



# Probate Application Estate of Incompetent

<b>APPLICANT INFORMATION</b>	Applicant				Soc. Security No.		Applicant's relationship to Incompetent	
	Address			City	State	Zip	Is applicant indebted to the estate? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, explain how debt will be repaid on separate sheet)	

<b>BOND INFORMATION</b>	Type of Bond					Amount of Bond		Effective Date	
	Complete Name and Address of Obligee/Court								

Name of Incompetent				Date of Birth		Date of Appointment		
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Name and address of attorney (If none, do not write the bond; submit to Company for approval)						Will attorney remain throughout the estate? <input type="checkbox"/> Yes <input type="checkbox"/> No		
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Location and Health Status of Incompetent								
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Are guardianship funds to be used for support of the incompetent? <input type="checkbox"/> Yes <input type="checkbox"/> No				Is there a prior Surety or has a previous bond been filed in this estate? (If yes, do not issue this bond). <input type="checkbox"/> Yes <input type="checkbox"/> No				
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Is the bond required on the demand of an interested person? (not court) <input type="checkbox"/> Yes <input type="checkbox"/> No Who?				Do all interested parties agree with the principals appointment as fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, do not write the bond; submit to Company for approval)				
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Assets of estate (describe). Send copy of inventory if assets exceed								
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<b>INDEMNIFICATION AGREEMENT</b>	<b>Signature Instructions:</b> Applicant(s) must sign below.
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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" above. 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: **FIRST:** 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. **SECOND:** To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgement 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. **THIRD:** 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. **FOURTH:** To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made. **FIFTH:** 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. **SIXTH:** 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. **SEVENTH:** 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. **EIGHTH:** 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. **NINTH:** 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. **TENTH:** This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.

Today's Date _____	Applicant Name (Printed) (Exactly As Above) _____	<b>X</b>
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<b>AGENT/BROKER INFORMATION</b>	Agent/Broker Name	Code	Phone No.	Fax No.	City	State	Zip

<b>AGENT'S RECOMMENDATION</b>	<input type="checkbox"/> We are not very familiar with this applicant. <input type="checkbox"/> We are familiar with applicant and are aware of no adverse information about him/her. <input type="checkbox"/> We know applicant very well and offer our highest recommendation. <input type="checkbox"/> We know the attorney very well.			<b>COMMENTS</b> _____ _____ _____