

PRINCIPAL _____ 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 (s) _____ 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 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 provided by law.
2. 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 three, then Principal 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 Principal's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Principal, and Principal shall have no right to any refund of premium whatsoever.
 - (a) If Principal shall depart the jurisdiction of the court without the written consent of the court and Surety, or it's Agent.
 - (b) If Principal shall move from one address to another without notifying Surety, or it's Agent in writing prior to said move.
 - (c) If Principal shall commit any act which shall constitute reasonable evidence of Principal's intention to cause a forfeiture of said bond.
 - (d) If Principal is arrested and incarcerated for any offense other than a minor traffic violation.
 - (e) If Principal 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, Bail Bond Section, 200 East Gaines Street, Tallahassee, Florida 32399-0320 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 _____		DATE OF BIRTH _____	
RESIDENCE ADDRESS _____		CITY/STATE _____	ZIP _____ HOW LONG? _____
HOME PHONE _____	CELL PHONE _____	E-MAIL _____	SOCIAL SECURITY NUMBER _____
EMPLOYED BY _____	HOW LONG? _____	PHONE _____	
EMPLOYER'S ADDRESS _____		DATE OF BIRTH _____	
SPOUSE'S NAME _____		PHONE _____	
EMPLOYED BY _____	ADDRESS _____	HOW LONG _____	PHONE _____
PARENTS _____		ADDRESS _____	
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 <input type="checkbox"/> RENT <input type="checkbox"/> LEASE <input type="checkbox"/> FROM WHOM? _____	
HOME PRESENT VALUE _____		AMOUNT OWED _____	INSURANCE COMPANY _____

REFERENCES	FINANCIAL	OTHER INFORMATION

The maker of the above statement hereby authorizes the Surety to confirm all 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 Principal, 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

Principal 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 Principal 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. 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. 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).

_____ X _____
 Signature of Defendant Signature of Co-Indemnitor
 _____ X _____
 Signature of Indemnitor Address of Co-Indemnitor