

FINANCIAL CASUALTY & SURETY, INC.

The Bail Insurance Company
PO Box 4479 --- Houston, Texas

**APPLICATION AND AGREEMENT
FOR SURETY BAIL BOND**

DEFENDANT'S NAME	POWER OF ATTORNEY NO.	AMOUNT	EXEC. DATE	ARR. DATE
BOOKING NAME	AKA NAME(S)			

BOOKING INFORMATION	BOOKING# _____ WHERE HELD _____ CHARGES _____
	COURT _____ JUD. DIST. _____ AT _____ COUNTY _____
	CASE# _____ DATE TO APPEAR _____ TIME _____ F.B.I.# _____ CII # _____
	ARRESTED BY _____ WHERE ARR _____
	CO-DEFENDANTS _____

DEFENDANT INFORMATION	ST. ADD. _____ CITY _____ PHONE _____ HOW LONG _____
	FORMER ADD. _____ HOW LONG _____
	YEARS IN CITY _____ COUNTY _____ STATE _____ LAST COUNTY _____ LAST STATE _____
	EMPLOYED BY _____ OCC _____ PHONE _____ HOW LONG _____
	EMPLOYER'S ADD _____ SUPERIOR _____ HOW LONG _____
	PREV. EMPLOYER _____ ADDRESS _____ WHEN _____
	D.O.B. _____ SEX _____ HEIGHT _____ WEIGHT _____ HAIR _____ EYES _____ S.S.# _____ D.L.# _____
	ID. MARKS _____ RACE _____ MOUSTACHE _____ GLASSES _____ WHERE BORN _____
	PREV ARREST CHRO. _____ COURT _____ COUNTY _____ WHEN _____
	DISPOSITION _____ PRV. BAIL _____ WITH WHOM _____ AMT. _____ CASE PENDING _____
	ON PROBATION _____ WHERE _____ PROBATION OFFICER _____
	WHERE ARRESTED _____ CO-DEFENDANTS _____
	VEHICLE MAKE _____ MODEL _____ YEAR _____ COLOR _____ LIC.# _____
	MILITARY BRANCH _____ SER.# _____ DISCHARGE DATE _____ UNION _____ LOCAL _____

DEFENDANT'S FAMILY INFORMATION	SPOUSE _____ ADDRESS _____ PHONE _____ HOW LONG _____
	EMPLOYER _____ ADDRESS _____ PHONE _____ HOW LONG _____
	MARRIAGE DATE _____ WHERE _____ MAIDEN NAME _____ D.O.B. _____
	PREV. SPOUSE _____ ADDRESS _____ CITY _____ PHONE _____
	CHILDREN'S NAME & AGE _____
	MOTHER _____ ADDRESS _____ PHONE _____
	FATHER _____ ADDRESS _____ PHONE _____
	SPOUSE'S MOTHER _____ ADDRESS _____ PHONE _____
	SPOUSE'S FATHER _____ ADDRESS _____ PHONE _____
	DEFENDANT'S BROTHER _____ ADDRESS _____ PHONE _____
	DEFENDANT'S SISTER _____ ADDRESS _____ PHONE _____
	BEST FRIEND _____ ADDRESS _____ PHONE _____
DEFENDANT'S ATTORNEY _____ CITY _____ PHONE _____	

SIGNATURE OF DEFENDANT _____ DATE _____

INDEMNITOR INFORMATION	INDEMNITOR'S NAME _____ DOB _____ S.S.# _____ D.L.# _____
	ADDRESS _____ PHONE _____ REL. TO DEF. _____
	EMPLOYED BY _____ ADDRESS _____ PHONE _____
	OCCUPATION _____ HOW LONG _____ SUPERIOR _____ MONTHLY INCOME _____
	BANK _____ BRANCH _____ ACCT.# _____ TYPE _____ BALANCE _____
	SPOUSE _____ ADDRESS _____ PHONE _____
	EMPLOYED BY _____ ADDRESS _____ PHONE _____
	VEHICLE MAKE _____ MODEL _____ YEAR _____ COLOR _____ LIC.# _____
	REGISTERED OWNER _____ LEGAL OWNER _____ LIENS _____
	REAL PROPERTY _____ IN WHO'S NAME _____ HOW LONG _____
	LOT _____ BLOCK _____ TRACT _____ MAPS IN BOOK _____ PG _____
	VALUE _____ EQUITY _____ FINANCED BY _____
	NOTATIONS _____

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE. I FURTHER UNDERSTAND THIS IS AN APPLICATION FOR A TYPE OF CREDIT AND AUTHORIZE A REVIEW OF MY CREDIT HISTORY.

_____ SIGNATURE OF INDEMNITOR _____ DATE _____

Full name of person supplying information _____	Name of person negotiating bail _____	Name of person receiving information _____
Address _____	Address _____	Date and time information received _____
Connection or relationship to defendant _____	Connection or relationship to defendant _____	Manner in which information received _____
If same was defendant, how did he communicate? _____	Name of licensee who negotiated transaction _____	Name of other agent involved and commission paid _____
Name of Attorney _____	Name and sum paid unlicensed persons and service performed _____	Was consideration other than money received? YES <input type="checkbox"/> No <input type="checkbox"/>
If yes, explain in detail and attach statement.		

Any person who, with intent to defraud or knowing that he 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.

SURETY BAIL BOND AGREEMENT

This AGREEMENT made between the undersigned _____
(Hereinafter called Indemnitor(s) and FINANCIAL CASUALTY & SURETY COMPANY [hereinafter called Company]).

WITNESSETH:

WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the instance of the Indemnitor(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the Indemnitor(s) covenant(s) and agree(s) with the Company as follows:

1. The Indemnitor(s) will pay the Company, or its duly authorized agent, premium(s) in the amount of \$ _____.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Company by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Company by reason of execution of such bond or undertaking and any other bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(s) and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Company at its principal office in the City of Houston, P.O. Box 4479, 77210-4479 of making of any demand or the giving of any notice, or the commencement of any proceeding or the fixing of any liability which the Company may be required to discharge by reason of the execution of any such bond or undertaking.
4. The vouchers or other evidence of payment by the Company, in discharge of any liability under or incurred in connection with any such bond or undertaking, or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Company.
5. In the event the Company executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.
6. The Company shall have the right at any time, without notice to the Indemnitor(s), to transfer and assign this agreement and/or the collateral pledged hereunder, to any Reinsurer, Co-Surety or Insurance Company which may take over and assume, in whole or in part, the obligation of the Company under any such bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral and under this agreement.
7. The Indemnitor(s) agree(s) that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Company to give the Indemnitor(s) notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its rights or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Company may secure and further indemnify itself against loss, damages, and/or expenses in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor(s).
8. The Indemnitor(s) hereby authorize(s) any attorney of any court or record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s) (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said bond or undertaking and for the amount of any and all sums hereinbefore referred to in paragraphs 1, 2 and 7; and to release all error and waive all right to a stay of execution or appeal; and to do and perform all acts and execute all papers in the name of the Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample a manner as the Indemnitor(s) might do if personally present, hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisalment or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
10. The Company reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Company in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
11. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
12. The Company shall not be first obliged to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit or any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or proceeding and/or enforcing its remedies against any Indemnitor(s).
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on continuance of said bond(s) or undertaking(s), and/or the acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being construed to be commulative and for the sole benefit of the Company, its successors and/or assigns.
14. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated hereby, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
15. In making application for the hereinabove described Bail Bond we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this _____ day of _____, 20_____.

DEFENDANT _____
SIGNATURE

DEFENDANT NAME (*PRINT OR TYPE*) _____

ADDRESS _____ CITY _____ ZIP _____

INDEMNITOR: _____
SIGNATURE PRINT OR TYPE NAME

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ D.L.# _____ S.S.# _____ DOB _____

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