

Power No. _____ Court _____ Bail Amount _____
Case No. _____ Charges _____ Date _____ Time _____ AM/PM
Trial Date _____ Arrest Date _____ Agent _____

TERMS AND CONDITIONS

The undersigned defendant desires American Surety Company (hereinafter called "Surety") to execute, or cause to be executed, the bond herein applied for. Defendant makes answers to the questions below, and every answer is warranted to be true without any mental reservations whatever.

The following terms and conditions are an integral part of this Application For Appearance Bond No. _____ dated _____ for which Surety or its Agent shall receive a premium in the amount of _____ Dollars (\$ _____) and the parties agree that said Appearance Bond is conditioned upon full compliance of the following:

1. Surety shall have control and jurisdiction over the Defendant during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time provided by law.
2. In the event surrender of Defendant is made prior to the time set for Defendant's appearances, and for reason other than as enumerated below in paragraph 3, then Defendant shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Defendant's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Defendant, and Defendant shall have no right to any refund of premium whatsoever.

- (a) If Defendant shall depart the jurisdiction of the court without the written consent of the court and Surety, or its Agent.
- (b) If Defendant shall move from one address to another without notifying Surety, or its Agent in writing prior to said move.
- (c) If Defendant shall commit any act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond.
- (d) If Defendant is arrested and incarcerated for any offense other than a minor traffic violation.
- (e) If Defendant shall make any material false statement in this Application.

ALL INFORMATION BELOW MUST BE COMPLETED IN FULL, OR DELAY WILL OCCUR (PLEASE PRINT)

NAME OF DEFENDANT _____ PHONE () _____
CELL PHONE () _____ FIRST _____ MIDDLE _____ LAST _____ RACE _____ SEX M F
E-MAIL ADDRESS _____ APT. _____ NICKNAME OR ALIAS _____ HOW LONG? _____
RESIDENCE ADDRESS _____ NO. _____ CITY _____ STATE _____ ZIP _____ HOW LONG? _____
PREVIOUS ADDRESS _____ APT _____ NO _____ CITY _____ STATE _____ ZIP _____ HOW LONG? _____
OCCUPATION _____ EMPLOYED BY _____ HOW LONG? _____
EMPLOYER'S ADDRESS _____ PHONE () _____ HOW LONG? _____
PREVIOUS EMPLOYMENT _____
DATE OF BIRTH _____ HEIGHT _____ FT _____ IN _____ WEIGHT _____ LBS _____ COLOR OF EYES _____ COLOR OF HAIR _____
IDENTIFICATION MARKS OR TATTOOS _____ SOCIAL SECURITY NUMBER _____ - _____ - _____
SPOUSE'S NAME _____ SOCIAL SECURITY NUMBER _____ - _____ - _____ DATE OF BIRTH _____
EMPLOYED BY _____ ADDRESS _____ PHONE () _____
DEFENDANT ARRESTED BEFORE Y N CONVICTED Y N OFFENSE _____ ON PAROLE Y N ON PROBATION Y N
AUTOMOBILE MAKE _____ YEAR _____ COLOR _____ REGISTRATION # _____ STATE _____
DRIVER'S LICENSE NO _____ STATE _____ INSURANCE COMPANY _____ HONORABLY DISCHARGED Y N WHEN _____
MILITARY SERVICE Y N WHAT BRANCH _____
HAS DEFENDANT BEEN BONDED BEFORE? _____ AGENT OR SURETY _____
IS DEFENDANT UNDER ANY BAIL BOND NOW? Y N AGENT OR SURETY _____
DEFENDANT'S ATTORNEY _____ ADDRESS _____ PHONE () _____

BANK ACCOUNTS			CREDIT CARDS		
	INSTITUTION	ACCOUNT NUMBER	BALANCE	COMPANY	CARD NUMBER
MORTGAGE					
AUTOMOBILE					
CHILDREN'S NAMES		AGE	SCHOOL OR HOME ADDRESS		
PERSONAL REFERENCES		WORK OR HOME ADDRESS		PHONE	
1.				()	
2.				()	
RELATIVE	RELATIONSHIP	STREET/ADDRESS.CITY/STATE		PHONE	
				()	
				()	
				()	
				()	
NEGOTIATORS/REQUESTORS		ADDRESS	DATE	MANNER RELATIONSHIP	

The Defendant hereby warrants that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be relied on fully.

In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the state Department of Disability Insurance, the United States Armed Forces, the state Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to American Surety Company and its assigns and/or duly authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his or her appearance and/or apprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by American Surety Company and its assigns and/or fully authorized representatives. In addition, if the Defendant escapes from the custody of American Surety Company and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such returns.

DEFENDANT

SIGN HERE **X** _____ AGENT _____
Signature of Defendant Signature of Agent

Mailing Address

IMPORTANT! American Surety Company accepts and authorizes its representatives to accept only specific forms of collateral as security.

THIS ACCEPTABLE COLLATERAL IS LIMITED TO:

- 1. **CASH** including cashier's checks, money orders and certified checks;
- 2. Properly assigned **SAVINGS ACCOUNTS** represented by passbooks, or properly assigned **CERTIFICATES OF DEPOSIT**;
- 3. Approved and properly assigned **STOCKS AND BONDS**;
- 4. **REAL ESTATE** evidenced by properly executed mortgages, deeds of trust or confessions of judgment in favor of American Surety Company in accordance with applicable state law.

IMPORTANT! Representatives are not authorized to accept and American Surety Company is not responsible for any type or form of collateral other than collateral enumerated above.

PROMISSORY NOTE

\$ _____
City and State

On demand after date, for value received, _____ promise to pay to the order of American Surety Company (\$ _____)

_____ DOLLARS,
at _____, with interest

thereon at the rate of _____ per cent, per annum from Call Date until fully paid. Interest is payable semi-annually. The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at _____ per cent, per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become Null and Void in the event the said defendant _____

shall appear in the proper court at the time or times so directed by the Judge or Judges or competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Date: _____, 20_____
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