

**FIDUCIARY BOND APPLICATION AND INDEMNITY AGREEMENT**

TYPE OF BOND: _____ BOND AMOUNT: \$ _____
NAME OF BROKER: _____
BROKER KNOWS APPLICANT SINCE: _____
EFFECTIVE DATE OF BOND: _____

COMPLETE IF APPLICANT(S) IS AN INDIVIDUAL			
NAME OF APPLICANT(S):			
	Name:	Mailing Address and email address	Date of Birth & SIN No.
1.			
2.			
3.			

COMPLETE IF APPLICANT IS A CORPORATION/LLC/LLP	
NAME OF APPLICANT:	
Full Address:	E-mail Address: Website Address:
Organized date: (dd/mm/yy):	under laws of (Dom.) _____ (Prov.) _____ (State) _____
Name of President:	Name of Vice-President:
Name of Secretary:	Name of Treasurer:
Name(s) of Major Shareholders: _____ ( %)	_____ ( %)
_____ ( %)	_____ ( %)

<b>TYPE OF BOND:    ADMINISTRATION [ ]    COMMITTEE [ ]    GUARDIANSHIP [ ]</b> <b>FOREIGN EXECUTOR [ ]    WAIVER OF PROBATE [ ]</b>			
1. Occupation of Applicant (if retired, previous occupation):			
2. Business address of Applicant:			
3. Give names and address of two persons for reference:			
<b>Name</b>	<b>Occupation</b>	<b>State full address</b>	
4. Has application for this bond been made to any other company (if yes, why not executed)		[ ] YES	[ ] NO
5. Have you or any other person provided a bond for this estate previously? (If yes, state details)		[ ] YES	[ ] NO
6. Is application to replace and existing bond (If yes, why?)		[ ] YES	[ ] NO
7. Is applicant replacing a previous administrator/executor/committee? (If yes, please give reason)		[ ] YES	[ ] NO
8. Relationship of Applicant to decedent or incompetent:			
9. Applicant's share in estate:			
10. Are you indebted to the Estate? (If yes, give full particulars)		[ ] YES	[ ] NO
11. Name and address of solicitor you will employ:			
12. Does the decedent or incompetent have a will? (If yes, please attach copy)		[ ] YES	[ ] NO
13. Name and Address of deceased or incompetent:		Date of Death or Date Declared Incompetent:	
If Incompetent, age of individual:			
14. If deceased, did the deceased die:		[ ] Testate	[ ] Intestate
15. Court and location where application/administration is being filed (if applicable attach copy of application to court):			
16. BENEFICIARIES:			
<b>Name</b>	<b>Age</b>	<b>Relationship to Deceased</b>	<b>Address</b>
<b>INVENTORY OF ESTATE – COMPLETE SCHEDULE “A” – “INVENTORY OF ESTATE” TO FORM PART OF THIS APPLICATION.</b>			

**\*PLEASE ATTACH: PERSONAL NET WORTH STATEMENT, INDEPENDENT LEGAL ADVICE, PROMISE TO PAY AND ALL RELATED CORRESPONDENCE, AFFIDAVITS and COURT DOCUMENTATION.**

The undersigned hereby declare(s) that all the information provided herein is to the best of my/our knowledge true, complete and correct and understand it will be used by Trisura Guarantee Insurance Company to determine credit worthiness.

The undersigned further consent(s) to the Trisura Guarantee Insurance Company making any enquiries it deems necessary to reach a decision on this application, and consent(s) to the disclosure at any time of any credit information about me/us to any credit reporting agency or to any one with whom I/we have financial relations.

That Trisura Guarantee Insurance Company may complete any blanks left or correct any errors in completing any blanks, herein or in the said foregoing statement, and such insertions or corrections shall be prima facie correct.

### **INDEMNITY AGREEMENT**

WHEREAS, the undersigned have applied to TRISURA GUARANTEE INSURANCE COMPANY (hereinafter referred to as the "Surety") for certain surety bonds (hereinafter referred to as the "Bonds", which term shall include all extensions, renewals, substitutions and modifications thereto).

NOW THEREFORE, in consideration of the issue of Bonds, whether past, present and future, by the Surety or procured by the Surety on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and other good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The undersigned undertake to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which it might be called upon to pay:
  - A. as a result of a judgment, arbitration award or settlement;
  - B. as damages of any nature, including punitive and exemplary damages, as the case may be;
  - C. in respect of any claim, liability or loss;
  - D. as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
  - E. in satisfaction of judicial and extra-judicial fees and disbursements of the Surety's counsel on a solicitor and client basis and legal fees of claimants' counsel;
  - F. as administration costs related to claims under Bonds and under this agreement.
2. The undersigned undertake to pay to the Surety:
  - A. the initial premium for the issue of any Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned; and
  - B. thereafter, any additional or other premium, in conformity with the Surety's tariff in force or such other tariff as may be agreed upon with the undersigned until such time as the Surety receives proof to its satisfaction, confirming its complete release from all Bonds issued by it, and from the renewal or extension of such Bonds.
3. In order to permit the Surety to meet its obligations under the Bonds, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bonds, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing, the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to any Bonds, up to the amount of such reserve which will be established by the Surety in its sole discretion.
4. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.

5. The undersigned hereby renounce the benefits of division and discussion.
6. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
7. All of the terms and conditions of the present agreement are for the benefit of:
  - A. any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and
  - B. any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the undersigned to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the surety retains any interest in any such Bond or Bonds.
8. The present agreement will be interpreted in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein.

**CONSENT TO SURETY'S OBTAINING INFORMATION**

Each of the Indemnitors

- (a) authorizes the Surety to obtain any credit or other information concerning the affairs and operations of each of the Indemnitors (including any "personal information", as defined by the *Personal Information Protection and Electronic Documents Act* (Canada) and other applicable personal information laws) and any transaction between or among any of the Indemnitors from any banks, depositories, sureties, obligees of the Bonds, materialmen, supply houses, credit reporting agencies, brokers or other persons (collectively, "Sources");
- (b) expressly instructs all such Sources to furnish such information to the Surety (and for greater certainty, instructs any broker(s) to release to the Surety any information relating to any Bond(s) or Bonding Facility); and
- (c) consents to the collection, use and disclosure by the Surety of any personal information about such Indemnitor for the purposes of the entering into, administration and enforcement of this Agreement and any Bond(s).

IN WITNESS WHEREOF, the undersigned have executed and sealed this Indemnity Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PERSONAL INDEMNITORS SIGN HEREUNDER

<b>WITNESS</b>	<b>INDEMNITORS</b>
_____ Typewritten Name	_____ Signed at
_____ Signature of Witness	_____ Typewritten Name
_____ Address	_____ Signature of Personal Indemnitor
	_____ Address
	_____ Social Insurance Number

_____ Typewritten Name	_____ Signed at
_____ Signature of Witness	_____ Typewritten Name
_____ Address	_____ Signature of Personal Indemnitor
	_____ Address
	_____ Social Insurance Number

**CORPORATE INDEMNITORS SIGN HEREUNDER AND AFFIX SEAL**

Name of Corporation: _____	
Address of Corporation: _____	
_____ Name in Block Letters (Authorized Officer) – Title	_____ Name in Block Letters (Authorized Officer) - Title
_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP	_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP

Name of Corporation: _____	
Address of Corporation: _____	
_____ Name in Block Letters (Authorized Officer) – Title	_____ Name in Block Letters (Authorized Officer) - Title
_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP	_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP