



**Bankers Insurance Company**  
**APPLICATION AND AGREEMENT FOR SURETY BAIL BOND**

<b>DEFENDANT'S NAME</b>	<b>POWER OF ATTORNEY NO.</b>	<b>AMOUNT</b>	<b>EXEC. DATE</b>	<b>ARR. DATE</b>	
<b>BOOKING NAME</b>		<b>AKA NAME(S)</b>			
<b>BOOKING INFORMATION</b>	BOOKING # _____ WHERE HELD _____				
	CHARGES _____				
	COURT _____ JUD. DIST. _____ AT _____ COUNTY _____				
	CASE # _____ DATE TO APPEAR _____ TIME _____ F.B.I.# _____ C.I.I.# _____				
	ARRESTED BY _____ WHERE ARR. _____				
	CO-DEFENDANTS _____				
<b>DEFENDANT INFORMATION</b>	ST.ADD. _____ CITY _____ STATE _____ ZIP CODE _____				
	PHONE _____ CELL PHONE _____ HOW LONG _____				
	FORMER ADD. _____ ZIP CODE _____ 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.# _____				
	I.D. MARKS _____ RACE _____ MOUSTACHE _____ GLASSES _____ WHERE BORN _____				
	PREV. ARREST CHR.G. _____ COURT _____ COUNTY _____ WHEN _____				
	DISPOSITION _____ PREV. BAL. _____ WITH WHOM _____ AMT. _____ CASE PENDING _____				
	ON PROBATION _____ WHERE _____ PROBATION OFFICER _____				
	WHERE ARRESTED _____ CO-DEFENDANTS _____				
	VEHICLES MAKE _____ MODEL _____ YEAR _____ COLOR _____ LIC.# _____				
	MILITARY BRANCH _____ SER.# _____ DISCHARGE DATE _____ UNION _____ LOCAL _____				
	EMAIL ADDRESS _____ MY SPACE ACCOUNT _____				
	<b>DEFENDANT'S FAMILY INFORMATION</b>	SPOUSE _____ ADDRESS _____ PHONE _____ HOW LONG _____			
		EMPLOYER _____ ADDRESS _____ PHONE _____ HOW LONG _____			
MARRIAGE DATE _____ WHERE _____ MAIDEN NAME _____ D.O.B. _____					
PREV. SPOUSE _____ ADDRESS _____ CITY _____ PHONE _____					
CHILDREN NAME & AGE _____					
DEFENDANT'S MOTHER _____ ADDRESS _____ PHONE _____					
DEFENDANT'S 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 _____					
SIGNATURE OF DEFENDANT _____ DATE _____					
<b>INDEMNITOR INFORMATION</b>	INDEMNITOR'S NAME _____ D.O.B. _____ S.S.# _____ D.L.# _____				
	ADDRESS _____ PHONE _____ CELL 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 _____ LIEN _____				
	REAL PROPERTY _____ IN WHO'S NAME _____ HOW LONG _____				
	VALUE _____ EQUITY _____ FINANCED BY _____ AMOUNT _____				
	REFERENCE _____ ADDRESS _____ PHONE _____				
	FAMILY REFERENCE _____ ADDRESS _____ PHONE _____				
	NOTATIONS _____				
	EMAIL ADDRESS _____				
I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE. _____ DATE _____					
SIGNATURE OF INDEMNITOR _____ DATE _____					

**STATEMENT OF INFORMATION REQUIRED BY SECTION 2100. CALIFORNIA ADMINISTRATION CODE**

Full name of person supplying information \_\_\_\_\_  
 Address \_\_\_\_\_  
 Connection or relationship to defendant \_\_\_\_\_  
 If same was defendant, how did he communicate? \_\_\_\_\_  
**If writ** \_\_\_\_\_  
 Name of Attorney \_\_\_\_\_

Name of person negotiating bail \_\_\_\_\_  
 Address \_\_\_\_\_  
 Connection or relationship to defendant \_\_\_\_\_  
 Name of licensee who negotiated transaction \_\_\_\_\_  
 Name and sum paid unlicensed persons \_\_\_\_\_  
 And services performed \_\_\_\_\_

Name of person receiving information \_\_\_\_\_  
 Date and time information received \_\_\_\_\_  
 Manner in which information received \_\_\_\_\_  
 Name of other agent involved and commission paid \_\_\_\_\_  
**Was consideration other than money received?**  
 Yes  No  
 If yes, explain in detail and attach statement.

# SURETY BAIL BOND INDEMNITY AGREEMENT

## Bankers Insurance Company

The undersigned, called 'First Party; make application to \_\_\_\_\_ called 'Second Party,' for the execution by Bankers Insurance Company, 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 \$for this Bail Bond. The premium is fully 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 by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with the regulations of the Insurance Commissioner in effect at the time such expenses are Incurred.

THIRD: 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 not in excess of the penal amount of the Bail Bond including all 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 Summary judgment entered thereon. However, no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry of Summary Judgment.

FOURTH: 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 sum of twenty-five dollars (\$25.00).

FIFTH: 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, anyone 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.

SIXTH: To pay Second Party or Surety immediately upon demand after entry of Summary Judgment, pursuant to California Penal Code, Section 1306.

SEVENTH: 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.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity 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 herein above 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.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required, without returning all premium paid therefore, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, anyone of which was material to the hazard assumed, the hazard was substantially increased and the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: 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 anyone of them. The First Party hereby expressly waiving the benefits 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 anyone or more of the First Party.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this 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 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.

TWELFTH: The undersigned agree 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, but not in a greater amount.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Surety Bail Bond Indemnity Agreement executed herewith each represents. I have read the Surety Bail Bond Indemnity Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Surety Bail Bond Indemnity 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 Surety Bail Bond Indemnity 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 \_\_\_\_\_, \_\_\_\_\_ set my hand.

Defendant  
 Signature \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Employer \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 DMV I.D. \_\_\_\_\_ S.S. No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

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Indemnitor  
 Signature \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Employer \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 DMV I.D. \_\_\_\_\_ S.S. No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

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Indemnitor  
 Signature \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Employer \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 DMV I.D. \_\_\_\_\_ S.S. No. \_\_\_\_\_ Date of Birth \_\_\_\_\_