

CONFIDENTIAL APPLICATION AND INDEMNITY FOR BAIL BOND

(All questions Must Be Answered in Full)

Court Date: [ ]

Cause Number:

I, the undersigned, do hereby apply to UNIVERSAL FIRE & CASUALTY INSURANCE CO. to act as my bail in the amount of

\$ \_\_\_\_\_ in the \_\_\_\_\_ court of \_\_\_\_\_, wherein I am charged with \_\_\_\_\_ and \_\_\_\_\_

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance BOND# \_\_\_\_\_ for which UNIVERSAL FIRE & CASUALTY INSURANCE CO. (hereinafter called the 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 by the principal of all said terms and conditions and is a part of said bond and application therefore.

- 1. The SURETY, 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.
2. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to the SURETY hereunder, and the SURETY 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:
(a) If principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY or its Agent.
(b) If principal shall move from one address to another within the State of \_\_\_\_\_ without notifying the SURETY or its 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 other offense other than a minor traffic violation.
(e) If principal shall make any material false statement in the application.

- 1. Name \_\_\_\_\_ Resident Phone # \_\_\_\_\_
2. Address \_\_\_\_\_ How Long \_\_\_\_\_
Previous \_\_\_\_\_ How Long \_\_\_\_\_
3. Employer \_\_\_\_\_ Phone # \_\_\_\_\_ How Long \_\_\_\_\_
Former Employer \_\_\_\_\_ Phone # \_\_\_\_\_ How Long \_\_\_\_\_
4. D.O.B. \_\_\_\_\_ Where \_\_\_\_\_ How long this country \_\_\_\_\_
Sex \_\_\_\_\_ Race \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Eyes \_\_\_\_\_ Hair \_\_\_\_\_ Comp. \_\_\_\_\_
Occupation \_\_\_\_\_ Scars, marks or tattoos visible \_\_\_\_\_
5. Husband or wife \_\_\_\_\_ Employer \_\_\_\_\_ How long married \_\_\_\_\_
6. Children - Age \_\_\_\_\_ School \_\_\_\_\_
7. Own or rent home \_\_\_\_\_ From whom \_\_\_\_\_
8. Full description of auto \_\_\_\_\_ Tag # \_\_\_\_\_
9. Dr. Lic. # \_\_\_\_\_ S.S. # \_\_\_\_\_
10. List all previous arrests \_\_\_\_\_
11. Bonded before by \_\_\_\_\_ Still indebted \_\_\_\_\_

Table with 3 columns: NAME, OCCUPATION, ADDRESS - PHONE #. Rows include Attorney, Father, Mother, Brother, Sister, Brother-in-law, Sister-in-law, Father-in-law, Mother-in-law, Best Friend.

How did you hear about our Bond Agency? [ ] Phone Book [ ] Jail [ ] Card [ ] Sign [ ] Friend

Receipt # [ ] (This number is required on the power and on this form)

For good and valuable consideration, the undersigned principal hereby agrees to indemnify and/or hold harmless, UNIVERSAL FIRE & CASUALTY INSURANCE CO. or its Agent for any and all losses not otherwise prohibited by law, or rules and regulations promulgated under any applicable statute.

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

Reason Declined \_\_\_\_\_ Signature of Applicant \_\_\_\_\_

Date Contacted \_\_\_\_\_ Time Contacted \_\_\_\_\_ By Whom \_\_\_\_\_

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Indemnitor(s) initial

### INDEMNITOR INFORMATION

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ DL# \_\_\_\_\_ Rel to Def. \_\_\_\_\_

Employed By \_\_\_\_\_ Address / City, \_\_\_\_\_ Ph. \_\_\_\_\_

Occupation \_\_\_\_\_ How long \_\_\_\_\_ Superior \_\_\_\_\_ Monthly Income \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Acct. Type \_\_\_\_\_ Balance \_\_\_\_\_

Spouse \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ DL# \_\_\_\_\_

Employed By \_\_\_\_\_ Address / City, \_\_\_\_\_ Ph. \_\_\_\_\_

Real Property \_\_\_\_\_ in Whose Name \_\_\_\_\_ How Long \_\_\_\_\_

Value \_\_\_\_\_ Purchase Price \_\_\_\_\_ Equity \_\_\_\_\_ Financed by \_\_\_\_\_

Authority is hereby granted to agent or company executing the above bond obligation to request and be furnished any information concerning my above statement and financial standing, credit or manner of meeting obligations. The above statement is true and correct statement to the best of my knowledge.

**I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE**

Signature of Indemnitor

Date

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Indemnitor(s) initial

### INDEMNITOR INFORMATION

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ DL# \_\_\_\_\_ Rel to Def. \_\_\_\_\_

Employed By \_\_\_\_\_ Address / City, \_\_\_\_\_ Ph. \_\_\_\_\_

Occupation \_\_\_\_\_ How long \_\_\_\_\_ Superior \_\_\_\_\_ Monthly Income \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Acct. Type \_\_\_\_\_ Balance \_\_\_\_\_

Spouse \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ DL# \_\_\_\_\_

Employed By \_\_\_\_\_ Address / City, \_\_\_\_\_ Ph. \_\_\_\_\_

Real Property \_\_\_\_\_ in Whose Name \_\_\_\_\_ How Long \_\_\_\_\_

Value \_\_\_\_\_ Purchase Price \_\_\_\_\_ Equity \_\_\_\_\_ Financed by \_\_\_\_\_

Authority is hereby granted to agent or company executing the above bond obligation to request and be furnished any information concerning my above statement and financial standing, credit or manner of meeting obligations. The above statement is true and correct statement to the best of my knowledge.

**I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE**

Signature of Indemnitor

Date

A few facts about the case \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\* AS OF 10/1/10 THIS SUPERSEDES ANY & ALL CONTRACTS \***  
**YOU ARE ASSUMING SPECIFIC OBLIGATIONS- READ CAREFULLY**

Defendant: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Cause # (if available): \_\_\_\_\_  
Bond Amount: \$ \_\_\_\_\_

**PROMISSORY NOTE, REVOLVING CREDIT  
AND INDEMNITY AGREEMENT**

Date: \_\_\_\_\_

At the request of the undersigned Makers ("Makers"), Midwest Bonding, Inc., has this day posted a bond in the Bond Amount on behalf of the Defendant. To induce Midwest Bonding, Inc. to issue the Bond, Makers agree as follows:

**1. Indemnity.** Makers shall at all times indemnify and save Midwest Bonding, Inc. harmless from and against all expenses incurred by Midwest Bonding, Inc. in connection with locating the Defendant, returning the Defendant to the jurisdiction of the Court in which he or she failed to appear, and any other costs associated with the Bond (defined below), including, without limitation, a recovery fee as set forth in paragraph 3 below, all travel costs (including air fare, rental cars and other transportation expenses, lodging, meals, parking charges and tolls), fees of private investigators and tracing services, and other similar costs (collectively "Expenses"), and every loss, cost and expense which the Surety shall or may, for any cause at anytime, directly or indirectly, sustain or incur, by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the Undersigned. This indemnity shall include, but not be limited to, bond estreatments and forfeitures, judgments, court costs, sheriff fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings and investigative expenses reasonably incurred in the attempt to locate Principal and Principal's apprehension

**2. Payment by Makers.** Makers shall pay or cause to be paid to Midwest Bonding, Inc. the amount of any liability, loss, damages, costs sustained or incurred by reason of having executed the Bond before Midwest Bonding, Inc. shall be compelled to make any payment on account thereof. Makers shall pay or cause to be paid to Midwest Bonding, Inc. within ten (10) days after notice to makers, all Expenses. Makers shall pay, upon demand by Midwest Bonding, Inc., the amount of any claim made upon Midwest Bonding, Inc. under the Bond, and shall satisfy and discharge any judgments recovered against Midwest Bonding, Inc. under the Bond promptly after the entry thereof.

**3. Recovery Fee.** In the event Midwest Bonding, Inc. in its sole discretion, employs the services of a RECOVERY AGENT to return the Defendant to the jurisdiction of the court, Makers shall reimburse Midwest Bonding, Inc. the RECOVERY AGENT'S FEE in an amount up to ten percent (10%) of the face amount of the Bond plus the RECOVERY AGENT'S expenses as outlined in paragraph 1 above

**4. Revolving Credit** Notwithstanding anything herein to the contrary, Midwest Bonding, Inc. may in its discretion make any payment sustained or incurred by reason of having executed the Bond, including, without limitation all Expenses and all other liability, loss, damage, and costs, including attorney's fees and other costs of collection, which Midwest Bonding, Inc. may for any cause at any time sustain or incur. Any amount so paid by Midwest Bonding, Inc. shall be deemed an extension of credit by Midwest Bonding, Inc. on behalf of Makers. Makers agree to pay to the order of Midwest Bonding, Inc. the balance of all outstanding extensions of credit existing from time to time (the "Outstanding Balance") immediately upon demand. Any Outstanding Balance shall bear interest at the rate of 14% per annum until paid in full.

**5. Default.** Upon default in the payment of any amount owed to Midwest Bonding, Inc. or default in the performance of any obligation under this agreement when the same shall become due, Midwest Bonding, Inc. may, without further notice to Makers, declare a default and immediately commence such proceedings, at law or in equity, as it deems necessary or advisable to protect its interests. No failure on the part of Midwest Bonding, Inc. in exercising its rights hereunder or to proceed to collect any sums due hereunder shall operate as a waiver of the right to do so, or preclude the exercise of such option at any time during the continuance of the default or the occurrence of a succeeding default. The holder of this obligation may renew the same or extend time for payment of the indebtedness or any part thereof then due and reduce the payments thereon, and any such renewal, extension or reduction shall not release any Maker, endorser, or guarantor from any liability. All Makers, sureties, guarantors, and endorsers severally waive presentment for payment, protest, notice of protest, and nonpayment of any obligation due under this Agreement.

**6. Miscellaneous.** This Agreement shall be governed by Indiana law and any action to enforce the obligations under this Agreement or to collect any sums due under this Agreement may be filed in the Superior or Circuit Courts of Whitley County, Indiana, or in any other court of competent jurisdiction. This obligation shall be the joint and several obligations of all Makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns, and legal representatives. Time shall be of the essence hereunder.

All notices to Makers shall be deemed properly given if mailed to the address set forth opposite their name below. All amounts due or payable under this Agreement shall be due without relief from valuation or appraisal laws. Upon default in the payment of any amount due hereunder, in addition to all other sums, the holder shall be entitled to recover all costs of collection, including but not limited to attorney's fees and costs. Failure on the part of any holder to collect or charge interest after delinquency or default shall at no time constitute a waiver of the holder's right to demand and receive interest as provided herein.

All payments received by holder shall be applied as follows, first, to the payment of any unpaid interest; second, to any attorney's fees and other cost of collection incurred by holder; third, to the payment of any Expenses; forth, to the payment of any Outstanding Balance; and the remainder, if any, to any other sums due under this Agreement.

**I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING BELOW, IF THE DEFENDANT FAILS TO APPEAR AT ANY COURT DATE, ALL OBLIGATIONS, COSTS, EXPENSES AND FEES SHALL BE ACCELERATED AND BECOME IMMEDIATELY DUE.**

Witness: \_\_\_\_\_  
( \_\_\_\_\_ )

\_\_\_\_\_  
( \_\_\_\_\_ )

Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Witness: \_\_\_\_\_  
( \_\_\_\_\_ )

\_\_\_\_\_  
( \_\_\_\_\_ )

Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Phone #: \_\_\_\_\_