

OFFICE OF THE SURROGATE  
ESSEX COUNTY

Theodore N. Stephens II  
SURROGATE

Natalynn Dunson-Harrison  
DEPUTY SURROGATE



469 Dr. Martin Luther King, Jr. Blvd.  
Hall of Records, Room 206  
Newark, New Jersey 07102

<http://www.co.essex.nj.us/surrog.htm>

**IMPORTANT INFORMATION REGARDING BONDS**

1. The Surrogate is the Judge of the Surrogate's Court. In that capacity they have appointed you as a fiduciary. Pursuant to New Jersey statutes, the order of appointment includes a requirement that you post bond. NJS 3B: 15-1. The purpose of the bond is to protect the heirs and creditors of the estate.
2. A surety bond is not insurance. You are responsible for any losses which cause the surety to make payment on your behalf. The Indemnity Agreement is your promise to repay the surety.
3. You are free to purchase this bond from any qualified source.
4. The law establishes minimum terms and conditions for indemnity and collection, which must be in each bond. The other terms, such as premium and duration are between you and the bonding company.
5. The initial premium is due when the bond application is completed. Annual premiums are due each year until the estate is closed. Those annual bills will come directly from the bonding agent.
6. If the value of the estate is reduced, you can have the bond reduced. Since the premium is determined by the amount of the bond, reducing the bond will result in a savings in most cases.
7. **Please remember that the bond does not terminate at the end of the first year. If you do not notify the bonding company that the estate is closed they will continue the bond and they will bill you each year for another premium.**



*State of New Jersey*  
*Essex County Surrogate's Court*

In the matter of the Estate of:

\_\_\_\_\_, Deceased

}  
}

**ADMINISTRATOR'S  
BOND**

AKA: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ Administrator/rix of the estate of \_\_\_\_\_, deceased, (hereinafter referred to as Administrator/rix) as Principal, and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Superior Court of New Jersey in the sum of \_\_\_\_\_ lawful money of the United States, to be paid to the said Superior Court, its successors or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals, and dated \_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH (N.J.S.A. 3B:15-5)

That if the above bounden Administrator/rix shall perform every one of the duties described in the numbered paragraphs which immediately follow this paragraph, then the above obligation shall be void and of no effect, or else shall remain in full force and virtue.

1. If required by the Court or if an exemption is to be set off as required in N.J.S.A. 3B:16-1, et seq., to make a true and perfect inventory of the real and personal property of the decedent, which has or shall come into his/her hands, possession or knowledge or into the hands of any other person for him/her, and to cause an appraisal to be made of the real and personal property and to file the inventory and appraisal in the Office of the Clerk of the Superior Court or of the Surrogate of Essex County, as the ease may be, within the time so required;
2. To faithfully discharge all of the duties imposed upon them according to law;
3. To make a just and true account of his/her administration of the estate, and, if required by the Court, to settle their account therein within the time so required;
4. To deliver and pay to the distributees entitled thereto by law the surplus property of the deceased as may remain pursuant to the account; and

5. To deliver their Letters of Administration to the proper court when required so to do, if a Will of the deceased is found and exhibited to it and by it admitted to probate.

6. To comply in all respects with the Statutes pertaining thereto.

The Principal and surety hereby submit themselves to the jurisdiction of the Superior Court and do hereby irrevocably appoint the Clerk of the Superior Court/ Surrogate of Essex County as their agent upon whom any papers affecting their liability on this bond may be served. The Principal and Surety waive any right to a jury trial in an action to enforce liability on the bond. Liability on the bond may be enforced by motion in the action, if one is pending, without the necessity of any independent action and the said motion may be served upon the Principal and Surety by mailing it, by ordinary mail, to the Clerk of the Superior Court/ Surrogate Essex County, as named above, who shall forthwith mail copies thereof to

**The Principal at:**

\_\_\_\_\_

**And the Surety at:**

\_\_\_\_\_

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
Witness as to Principal Signature

\_\_\_\_\_  
Signature PRINCIPAL

(Seal)

\_\_\_\_\_  
SURETY

The within bond is hereby approved as to form and sufficiency.

Dated: \_\_\_\_\_

\_\_\_\_\_  
J.S.C. or Surrogate

**Attorney of Record:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESSEX COUNTY SURROGATE’S COURT**

IN THE MATTER OF: \_\_\_\_\_, Deceased

Acknowledgement

I/We, \_\_\_\_\_, acknowledge that I/We have received a copy of “Important Information Regarding Bonds”.

I/We understand that the Surrogate requires a bond but that selection of the bonding company is my/our option. I/We further understand that the price, terms and conditions are a private contractual matter between me/us and the bonding company and that the Surrogate is not a party to that contract.

\_\_\_\_\_

Date: \_\_\_\_\_