

Application For Appearance Bond

1 21958

Right Thumb	NAME OF INSURANCE CO.
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1. Name and Address

Full Name _____	Tel. _____	Cell. _____	E-Mail _____
Home Address PLEASE PRINT - First/Middle/Last Name			
Street _____	City _____	State _____	Zip _____
Mailing Address _____	Street _____	City _____	State _____ Zip _____

2. Mortgage/Landlord/Residence Information

How long have you lived at current address? _____ Do you Own or Rent your home? Other _____

Mortgage Company or Person from whom you rent _____

Address of Mortgage Co. or Landlord _____

3. Personal Description

Weight _____ Height _____ Race _____ Sex Male Female Color of Eyes _____ Color of Hair _____ Date of Birth (mo/day/yr) _____

Nationality _____ Ctzshp Status _____ Place of Birth _____ Nickname or Alias _____ Tattoos/Scars _____

4. Marital Status/Children

Married Divorced Separated Widowed Single Girlfriend Boyfriend Spouse's Name _____

Spouse's Occupation _____ Spouse's Employer _____ Phone _____

No. Of Children _____ Ages _____ Are you responsible for anyone else's support? _____

Child's Name _____ Age _____ School Attended _____

Child's Name _____ Age _____ School Attended _____

Child's Name _____ Age _____ School Attended _____

5. Employment

Your Occupation _____ Name of Co. _____ Bus. Phone _____

Name of Supervisor _____ Address _____ How long have you worked for this company? _____

Former Employer(s) _____

6. SS # / DL # / Car / Credit Cards

Social Security # _____ Drivers License # _____ State _____

Describe the Car You Drive: YEAR _____ MAKE _____ COLOR _____ MODEL _____ TAG NO. _____

Where Financed? _____ Amount Owed \$ _____

Credit Card Name & Acct. # _____ Credit Card Name & Acct. # _____

Credit Card Name & Acct. # _____ Credit Card Name & Acct. # _____

7. Bank Accounts

Name of Institution _____	Signatory _____	Account No. _____
Name of Institution _____	Signatory _____	Account No. _____

8. Attorney

Full Name _____ Phone _____

Current Address _____ Street _____ City _____ State _____ Zip _____

9. Personal References or Friends (Not Related, Different From Above)

Name	Yrs. Known	Occupation	Work/Home Address	Phone
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

10. Relatives (If not living, write deceased. Complete fully.)

Name	Occupation	Address/City/State	Phone
Father _____	_____	_____	_____
Mother _____	_____	_____	_____
Brother _____	_____	_____	_____
" _____	_____	_____	_____
Sister _____	_____	_____	_____
" _____	_____	_____	_____
Father-in-Law _____	_____	_____	_____
Mother-in-Law _____	_____	_____	_____
Brother-in-Law _____	_____	_____	_____
Cousin _____	_____	_____	_____

TERMS AND CONDITIONS

NOTE: Premium on this Bond is NOT Returnable

The following terms and conditions are an integral part of this application for Appearance Bond No. _____ Dated _____ for which _____ or its Agent shall receive a premium in the amount of _____ (\$ _____) Dollars, and the parties agree that said appearance bond is condition upon full compliance of all terms and is a part of said bond and application thereof

- _____ as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
- In the event surrender of principal is made prior to the time set for principal's appearances, and for reason other than as enumerated below in paragraph 3, then principal shall be entitled to a refund of the bond premium.
- It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to hereunder, and _____ shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:
 - If principal shall depart the jurisdiction of the court without the written consent of the court and _____ or its Agent.
 - If principal shall move from one address to another within the State of Florida without notifying _____ or its Agent in writing prior to said move.
 - If principal shall commit any act which shall constitute reasonable evidence of principals intention to cause a forfeiture of said bond.
 - If principal is arrested and incarcerated for any offense other than a minor traffic violation.
 - If principal shall make any material false statement in the application or fail to produce agreed collateral.
 - If indemnitor requests principal be surrendered in writing.
- I hereby waive any and all rights I may have under Title 28 Privacy Act - Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize _____ and/or its Agent to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental (Local, State, Federal), including, but not limited to, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, employment records. I authorize without reservation, any party or agency, private or governmental (Local, State, Federal), contacted by _____ and/or its Agent, to furnish any and all private and public information and records in their possession concerning me to _____ and/or its Agent.

APPLICANT'S SIGNATURE _____

INDEMNITY AGREEMENT FOR SURETY BAIL BOND

The undersigned called "First Party," makes application to _____ called "Second Party" for execution by _____, a corporation called "Surety," of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$ _____ for _____ called

"Principal," and in consideration of Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ _____ Premium for this Bail Bond. The premium is earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his bail reduced or his case dismissed, shall not obligate the return of any portion of said premium.

SECOND: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written including expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Judgment entered thereon,

THIRD: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fee which shall, in no event, be less than the sum of twenty-five dollars (\$25.00).

FOURTH: To pay Second Party or Surety as collateral upon demand the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

FIFTH: To pay Second Party or Surety immediately upon demand after entry of Estreatment pursuant to governing statutes.

SIXTH: To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

SEVENTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or Surety may be applied as collateral security or idemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses. If collateral received by second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the hereinabove charges.

EIGHTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or any one of them, the First Party hereby expressly waiving the benefits its of law requiring the Second Party or the Surety to make claim upon or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.

NINTH: In making application for Bail Bonds each of us warrants all statements made by him or her on the application to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

TENTH: The undersigned agrees that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, including appeals, but not in a greater Amount.

"For good and valuable consideration, the undersigned principal hereby agrees to indemnify and/or hold harmless, the surety company or its agent for any and all losses not otherwise prohibited by law, or rules and regulations promulgated under any applicable statute."

ELEVENTH: For good and valuable consideration, the undersigned principal agrees 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.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail agreement executed herewith each represents: I have read the Bail Agreement and I know the contents thereof, that I hereby acknowledge receipt of a copy of said Bail Agreement, that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

this _____ day of _____, 20____ set my hand.

DEFENDANT SIGNATURE _____ HOME TEL _____ WORK TEL _____ CEL _____ BPR _____

NAME _____ Address _____ City _____ State _____ Zip _____

EMPLOYER _____ Address _____ City _____ State _____ Zip _____

DIL No. _____ S.S. No. _____ Date of Birth _____

INDEMNITOR SIGNATURE _____ HOME TEL _____ WORK TEL _____ CEL _____ BPR _____

NAME _____ Address _____ City _____ State _____ Zip _____

EMPLOYER _____ Address _____ City _____ State _____ Zip _____

DIL No. _____ S.S. No. _____ Date of Birth _____

INDEMNITOR SIGNATURE _____ HOME TEL _____ WORK TEL _____ CEL _____ BPR _____

NAME _____ Address _____ City _____ State _____ Zip _____

EMPLOYER _____ Address _____ City _____ State _____ Zip _____

DIL No. _____ S.S. No. _____ Date of Birth _____

INDEMNITOR SIGNATURE _____ HOME TEL _____ WORK TEL _____ CEL _____ BPR _____

NAME _____ Address _____ City _____ State _____ Zip _____

EMPLOYER _____ Address _____ City _____ State _____ Zip _____

DIL No. _____ S.S. No. _____ Date of Birth _____

The Defendant and the Indemnitor(s) agrees and authorizes Sunshine State Bail Bonds, Inc., and/or its agent(s) to view and/or extract and monitor at anytime the Defendant's and the Indemnitor(s) credit history as part of the Defendant's criminal surety bond conditions. In addition the Defendant and the Indemnitor(s) also agrees and authorizes any collection agencies which has been hired by Sunshine State Bail Bonds, Inc., and/or its agent(s) to view and/or extract and monitor at anytime the Defendant's and Indemnitor(s) credit history.

The foregoing instrument was acknowledged before me, this _____ day of _____, 20____, by _____ He/She is _____ personally known to me or _____ has produced the following type of identification _____ and _____ did/ _____ did not take an oath.

NOTARY PUBLIC, State of Florida

Print Name: _____

My Commission Expires: _____

Date _____

CONTINGENT PROMISSORY NOTE

For value received, the undersigned, jointly, promises to pay to the order of _____ on demand the principal sum of \$ _____ Dollars at _____, if and only if the following stated contingency occurs:

Upon the forfeiture, estreatment or breach of the surety bond or bonds posted on behalf of, _____ defendant (hereinafter Defendant), in Case No. _____ in the Court of _____ County Florida, together with any continuations and modifications, any extensions, substitutions, increments or appeals thereof (hereinafter Bond), or upon payment of any expenses incurred by the payee or holder (hereinafter Payee) to produce the Defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the maximum rate permitted by Florida law from the date of the occurrence of the above stated contingency, until fully paid. All makers or endorsers now or hereafter becoming parties hereto, jointly and severally, waive demand, notice of non-payment and protest; waive any right to immunity from any such action or proceeding and waive any immunity of exemption of any property, wherever located, from garnishment, levy, execution, seizure or attachment prior to or in execution of judgement; waive any right to interpose any set-off or non-compulsory counter claim or to plead laches or any statute of limitations as a defense in such action.

If this note becomes in default and placed in hands of an attorney for collection, the foregoing agrees to pay all attorney's fees and other costs, including appellate fees and costs, and paralegal expenses. In addition it is expressly agreed by the undersigned that venue for any legal action to enforce the terms if this note shall be situated exclusively in the State and Federal Courts of Broward or Miami-Dade County, Florida, the undersigned hereby waives that either is an inconvenient forum, and agrees that all disputes arising hereunder shall be governed by the Laws of the State of Florida.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given to secure advances up to and including _____ Dollars and interest, if and when there is a forfeiture or estreatment of the Bond.

It is further agreed and specifically understood that this Note shall become null and void at such time as all of the obligations under the Bond posted on behalf of the Defendant have been fulfilled and the Payee has been discharged of all liability and duly exonerated thereunder in writing and until such time as same occurs, the note shall remain in full force and effect.

THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE. THE UNDERSIGNED HAS BEEN REPRESENTED BY AN ATTORNEY, HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER, OR OTHERWISE UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

This Note Shall Serve To Secure:

- (a) Any and all liability, loss, costs, damages, expenses, premiums and attorneys fees arising or incurred by Payee in connection with the above captioned Bond, or any other recognizance, undertaking or other obligation, heretofore or hereafter executed, assumed or procured by Payee at the instance or request or on behalf of either of owner of the property encumbered by this Note (hereinafter Owner) or of the principals name;
- (b) For the payment of all premiums on such Bonds;
- (c) For the performance of every agreement (including continuations or modifications, any extensions, substitutions, increments or appeals thereof with or without consent of Owner) made by Owner or Defendant in connection with said Bonds;
- (d) Against any liability, loss, costs, expenses, and attorneys fees in connection with any claim to the collateral security by person claiming adversely to Owner or to Principals named in the Bonds.
- (e) Any and all future advances made with or without consent of the Owner by Payee on behalf of the Defendant including but not necessarily limited to increments, modifications, extensions or substitutions, or the creation of any future obligation by the Payee in connection with the above described matter, or any bail bonds or obligation undertaken by Payee on behalf of Defendant including, without limiting, to the posting of a new bond for and on behalf of the Defendant in the nature of an appeal bond or a substitution extension or modification of the existing Bond.

Witness the due execution hereof as of the date first above written.

WITNESS (SEAL)

WITNESS (SEAL)

The foregoing instrument was acknowledged before me, this _____ day of _____, 20____, by _____ He/She is _____ personally known to me or _____ has produced the following type of identification _____ and _____ did/_____ did not take an oath.

NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires: _____



NAME OF INSURANCE CO.

AFFIDAVIT

STATE OF FLORIDA
COUNTY _____)

BEFORE ME THE, UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ AND
_____. PERSONALLY KNOWN TO ME AND KNOWN TO BE THE AFFIANT(S) DESCRIBED HEREIN,
WHO EXECUTED THE FOREGOING (OR HAS PRESENTED ME WITH PROPER IDENTIFICATION) AND DID TAKE AN OATH,
AFFIANT HEREBY DEPOSES AND SAYS:

1. THAT THE BAIL BOND APPLICATION AND SUPPORTING DOCUMENT HAVE BEEN EXPLAINED TO ME AS WELL AS THE CONDITIONS WHICH MAY CONSTITUTE A VIOLATION OR BREACH OF THE BOND.
2. THAT I AM OVER THE LEGAL AGE OF EIGHTEEN (18) YEARS AND HAVE READ ALL DOCUMENTS THOROUGHLY AND I UNDERSTAND THEIR CONTENT AND HAVE OBTAINED A COPY OF ALL DOCUMENTS WHICH HAVE BEEN SIGNED BY ME AND AFFECT THIS BOND.
3. THAT I HAVE FREELY, VOLUNTARILY, AND INTELLIGENTLY EXECUTED ALL DOCUMENTS WITH RESPECT TO THE BOND EXECUTED ON THE DATE BELOW WITH _____
4. THAT I HAVE NOT BEEN SOLICITED BY _____ OR ANY OF ITS AGENTS IN THE EXECUTION OF THIS BOND; NOR, HAVE I BEEN COERCED IN THE EXECUTION THEREOF.
5. THAT TO THE BEST OF MY KNOWLEDGE, _____ OR ANY OF ITS AGENTS HAVE NOT BREACHED ANY ETHICAL DUTIES WITH RESPECT TO THE WRITING OF THIS BOND, SUCH AS WRITING THIS BOND WHEN EITHER I OR A FAMILY MEMBER OR FRIEND HAVE ALREADY LEFT A PREMIUM OR SIGNED AN APPLICATION FOR APPEARANCE BOND WITH ANOTHER BAIL BONDING AGENT OR COMPANY.
6. THAT I AM AWARE THAT _____ AND ITS AGENTS ARE NOT ATTORNEYS LICENSED TO PRACTICE LAW IN THE STATE OF FLORIDA AND MAY NOT GIVE ME LEGAL ADVICE OR ACCEPT LEGAL FEES AND HAVE NOT ATTEMPTED TO OFFER ME ANY FORM OF LEGAL ADVICE SURROUNDING THE HANDLING OF MY CASE OTHER THAN TO STATE THAT ONLY A LICENSED ATTORNEY FROM THE STATE OF FLORIDA CAN DO SO.
7. THAT _____ HAS NOT INITIATED IN-PERSON OR TELEPHONE SOLICITATION AFTER 9:00P.M. OR BEFORE 8:00 A.M., IN THE CASE OF DOMESTIC VIOLENCE CASES, AT THE RESIDENCE OF THE DETAINEE OR THE DETAINEE'S FAMILY.

FURTHER AFFIANT SAY NAUGHT

DATE

AFFIANT

(PLEASE PRINT)

DATE

INDEMNITOR

(PLEASE PRINT)

DATE

WITNESS (OPTIONAL)

Translated from English to Spanish? Yes _____ No _____
Name and address of translator? _____
SWORN TO AND SUBSCRIBED before me this _____
day of _____, 20____ at _____ County, Florida