have annual renewals. **These bonds cannot be canceled without a court order specifically exonerating the bond.** To cancel a bond that is no longer needed, forward a copy of the court order to V. SPINO BONDING SERVICE.
- \* The Principal should have a thorough understanding of their responsibilities and the need for their financial accountability for guardianship/probate funds (ask V. SPINO BONDING FOR information regarding Fiduciary responsibilities).
- \* If the bond is to replace a previous bond, or a previous guardian/administrator, an accounting of the assets being administered should be made for the surety company to accurately assess their liability.
- \* In situations when co-guardians or administrators are applying please note if one is not bondable we will not be able to write the bond until a court order is entered removing the unbondable individual.
- \* Principals from another country are not acceptable by the surety company due to differences in international law.
- \* If at the time you have any questions about guardianship/probate bonds, please contact V. SPINO BONDING SERVICE at: (206) 622-2643. When referring to a specific bond, please use the Principal's name, or the five digit reference number on your billing slip or statement. Thank you for doing business with V. SPINO BONDING SERVICE.

## FIDUCIARY BOND APPLICATION

FRAUD WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of benefits.

<b>1. BOND INFORMATION</b>	Type of Bond <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Guardianship <input type="checkbox"/> Trust <input type="checkbox"/> Other _____		Amount \$	Effective Date
<b>2. CASE INFORMATION</b>	Court		State	County
Cause No.	Appointment Date		In the matter of the estate of	
Attorney		Phone Number	Firm	
Address		City	State	Zip Code
<b>3. UNDERWRITING INFORMATION</b>	Name of Fiduciary/Principal			Phone: (    )
Home Address		City	State	Zip Code <input type="checkbox"/> Rent <input type="checkbox"/> Own
Age	Social Security Number	Occupation		
Employer		Date of Employment	Annual Income \$	
Net Worth		Driver's License No.		
<b>4. ESTATE INFORMATION</b>	Principal's Relationship to Deceased/Ward(s)			Age(s) of Ward(s)
Assets of Estate: Cash & Securities \$			Real Estate \$	Other Assets \$
Liabilities of Estate:\$				
Do assets include a going business? <input type="checkbox"/> Yes <input type="checkbox"/> No		If so, nature of business		
Is Principal indebted to estate? <input type="checkbox"/> Yes <input type="checkbox"/> No		If so, provide nature and amount of debt		
If Bond covers a decedent's estate, is there a will? <input type="checkbox"/> Yes <input type="checkbox"/> No (If any trusts, submit copy of will).		Is Principal sole or primary beneficiary of the estate? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", please list others		Share of estate %
Is Principal succeeding another fiduciary or replacing another surety? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes", why?		
Was prior fiduciary bonded? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes", who was prior surety?		
If different surety, give reason for change				
Frequency of Accountings: <input type="checkbox"/> Annual <input type="checkbox"/> Biennial <input type="checkbox"/> Other <input type="checkbox"/> None				
Has the Court authorized a support allowance for the ward or his/her family? <input type="checkbox"/> Yes <input type="checkbox"/> No		If so, what is the purpose and amount?		
Is Principal's access to estate assets restricted by Court Ordered Blocked Accounts or Other Safeguards? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes", give details		



# Agreement of Indemnity

I agree to indemnify **RLI Insurance Company** and/or **RLI Indemnity Company** and/or **Contractors Bonding and Insurance Company** (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" below. I certify that all the information provided is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree:

- (1) To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated, and agree that such premium is fully earned upon issuance of a bond and is not refundable in the first year of coverage.
- (2) To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgment against the bond, including any legal fees and expenses, and a claim fee charge in the amount of \$119.40 for the first claim and \$69.44 for each additional claim.
- (3) To hold harmless and indemnify Surety from any and all liability, damages, loss, costs and expenses of every kind, including attorney fees, which may be sustained or incurred arising out of the execution, enforcement, procurement of release, or other action involving the application and/or issuance of any bond.
- (4) To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made.
- (5) That Surety has the exclusive right to defend, settle, pay, or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety.
- (6) That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon.
- (7) To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself.
- (8) 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.
- (9) I agree that I cannot terminate my liability to the Surety created by this agreement except by sending written notice by certified mail of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its home office, 9025 N. Lindbergh Dr. Peoria, IL 61615. I agree that the termination will be effective thirty working days after the actual receipt of such notice by the Surety, but only for bonds signed or committed to by Surety after the effective date. Thus, I agree that I will remain liable to the Surety for loss and expenses on bonds signed or committed to by Surety prior to the effective date of termination.
- (10) This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.

Applicant Name (Printed) \_\_\_\_\_

Today's Date \_\_\_\_\_ By: X \_\_\_\_\_ Title: \_\_\_\_\_

**ALL OWNERS AND/OR STOCKHOLDERS MUST SIGN BELOW AND PROVIDE PERSONAL INDEMNITY**

In consideration of the Surety's execution of the Bond(s) applied for by Applicant, the Undersigned, agree(s) to become bound by the terms of the above Indemnity Agreement and become personal indemnitors under this agreement. The Undersigned acknowledges that they have read the Indemnity Agreement and understand that it imposes personal liability on them as well as joint and several liability with the Applicant.

<u>X</u> _____ Indemnitor's Signature	<u>X</u> _____ Indemnitor's Signature
<u>X</u> _____ Indemnitor's Signature	<u>X</u> _____ Indemnitor's Signature
<u>X</u> _____ Indemnitor's Signature	<u>X</u> _____ Indemnitor's Signature
<u>X</u> _____ Indemnitor's Signature	<u>X</u> _____ Indemnitor's Signature

<b>AGENT/BROKER INFORMATION</b>	Agent/Broker Name	Code	Phone No.	Fax No.	City	State	Zip
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