

APPLICATION FOR APPEARANCE BOND

AMERICAN SURETY COMPANY
P.O. BOX 68932 · INDIANAPOLIS, INDIANA 46268

I, the undersigned, do hereby apply to you to act as my surety in the amount of \$
in the Court of wherein I am
charged with
and I agree to the following terms and conditions prescribed by the State Insurance Department.

DEFENDANT
AGENT
POWER NO.
CAUSE NO.
EXECUTION DATE
CONTACT BY
ADDRESS
DATE TIME
RELATIONSHIP

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance bond No. Date for which
AMERICAN SURETY COMPANY 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 all said terms and conditions and is a part of said bond and application therefor.

- 1. AMERICAN SURETY COMPANY, as surety, shall have control and jurisdiction over the Defendant during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time as provided by law.
2. In the event surrender of Defendant is made prior to the time set for Defendant's appearances and for reason other than as enumerated below in paragraph 3, then Defendant 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 Defendant's obligations to AMERICAN SURETY COMPANY hereunder, and AMERICAN SURETY COMPANY shall have the right to forthwith apprehend, arrest, and surrender Defendant, and Defendant shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of Defendant's obligations hereunder are:
(a) If Defendant shall depart the jurisdiction of the court without written consent of the court and AMERICAN SURETY COMPANY, or its Agent.
(b) If Defendant shall move from one address to another without notifying AMERICAN SURETY COMPANY, or its Agent in writing prior to said move.
(c) If Defendant shall commit any act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond.
(d) If Defendant is arrested and incarcerated for any offense other than a minor traffic violation.
(e) If Defendant shall make any material false statement in the application.

ALL INFORMATION BELOW MUST BE COMPLETED IN FULL, OR DELAY WILL OCCUR (PLEASE PRINT)

Name of Defendant Nickname/Alias
Street Address City St Zip Phone ( ) How Long?
Former Address How Long?
Employed By Clock # Dept # How Long?
Employer's Address Boss Union Local # Phone ( )
Previous Employment How Long?
Date of Birth Height Weight Eyes Hair Race
Left Handed Right Handed Glasses Dentures Beard/Mustache
Identification Marks or Tattoos Social Security Number - -
Spouse's Employment Address Phone ( )
Children's Name and Ages School
School
School
Parent's Name Address Phone ( )
Spouse's Parents Address Phone ( )
Brothers or Sisters Address Phone ( )
Brothers or Sisters Address Phone ( )
Brothers or Sisters Address Phone ( )
Best Friend Address Phone ( )
Defendant's Attorney Address Phone ( )
Indemnitor's Name Address Phone ( )
Indemnitor's Relationship to Applicant
Indemnitor's Employment Address Phone ( )
Defendant Arrested Before Convicted Offense
Automobile - Year Make Model Color License No. State
When and where did you buy car? Amount Owning \$ To Whom
Driver's License No. State Draft Registration Number
Are you under any bail bond now? Agent or Surety Company
Remarks:

The Defendant hereby affirms that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be relied on fully.

In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the state Department of Disability Insurance, the United States Armed Forces, the state Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to American Surety Company and its assigns and/or duly authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his or her appearance and/or apprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by American Surety Company and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of American Surety Company and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

Signed and delivered the day of , 20

AGENT WITNESS HERE (SIGNATURE OF AGENT)

DEFENDANT SIGN HERE X (SIGNATURE OF DEFENDANT)

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Identification Marks or Tattoos Social Security Number - -
Spouse's Employment Address Phone ( )
Children's Name and Ages School
School
School
Parent's Name Address Phone ( )
Spouse's Parents Address Phone ( )
Brothers or Sisters Address Phone ( )
Brothers or Sisters Address Phone ( )
Brothers or Sisters Address Phone ( )
Best Friend Address Phone ( )
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In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue, the state Department of Disability Insurance, the United States Armed Forces, the state Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to American Surety Company and its assigns and/or duly authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his or her appearance and/or apprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by American Surety Company and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of American Surety Company and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

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DEFENDANT SIGN HERE X (SIGNATURE OF DEFENDANT)



**IMPORTANT!** American Surety Company accepts and authorizes its representatives to accept only specific forms of collateral as security.

**THIS ACCEPTABLE COLLATERAL IS LIMITED TO:**

1. **CASH** including cashier's checks, money orders, and certified checks;
2. Properly assigned **SAVINGS ACCOUNTS** represented by passbooks, or properly assigned **CERTIFICATES OF DEPOSIT**;
3. Properly assigned **STOCKS AND BONDS**;
4. **REAL ESTATE** evidenced by properly executed mortgages, deeds of trust or confessions of judgment in accordance with applicable state law.

**IMPORTANT!** This collateral security receipt and agreement should not be used except in conjunction with acceptable collateral. Representatives are not authorized to accept and American Surety Company is not responsible for any type or form of collateral other than collateral enumerated above.

**TO DEFENDANT AND INDEMNITOR(S): YOU ARE ENTITLED TO A SIGNED RECEIPT FOR COLLATERAL YOU HAVE GIVEN TO THE BONDING AGENT TO SECURE AND INDEMNIFY THIS BOND PURSUANT TO THE TERMS OF THIS AGREEMENT. ANY PROPERTY DEED OR MORTGAGE MUST BE TAKEN IN THE NAME OF AMERICAN SURETY COMPANY. BE SURE ALL YOUR COLLATERAL IS ITEMIZED ON YOUR COLLATERAL RECEIPT.**

I HAVE (NOT) DEPOSITED COLLATERAL with the Agent for the purpose of this Bail Bond and received Receipt Numbered \_\_\_\_\_

AGENT

DEFENDANT/INDEMNITOR

WITNESS HERE \_\_\_\_\_

SIGN HERE **X** \_\_\_\_\_

Signature of Agent

Signature of Defendant/Indemnitor

## PROMISSORY NOTE

\$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_\_.  
City and State Date

**On demand** after date, for value received, \_\_\_\_\_ Promise to pay to the order of

AMERICAN SURETY COMPANY or assigns

\_\_\_\_\_ DOLLARS,

at \_\_\_\_\_, with interest thereon at the rate of \_\_\_\_\_ per cent,

per annum from Call Date until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at \_\_\_\_\_ per cent, per annum payable semi-annually.

It is further agreed and specifically understood that this note shall become Null and Void in the event the said defendant \_\_\_\_\_ shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled **and the Surety discharged of all liability thereunder**, otherwise to remain in full force and effect.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF DEFENDANT

\_\_\_\_\_  
SIGNATURE OF INDEMNITOR

\_\_\_\_\_  
SIGNATURE OF CO-INDEMNITOR