



**TRIAST**  
AGENCY  
ESTABLISHED 1903

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## Instruction Sheet

We have created an instruction sheet to assist you in completing this application. Please refer to this sheet before sending the Commercial Surety Application back to The Hartford. It will help avoid any delays in processing your application due to missing information.

1. Please complete page 1 in its entirety. (Some commonly overlooked items include producer code, year established, date of bond, and obligee information)
2. The final page is the *Indemnity Agreement*. A checklist of 4 questions will help remind you of the key items that need to be addressed:
  - **Did you date the form (directly above the signatures)?**
  - **If the applicant is a Corporation, Partnership or LLC, is the respective name entered with the corresponding signature of the President (or authorized officer) immediately below? (Seals should be used, as appropriate)**
  - **If the applicant is an individual, did he/she sign the form and provide his/her Social Security Number?**
  - **If a witness sign the form attesting to the authenticity of the Indemnitors' signature**

## Please return this application to

**Triest Agency**  
**Bond Department**  
**1052 Gardner Road**  
**Charleston, SC 29407**  
**843-556-6232**  
**FAX: 843-556-0909**  
**email: [larry@triastagency.com](mailto:larry@triastagency.com)**

# 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:** \_\_\_\_\_  
 RO/Agency Code: \_\_\_\_\_ Sub Producer Code: \_\_\_\_\_ Bond Number: \_\_\_\_\_  
 Agency City: \_\_\_\_\_ Agency State: \_\_\_\_\_

**Bond Amount:** \$ \_\_\_\_\_ **Effective Date of Bond:** \_\_\_\_\_ **Bond Term, if known:** \_\_\_\_\_  
 # of years

Applicant is: (select one)  Individual  Partnership  C-Corp  S-Corp  LLC  \_\_\_\_\_

**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?  No  Yes  
 Business Phone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**Obligee – party requiring the bond (required):** \_\_\_\_\_  
 Obligee Address: \_\_\_\_\_

**Billing Method:**  Agency Bill  Direct Billed – full payment  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?  No  Yes
- Has another Surety company declined to write this or any previous bond?  No  Yes
- Have you ever had a bond involuntarily terminated or cancelled?  No  Yes
- Has there ever been a claim or legal action against any bond executed on your behalf?  No  Yes
- Do **you** or any of **your** companies have any pending lawsuits, unsatisfied judgments or liens?  No  Yes
- Have **you** or any of **your** companies declared bankruptcy or become insolvent?  No  Yes
- Have **you** or any of **your** companies been the subject of any legal or administrative proceedings resulting in disciplinary action?  No  Yes
- Have **you** ever been convicted of a felony?  No  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 (Obligee) 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.**

<b>2a</b>	<b>Complete for Administrator, Executor, Personal Representatives, etc.</b>
Date of Death: _____	
Is the estate insolvent? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	
Are there any disputes among the heirs? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	

<b>2b</b>	<b>Complete for Guardianship, Conservatorship, Trustee, etc.</b>
This is in regard to a: <input type="checkbox"/> Minor <i>and/or</i> <input type="checkbox"/> Incompetent <input type="checkbox"/> Beneficiary Age: _____	
Where does minor/incompetent reside? _____	
Will any assets be under court restrictions? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	
If Yes, provide details: _____	
Will joint control be used to restrict expenditures or distributions of assets? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	
Will professional accounting, investment or legal services be provided on an ongoing basis? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	
Does the presiding court require that an annual accounting be filed? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	
Is the estimated duration of the bond anticipated to be longer than 3 years? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	

<b>3</b>	<b>Receiver, Bankruptcy Trustee, Assignee Bonds</b>
Debtor: _____	
Address: _____	
Type of Action: <input type="checkbox"/> Liquidation <input type="checkbox"/> Reorganization <input type="checkbox"/> Receiver of Rents <input type="checkbox"/> Other	
Do you carry Fidelity coverage? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	
If Yes, in what amount? _____ Carrier: _____	
Do you carry Professional Liability or E & O coverage? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	
If Yes, in what amount? _____ Carrier: _____	
<b>Attach copy of Court Order, Judgment and/or other documents</b> <span style="float: right;"><input type="checkbox"/> Copies attached</span>	

<b>4</b>	<b>Court: Judicial Bonds</b>
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? <span style="float: right;"><input type="checkbox"/> No <input type="checkbox"/> Yes</span>	

## 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:**

	<b>Name of Firm/Corporation</b>	<b>(Seal)</b>
<b>Witness:</b> _____	By: _____	_____
_____	Print Above Name Here	_____
<i>Print Above Name Here</i>	Title (Print)	_____

<b>If Indemnitor is:</b> <b>Individual</b> <i>(need Social Security)</i>	<b>3rd-Party Individual</b> <i>(need Social Security)</i>	<b>3rd-Party Company</b> <i>(need FEIN)</i>
<b>Witness:</b> _____	Indemnitor< _____	_____
_____	_____	_____
<i>Print Name Above</i>		<i>Print Name, Title, Social Security or FEIN # of above</i>

<b>If Indemnitor is:</b> <b>Individual</b> <i>(need Social Security)</i>	<b>3rd-Party Individual</b> <i>(need Social Security)</i>	<b>3rd-Party Company</b> <i>(need FEIN)</i>
<b>Witness:</b> _____	Indemnitor< _____	_____
_____	_____	_____
<i>Print Name Above</i>		<i>Print Name, Title, Social Security or FEIN # of above</i>

<b>If Indemnitor is:</b> <b>Individual</b> <i>(need Social Security)</i>	<b>3rd-Party Individual</b> <i>(need Social Security)</i>	<b>3rd-Party Company</b> <i>(need FEIN)</i>
<b>Witness:</b> _____	Indemnitor< _____	_____
_____	_____	_____
<i>Print Name Above</i>		<i>Print Name, Title, Social Security or FEIN # of above</i>

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

## **CALIFORNIA NOTICE**

California Notice: The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.