

APPLICATION FOR APPEARANCE BOND

AMERICAN SURETY COMPANY

P.O. BOX 68932 · INDIANAPOLIS, INDIANA 46268

I, the undersigned, do hereby apply to you to act as my surety in the amount of \$ \_\_\_\_\_ in the \_\_\_\_\_ Court of \_\_\_\_\_ wherein I am charged with \_\_\_\_\_ and I agree to the following terms and conditions prescribed by the State Insurance Department.

DEFENDANT \_\_\_\_\_
AGENT \_\_\_\_\_
POWER NO. \_\_\_\_\_
CAUSE NO. \_\_\_\_\_
EXECUTION DATE \_\_\_\_\_
CONTACT BY \_\_\_\_\_
ADDRESS \_\_\_\_\_
DATE \_\_\_\_\_ TIME \_\_\_\_\_
RELATIONSHIP \_\_\_\_\_

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance bond No. \_\_\_\_\_ Date \_\_\_\_\_ for which AMERICAN SURETY COMPANY 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 all said terms and conditions and is a part of said bond and application therefor.

- 1. AMERICAN SURETY COMPANY, as 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 as 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 AMERICAN SURETY COMPANY hereunder, and AMERICAN SURETY COMPANY shall have the right to forthwith apprehend, arrest, and surrender Defendant, and Defendant shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of Defendant's obligations hereunder are:
(a) If Defendant shall depart the jurisdiction of the court without written consent of the court and AMERICAN SURETY COMPANY, or its Agent.
(b) If Defendant shall move from one address to another without notifying AMERICAN SURETY COMPANY, 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 the application.

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

Name of Defendant \_\_\_\_\_ Nickname/Alias \_\_\_\_\_
Street Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ How Long? \_\_\_\_\_
Cell Phone (\_\_\_\_) \_\_\_\_\_ E-Mail Address \_\_\_\_\_ Former Address \_\_\_\_\_ How Long? \_\_\_\_\_
Employed By \_\_\_\_\_ Clock # \_\_\_\_\_ Dept # \_\_\_\_\_ How Long? \_\_\_\_\_
Employer's Address \_\_\_\_\_ Boss \_\_\_\_\_ Union Local # \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Previous Employment \_\_\_\_\_ How Long? \_\_\_\_\_
Date of Birth \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Eyes \_\_\_\_\_ Hair \_\_\_\_\_ Race \_\_\_\_\_
Identification Marks or Tatoos \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
Spouse's Employment \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Children's Name and Ages \_\_\_\_\_ School \_\_\_\_\_
Parent's Name \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Spouse's Parents \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Brothers or Sisters \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Brothers or Sisters \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Defendant Personal Reference \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Defendant Personal Reference \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Defendant Personal Reference \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Best Friend \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Defendant's Attorney \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Indemnitor's Name \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Indemnitor's Relationship to Applicant \_\_\_\_\_
Indemnitor's Employment \_\_\_\_\_ Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
Defendant Arrested Before \_\_\_\_\_ Convicted \_\_\_\_\_ Offense \_\_\_\_\_
Automobile - Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_
When and where did you buy car? \_\_\_\_\_ Amount Owning \$ \_\_\_\_\_ To Whom \_\_\_\_\_
Driver's License No. \_\_\_\_\_ State \_\_\_\_\_ Draft Registration Number \_\_\_\_\_
Are you under any bail bond now? \_\_\_\_\_ Agent or Surety Company \_\_\_\_\_
Remarks: \_\_\_\_\_

The Defendant hereby affirms 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 duly 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 return.

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

AGENT WITNESS HERE \_\_\_\_\_ (SIGNATURE OF AGENT)

DEFENDANT SIGN HERE X \_\_\_\_\_ (SIGNATURE OF DEFENDANT)

AMERICAN SURETY COMPANY

P.O. Box 68932 · INDIANAPOLIS, INDIANA 46268

DEFENDANT
AGENT
CAUSE NO.
POWER NO.
EXECUTION DATE
CONTACT BY
RELATIONSHIP

FINANCIAL STATEMENT AND INDEMNITY AGREEMENT

NAME OF INDEMNITOR FIRST MIDDLE LAST PHONE ( ) DATE OF BIRTH
RESIDENCE ADDRESS CITY STATE ZIP
CELL PHONE ( ) E-MAIL ADDRESS
SOCIAL SECURITY NUMBER EMPLOYED BY BOSS
EMPLOYER'S ADDRESS CLOCK # DEPT PHONE ( )
SPOUSE'S NAME DATE OF BIRTH
SPOUSE EMPLOYED BY ADDRESS PHONE ( )
PARENTS ADDRESS

Table with 3 columns: PERSONAL REFERENCES, WORK OR HOME ADDRESS, PHONE

ASSETS LIABILITIES
Cash In Bank \$ Money Borrowed on Notes \$
Stocks, bonds, mortgages (market value):
Real estate, the title to which is in my name alone:
Accounts Receivable
Other assets (in detail)
Total Assets \$ Total Liabilities \$

The maker of the above statement hereby authorizes the Surety to confirm the bank balances claimed and all other items comprising said statement.

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 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. That the Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same.
3. That the agreement of indemnity contained in Paragraph 2 above shall continue as long as the SURETY has any liability or has sustained any loss, upon the bond referred to herein, and the undersigned further agrees not to make any transfer, or any attempted transfer of any of the property, real or personal, in which the undersigned has an interest or in which the undersigned may subsequently acquire any interest, and it is further agreed that the SURETY shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of its having executed the bond referred to herein. It is further agreed that the Indemnity Agreement contained in Paragraph 2 above and the provisions of this paragraph shall be binding upon and apply to any subsidiary, affiliate, parent or related enterprises created or acquired by the undersigned.
4. That the voucher or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall itself, be conclusive evidence of such payment as to the Indemnitor, 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 the Indemnitors.
7. That Indemnitors' obligation 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 . 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

WITNESSES:

X SIGNATURE OF DEFENDANT
X SIGNATURE OF INDEMNITOR
X SIGNATURE 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 that executed the same.

My Commission Expires Notary Public

POWER OF ATTORNEY

Know All Men by These Presents

THAT I, \_\_\_\_\_ and by these presents do make, constitute and appoint \_\_\_\_\_ my true and lawful attorney for me and in my name, place and stead to act for me in the \_\_\_\_\_ Court of \_\_\_\_\_ County, \_\_\_\_\_ State, in connection with the charge of \_\_\_\_\_ now pending against me in said County; and to enter such plea as he may feel is proper in connection with the said charge, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

(Signature of Defendant)

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 \_\_\_\_\_

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. Properly assigned STOCKS AND BONDS;
4. REAL ESTATE evidenced by properly executed mortgages, deeds of trust or confessions of judgment in accordance with applicable state law.

IMPORTANT! This collateral security receipt and agreement should not be used except in conjunction with acceptable collateral. 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.

TO DEFENDANT AND INDEMNITOR(S): YOU ARE ENTITLED TO A SIGNED RECEIPT FOR COLLATERAL YOU HAVE GIVEN TO THE BONDING AGENT TO SECURE AND INDEMNIFY THIS BOND PURSUANT TO THE TERMS OF THIS AGREEMENT. ANY PROPERTY DEED OR MORTGAGE MUST BE TAKEN IN THE NAME OF AMERICAN SURETY COMPANY. BE SURE ALL YOUR COLLATERAL IS ITEMIZED ON YOUR COLLATERAL RECEIPT.

I HAVE (NOT) DEPOSITED COLLATERAL with the Agent for the purpose of this Bail Bond and received Receipt Numbered \_\_\_\_\_

AGENT WITNESS HERE \_\_\_\_\_ Signature of Agent

DEFENDANT/INDEMNITOR SIGN HERE x \_\_\_\_\_ Signature of Defendant/Indemnitor

PROMISSORY NOTE

\$ \_\_\_\_\_ City and State \_\_\_\_\_ Date \_\_\_\_\_ 20\_\_\_\_\_

On demand after date, for value received, \_\_\_\_\_ Promise to pay to the order of AMERICAN SURETY COMPANY or assigns \_\_\_\_\_ DOLLARS, at \_\_\_\_\_, with interest thereon at the rate of \_\_\_\_\_ per cent, per annum from Call Date until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree 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 of 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\_\_\_\_\_ SIGNATURE OF DEFENDANT SIGNATURE OF INDEMNITOR SIGNATURE OF CO-INDEMNITOR