



**O'SHAUGHNAHILL
SURETY & INSURANCE, INC.**

428 S. CONGRESS AVENUE, WEST PALM BEACH, FL 33406
800-255-2245 (ALL-BAIL) | OSI@OSHAUGHNAHILL.COM

Holly From Hollywood Bail Bonds
5700 Farragut Street
Hollywood, FL 33021
754-246-3377

HOLLY APETZ (Owner) #W147223

Agent name, Address, Phone & License #

INDEMNITY AGREEMENT

Name _____ Relationship _____
Address _____ City / St / Zip _____
Cell Phone () - _____ Driver's Lic. _____ SSN - - _____ DOB _____
Employer _____ Phone () - _____ Address _____
Vehicle(s) Make _____ Model(s) _____ Year(s) _____ Color(s) _____
Home owner YES NO Mortgage Co. _____ Amount Owed _____
Spouse Name _____ Driver's Lis. _____ SSN _____
Spouse Employer _____ Address _____
Phone / Cell () - _____ Work Phone () - _____

References

1) Name _____ Relation _____ Phone(s) () - _____
Address _____
2) Name _____ Relation _____ Phone(s) () - _____
Address _____

WHEREAS, O'SHAUGHNAHILL SURETY & INSURANCE, INC., a FLORIDA CORPORATION (hereinafter called the Company), at the request of the undersigned, and upon the security hereof, has or is about to become SURETY on an appearance bond for:

_____ in the sum of \$ _____ Dollars by its certain bond
(Defendant/Principal)

or undertaking, which bond or undertaking and the application made to the Company and/or its Agent in connection therewith are attached hereto and made a part hereof:

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned, jointly and severally if more than one, do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid defendant _____ forthcoming before the above court named in said bond, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by said court. The undersigned represent and warrant that all information provided in connection with the application for the said bond or undertaking is true and correct.

2. That the undersigned will at all times indemnify and save the Company harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the Company shall or may for any cause at any time sustain or incur, by reason or in consequence of the Company having executed said bond or undertaking, and will, upon demand, place with the Company or its Agent the requisite funds to meet every claim, demand, liability, cost, charge, counsel fee including bankruptcy attorney, expense, suit, order, judgment or adjudication against it, by reason of such Suretyship, and before it shall be required to pay the same,

3. The condition of this Indemnity Agreement provides that as long as there is any liability or loss of any nature whatsoever to the Company upon the bond referred to herein, the undersigned will not make any transfer, or any attempted transfer of any of the property, real or personal given as security, or any property which the undersigned owns or may subsequently acquire or any interest therein, and it is further agreed that the Company shall have a lien upon all property of the undersigned for any sums due it for which it has become, or may become, liable by reason of its having executed the bond referred to herein. A Blanket Power of Attorney is given to the Company or its Agent and each are authorized to sign whatever legal forms or documents on my / our behalf that are required to fulfill the securing of a lien(s) on any and all my property(s) including but not limited to real property, vacant land, vehicles, boats, planes, stock certificates, accounts, bank accounts or other assets of value.

4. The forfeiture notice, voucher or any other evidence of any payment made by the Company or its Agent, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the property thereof and as to the extent of the liability thereof to the Company.

5. That the Company or its Agent, may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, as provided by law.

6. That the agreement shall not be returned by the Company or its Agent, at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained as security for any liability under said bond or obligation, but shall be retained as security for any liability that may at anytime thereafter occur.

7. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.

8. 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 but shall be construed and enforced or with the same effect as through such provision or provisions were omitted.

9. Indemnitor(s) hereby authorize any person, agency, partnership, or corporation having any information concerning my character and financial reputation to release such information to O'Shaughnahill Surety & Insurance, Inc. its assigns and/or duly authorized representatives. I hereby release such person, agency, partnership, or corporation from liability which may be incurred in releasing this information to the Company, its assigns and/or duly authorized representatives.

10. In connection with the said bond or undertaking, including but not limited to, verifying information provided and/or obtaining information for the reimbursement pursuant to the indemnity obligation herein contained, the undersigned, jointly and severally, do hereby waive any and all rights they may have under Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or state or federal laws, and the undersigned further consent to and authorize the Company, and/or its Agent, to obtain any and all private or public information and/or records concerning the undersigned from any party or agency, private or governmental (local, State, Federal), including, but not limited to, credit reports, Social Security records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, and employment records. Each authorizes, without reservation, any part or agency, private or governmental (local, State, federal), contacted by the Company, and/or its Agent, to furnish any and all private and public information and records in their possession concerning the undersigned to the Company, and/or its Agent, and directs that a copy of this document shall serve as evidence of said authorization.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____

INDEMNITOR:

PRINT: _____ X _____

Signature



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APPLICATION FOR APPEARANCE BOND

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.
CASE NO.
EXECUTION DATE

Terms and Conditions continued on back of form.

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance bond No. date for which
O'SHAUGHNAHILL SURETY & INSURANCE, INC., 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.

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

Name of defendant Nickname/Alias
Street address City St. ZIP How Long
Former address How Long
Phone Defendant E-mail
Employed by Boss How Long
Employer's address 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 No.
Spouse's Employment Address Phone
Children's Name and Ages 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:
Defendant Arrested Before Convicted Offense
Automobile - Year Make Model Color License Plate No.
When and where did you buy car? Amount owing To whom
Driver's License No. State
Facebook username Instagram username
Are you under any bail bond now? Agent or Surety
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 O'Shaughnahill Surety & Insurance, Inc. (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, Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to the Surety 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 all applicable federal and state privacy laws and authorizes the use of copies of this document by the Surety and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of the Surety, 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.

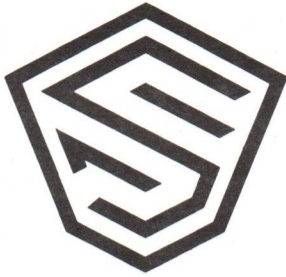
Signed and delivered this day of , 20

AGENT WITNESS HERE

(SIGNATURE OF AGENT)

DEFENDANT SIGN HERE X

(SIGNATURE OF DEFENDANT)



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TERMS AND CONDITIONS CONTINUED

1. O'SHAUGHNAHILL SURETY & INSURANCE, INC., a surety, shall have control and jurisdiction over the Defendant during the term of 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. O'SHAUGHNAHILL SURETY & INSURANCE, INC. or its Agent has the right to use special technology in order to track a Defendant for the duration of this bond. This could include, but not limited to phone tracing and GPS monitoring.
3. 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 4, then Defendant shall be entitled to a refund of the bond premium.
4. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Defendant's obligations to O'SHAUGHNAHILL SURETY & INSURANCE, INC. hereunder, and O'SHAUGHNAHILL SURETY & INSURANCE, INC. 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 O'SHAUGHNAHILL SURETY & INSURANCE, INC., or its Agent.
 - (b) If Defendant shall move from one address to another without notifying O'SHAUGHNAHILL SURETY & INSURANCE, INC., 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.

Signature of Defendant

Defendant (Print Name)



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CONTINGENT PROMISSORY NOTE

Amount: _____

Date: _____

For value received the undersigned, jointly and severally promise(s) to pay **O'SHAUGHNAHILL SURETY & INSURANCE, INC.** ("Payee") on demand the **principal sum of \$_____ Dollars (\$_____)** at 428 S. Congress Avenue, West Palm Beach, FL 33406, if and only if there occurs a breach of the terms and conditions of the surety bail bond or bonds posted on behalf of defendant (the "Contingency");

Defendant's Name	State	County

(hereinafter "Defendant"), together with any continuations and modifications, any extensions, substitutions, increments or appeals thereof (hereinafter "Bond"), or upon payment of any expenses incurred by the Payee or holder to produce the Defendant before the appropriate court or courts of competent jurisdiction in the above case, with interest thereon at the rate of fifteen percent (15%), per annum, from the date of occurrence of the above stated Contingency, until fully paid. All makers or endorsers, now or hereafter becoming parties hereto, jointly and severally waive demand, notice of non-payment and protest: and in case this note becomes in default and placed in hands of an attorney for collection, the undersigned agree(s) to pay reasonable attorney's fees and all other costs for making such collection and further agree(s) that courts of original jurisdiction and appellate courts may award reasonable attorney fees to the Payee in the event of litigation and/or appeals.

It is further agreed and specifically understood between the parties to this note that there is presently no outstanding loan or debt represented by this note, and that this note is given to secure advances up to and including the amount set forth above together with interest if and when there is a breach of the terms and conditions, including but not limited to forfeiture or estreature, of the Bond.

It is further agreed and specifically understood that this note shall become null and void at such time as all of the obligations under the Bond posted on behalf of the Defendant have been fulfilled and the Payee has been discharged of all liability and duly exonerated in writing and until such time as same occurs the note shall remain in full force and effect.

This Note and the Mortgage of even date herewith shall serve to secure:

- a) Any and all liability, loss, costs, damages, expenses, premiums and attorneys' fees arising or incurred by Payee in connection with the above captioned Bond, or any other recognizance, undertaking or other obligation, heretofore or hereafter executed, assumed or procured by Payee at the instance or request or on behalf of either of owner of the property encumbered by the Mortgage securing the Note (hereinafter; "Owner") or of the principal's name;
- b) For the payment of all premiums on such Bonds;
- c) For the performance of every agreement (including continuations or modifications, any extensions, substitutions, increments or appeals thereof, with or without consent of owner) made by Owner or Defendant in connection with said Bonds;
- d) Against any liability, loss, costs, expenses, and attorneys' fees in connection with any claim to the collateral security by person claiming adversely to Owner or to Principal named in the Bonds;
- e) Any and all future advances made with or without consent of the Owner by Payee on behalf of the Defendant, including, but not necessarily limited to increments, modifications, extensions or substitutions, or the creation of any future obligation by the Payee in connection with the above described matter, or any bail bonds or obligation undertaken by Payee on behalf of Defendant, including, without limiting, to the posting of a new bond for an on behalf of the Defendant in the nature of an appeal bond or substitution extension or modification of the existing bond.

X _____
Defendant / Principal

X _____
Signature of Indemnitor