

**FLORIDA ADDENDUM
TO
BAIL BOND APPLICATION AND AGREEMENT**

This Florida Addendum ("Addendum") is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant ("Agreement") and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

A. **ADDITIONAL TERMS AND CONDITIONS:** The following terms and conditions are an integral part of this Agreement and application for Bond No. **AS** _____ dated _____ for which American Surety Company ("Surety") or its agent shall receive a premium in the amount of _____ Dollars (\$ _____), and Surety and you agree that the Bond is conditioned upon your full compliance of all of these terms and conditions and is a part of the Bond and Agreement.

1. Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law.

2. In the event your surrender is made prior to the time set for your appearances, and for reasons other than as enumerated below in paragraph 3, then a refund of the Bond premium shall be made to the person whose name appears as Payor on the premium receipt.

3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of your obligations to Surety hereunder, and Surety shall have the right to immediately apprehend, arrest and surrender you, and no person shall have any right to any refund of premium whatsoever. The events which constitute a breach of your obligations hereunder are:

- (a) If you depart the jurisdiction of the court without the written consent of the court any Surety or its agent;
- (b) If you move from one address to another within the State of Florida without notifying Surety or its agent in writing prior to moving;
- (c) If you commit any act which constitutes reasonable evidence of your intention to cause a forfeiture of the Bond;
- (d) If you are arrested and incarcerated for any offense other than a minor traffic violation; or
- (e) If you make any material false statement in the Agreement.

B. **INFORMATIONAL NOTICE:** For complaints or inquiries, please contact: Florida Department of Financial Services Bail Bond Section 200 East Gaines Street, Tallahassee, FL 32399-0320, (850) 413-5660.

C. The person whose name appears as Payor on the premium receipt shall be entitled to a refund of premium for the Bond if and when it is found that Surety had no liability under the Bond because you do not come under the jurisdiction of the court to which you are returnable or you are not released from custody, except where the Bond is written to allow you to serve a sentence in another jurisdiction.

D. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

E. This Addendum shall be attached to every Bail Bond Application and Agreement entered into in the State of Florida.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Signed, sealed and delivered this _____ day of _____, 20 _____

Signature of Defendant _____

Printed Name of Defendant _____

White – Producer Copy • Yellow – Indemnitor Copy • Pink – Defendant Copy