

FINANCIAL CASUALTY & SURETY, INC.
 The Bail Insurance Company
 P.O. Box 4479
 Houston, Texas 77210-4479
 877.737.2245 • Fax 713.580.6401

BAIL BOND APPLICATION & CONTRACT
 (All Questions Must Be Answered in Full)

I, the undersigned, do hereby apply to the **FINANCIAL CASUALTY & SURETY, INC.** to act as my bail as follows:

AGENT	AGENT LICENSE #	DATE OF APPLICATION
Offense _____	Case # _____	Power # _____ Amount _____
Offense _____	Case # _____	Power # _____ Amount _____
Offense _____	Case # _____	Power # _____ Amount _____
Offense _____	Case # _____	Power # _____ Amount _____
		Total Bond Amount _____
Court _____	Appearance Date _____	Time _____

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance BOND # as listed above for which FINANCIAL CASUALTY & SURETY, INC. (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.

- 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.
- 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 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:
 - If principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY or its Agent.
 - 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.
 - If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
 - If principal is arrested and incarcerated for any other offense other than a minor traffic violation.
 - If principal shall make any material false statement in the application.

Defendant's Full Name (First/Middle/Last) _____ Phone _____
 Alias/Nickname/Street Name _____
 Date of Birth _____ Place of Birth _____ Social Security No. _____
 Height _____ Weight _____ Eye Color _____ Hair Color _____ Race _____
 Scars/Tattoos/Marks, etc. _____

Address _____ Apt.# _____ Apt. Name _____
 City _____ State/ZIP Code _____ () Own () Rent Landlord _____
 Previous Address _____

Present Occupation(s) _____ Previous Occupation(s) _____
 Employer _____ Shift _____ How Long _____
 Address _____ Job Title _____ Phone _____
 Previous Employer _____ How Long _____
 Union _____ Local # _____

Spouse Full Name _____ Date of Birth _____ Social Security No. _____
 Maiden Name _____ Occupation(s) _____
 Employer _____ Shift _____ How Long _____
 Address _____ Job Title _____ Phone _____

Age	Child's Name/Address	School/Employer	Phone
_____	_____	_____	_____
_____	_____	_____	_____

Auto Year _____ Make _____ Model _____ Color _____ Tag # _____ State _____
 Amount Owed _____ Lien Holder _____
 Insurance Agent/Company _____
 Driver's License # _____ State _____ Expiration _____

Previous Arrests for _____ Where _____
 On Probation/Parole? _____ Where _____ Probation/Parole Officer _____

Credit Card Company _____ Account # _____
 Credit Card Company _____ Account # _____

Attorney _____ Address _____ Phone _____

RELATIVES/FRIENDS	ADDRESS, CITY, STATE, ZIP	PHONE
Mother		
Father		
Brother		
Brother		
Sister		
Sister		
Sister		
M-Law		
F-Law		
Gr. Parents		
Best Friend		
Ex-Spouse		

THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

 SIGNATURE OF DEFENDANT DATE

You are assuming specific obligation – READ CAREFULLY!

THIS AGREEMENT made between the undersigned _____ herein after called Indemnitor(s) and FINANCIAL CASUALTY & SURETY, INC. (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) covenants(s) and agree(s) with the company as follows:

1. The Indemnitor(s) will pay the Company, or its duly authorized agent, the premium(s) specified in said application.
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, degrees, 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 the 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 of the making of any demand or the paying 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 reinsures 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 person, Reinsurer, Co-Surety, 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 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 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 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 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 the court of record to appear for him or them in 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 hereinabove in paragraphs 1,2 and 7 referred to; and to release all error and waive all right to 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 manner as the Indemnitor(s) might do if personally present; hereby ratifying all that the said attorneys 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, appraisal 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 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 behalf of the obligee.
11. The Indemnitor(s) hereby warrant(s) the foregoing declarations made and answer given are the truth without reservation and are made for the purpose of including 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.
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on the continuance of said bond(s) on undertaking(s), and/or the acceptance at any time by the Company of the other collateral security 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 cumulative 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 thereby shall be construed and enforced with the same effect as though such provision or provisions 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 Company 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.
16. 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 TESTIMONY WHEREOF we have hereunto set our hand and affixed our seals this _____ day of _____, 20____.

THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

Defendant
 Signature _____ Employment _____
 Name _____ Address _____
 City _____ State _____ Zip _____
 Phone _____ Driver's Lic. _____ SSN _____ D.O.B. _____

Indemnitor
 Signature _____ Employment _____
 Name _____ Address _____
 City _____ State _____ Zip _____
 Phone _____ Driver's Lic. _____ SSN _____ D.O.B. _____

Indemnitor
 Signature _____ Employment _____
 Name _____ Address _____
 City _____ State _____ Zip _____
 Phone _____ Driver's Lic. _____ SSN _____ D.O.B. _____

Indemnitor
 Signature _____ Employment _____
 Name _____ Address _____
 City _____ State _____ Zip _____
 Phone _____ Driver's Lic. _____ SSN _____ D.O.B. _____

STATE OF _____ COUNTY OF _____

On this day of _____, 20____, before me personally appeared _____, to be known to be the person described in and who executed the foregoing instrument and _____ Thereupon acknowledged to me that _____ executed the same.

My Commission Expires: _____

NOTARY