

DEFENDANT EXECUTION DATE AGENT

TERMS AND CONDITIONS

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

The following terms and conditions are an integral part of the Financial Statement and Indemnity Agreement; Application Bond Number 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 three, 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.

NOTICE: Should any dispute arise, write to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268 or call (317) 875-8700. If the dispute cannot be resolved you may also write to the Florida Dept. of Financial Services, Division of Agent & Agency Services, 200 East Gaines Street, Larson Building, Tallahassee, Florida 32399 or call (850) 413-5660. This notice of procedure is for information only and does not become a part or condition of the bond.

NAME OF INDEMNITOR FIRST MIDDLE LAST PHONE DATE OF BIRTH
CELL PHONE E-MAIL ADDRESS
RESIDENCE ADDRESS APT. NO. CITY/STATE ZIP HOW LONG?
EMPLOYED BY HOW LONG? SOCIAL SECURITY NUMBER
EMPLOYER'S ADDRESS PHONE
SPOUSE'S NAME DATE OF BIRTH
EMPLOYED BY ADDRESS HOW LONG PHONE
PARENTS ADDRESS PHONE
AUTOMOBILE - MAKE YEAR COLOR REGISTRATION NO. STATE
WHEN AND WHERE DID YOU BUY CAR? AMOUNT OWING TO WHOM?
DRIVER'S LICENSE NUMBER STATE
AUTOMOBILE INSURANCE COMPANY HOME-BUY RENT LEASE FROM WHOM?
HOME PRESENT VALUE AMOUNT OWED INSURANCE COMPANY

Table with 4 columns: BANK ACCOUNTS HELD AT, ACCOUNT NO., CREDIT CARDS, CARD NUMBER

The maker of the above statement hereby authorized the Surety to confirm the bank balances claimed and all other items comprising said statement. Are you guarantor upon any other bonds? Endorser upon any note or other obligation? Are there any judgments against you? Explain "yes" answers

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY! INDEMNITY AGREEMENT

This AGREEMENT is made by and between the undersigned Defendant, Indemnitors, and American Surety Company through its duly authorized Agent

WHEREAS, American Surety Company (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become Surety on an appearance bond for

Defendant in the sum of Dollars (\$) by its certain bond executed on the power of attorney number(s)

- NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:
1. That the Indemnitors will have Defendant forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
2. For good and valuable consideration, the undersigned Principal and/or Indemnitor agree(s) to indemnify and hold harmless the Surety Company or its agent for all losses not otherwise prohibited by law or by rules of the department of insurance.
3. The Indemnitors agree not to make, or attempt, any transfer of property, real or personal, in which they may have or may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the Bond referred to herein.
4. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
5. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
6. That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of Indemnitors.
7. That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
8. That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
9. This Agreement shall be construed and enforced under the laws of the State of Florida. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
10. The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.
IN WITNESS WHEREOF, the parties have executed this Agreement this day of, 20

The undersigned Defendant and Indemnitor(s) acknowledge receipt of this Financial Statement and Indemnity Agreement and have received a copy of all other documents signed relating to the bond(s).

Attest Signature of Defendant Signature of Co-Indemnitor
Attest Signature of Indemnitor Address of Co-Indemnitor

STATE OF COUNTY OF
On this day of, 20, before me personally appeared, to me known to be the person described in and who, executed the foregoing instrument and thereupon acknowledged to me that executed the same.
Notary Public My Commission Expires:

Agent \_\_\_\_\_ Attest Date \_\_\_\_\_ Bail Amount \_\_\_\_\_

**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 Number \_\_\_\_\_ 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.

**NOTICE:** Should any dispute arise, write to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268 or call (317) 875-8700. If the dispute cannot be resolved you may also write to the Florida Department of Financial Services, Division of Agent & Agency Services, 200 East Gaines Street, Larson Building, Tallahassee, Florida 32399 or call (850) 413-5660. This notice of procedure is for information only and does not become a part or condition of the bond.

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

NAME OF DEFENDANT \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

CELL PHONE ( ) \_\_\_\_\_ FIRST \_\_\_\_\_ MIDDLE \_\_\_\_\_ LAST \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_ NICKNAME OR ALIAS \_\_\_\_\_ RACE \_\_\_\_\_ SEX M  F

RESIDENCE ADDRESS \_\_\_\_\_ APT. NO. \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_ HOW LONG? \_\_\_\_\_

PREVIOUS ADDRESS \_\_\_\_\_ APT. NO. \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_ HOW LONG? \_\_\_\_\_

OCCUPATION \_\_\_\_\_ EMPLOYED BY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

EMPLOYER'S ADDRESS \_\_\_\_\_ PHONE ( ) \_\_\_\_\_ HOW LONG? \_\_\_\_\_

PREVIOUS EMPLOYMENT \_\_\_\_\_ HOW LONG? \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ HEIGHT \_\_\_\_\_ FT \_\_\_\_\_ IN WEIGHT \_\_\_\_\_ LBS 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 \_\_\_\_\_

MILITARY SERVICE Y  N  WHAT BRANCH \_\_\_\_\_ HONORABLY DISCHARGED Y  N  WHEN \_\_\_\_\_

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 HELD AT:			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.

The Defendant hereby acknowledges receipt of a copy of this Application For Appearance Bond and has received copy of all other documents signed relating to the bond(s).

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

DEFENDANT

SIGN HERE **X** \_\_\_\_\_  
Signature of Defendant

AGENT \_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Mailing Address

### PROMISSORY NOTE

This Note is being executed by the undersigned to secure American Surety Company, as Surety, upon forfeiture or estreatment of the surety bond(s) posted on behalf of the defendant named below.

**On demand** after date, for value received, I/We promise to pay to the order American Surety Company the sum of \_\_\_\_\_ DOLLARS,

(\$ \_\_\_\_\_), at P.O. Box 68932, Indianapolis, Indiana 46268, 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. After maturity, this Note shall bear interest 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.

\_\_\_\_\_  
Defendant SEAL

\_\_\_\_\_  
Indemnitor SEAL

Date: \_\_\_\_\_, 20\_\_\_\_\_ \_\_\_\_\_  
Indemnitor SEAL

**(Defendant and Indemnitors must sign both the Promissory Note and Indemnity Agreement)**