

# JOINT CONTROL AGREEMENT

- The Bar Plan Mutual Insurance Company
- The Bar Plan Surety and Fidelity Company

Bond No: \_\_\_\_\_  
Estate No.: \_\_\_\_\_

For and in consideration of the execution of the Principal's bond and the agreement of each party to each other party, the undersigned Parties agree as follows:

1. The Joint Control Representative agrees to maintain this Joint Control Agreement ("Agreement") as set forth herein and shall provide written notice to Surety at the earliest practical opportunity of any request for the bond Principal's removal, allegations of breach of duty and/or requests for surcharge damages.
2. The bond Principal has deposited with the Depository Bank the sum of \$\_\_\_\_\_ in (trust)(estate) assets, which account is known as the "Principal Account" and identified by account number \_\_\_\_\_.
3. The bond Principal has placed in Safety Deposit No. \_\_\_\_\_ of Depository Bank, (trust)(estate) securities which are described upon the reverse side of this page.
4. The Depository Bank will not permit the withdrawal of the money from the Principal Account without the joint signatures of the bond Principal and the Joint Control Representative, and will not permit the bond Principal access to the Safety Deposit Box without the signatures of both the bond Principal and the Joint Control Representative. The Joint Control Representative shall make a reasonable investigation as to the validity of any such withdrawal or removal prior to signing such authorization.
5. Any (trust)(estate) monies received by the bond Principal after the date of this Agreement shall immediately be deposited with the Depository Bank in the Principal Account, and any (trust)(estate) securities received by the bond Principal after the date of this Agreement shall immediately be placed in the numbered Safety Deposit Box and all shall be subject to the terms of this Agreement.
6. The bond Principal may maintain a working account in the name of the (trust)(estate) in the Depository Bank not subject to joint control, not to exceed the sum of \$\_\_\_\_\_, this account to be opened and maintained by properly countersigned checks from the Principal Account. Deposits into the working account shall be once annually, or more often as directed by the court.
7. The Depository Bank may change the Joint Control Representative only upon notice from Surety.

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

- The Bar Plan Mutual Insurance Company
- The Bar Plan Surety and Fidelity Company

\_\_\_\_\_  
Bond Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Joint Control Representative

Title: \_\_\_\_\_

\_\_\_\_\_  
Depository Bank

By: \_\_\_\_\_  
Authorized Officer

Deposit the money in the Depository Bank under this Agreement and insert the bank balance before returning this form to Surety. A complete list of the assets placed in the Safety Deposit Box under joint control must be given on the reverse side of this form.

