

APPLICATION AND AGREEMENT FOR SURETY BAIL BOND

DEFENDANT'S NAME	POWER OF ATTORNEY NO.	AMOUNT	EXEC. DATE	ARR. DATE
BOOKING NAME	AKA NAME(S)			

BOOKING INFORMATION	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 _____	

DEFENDANT INFORMATION	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. _____	SE _____	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 _____		
	VEHICLE MAKE _____	MODEL _____	YEAR _____	COLOR _____ LIC. # _____
	MILITARY BRANCH _____	SER. # _____	DISCHARGE DATE _____	UNION _____ LOCAL _____

DEFENDANT'S FAMILY INFORMATION	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

INDEMNITOR INFORMATION	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 _____	RELATION _____
	NOTATIONS _____			

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE.

SIGNATURE OF INDEMNITOR

DATE

STATEMENT OF INFORMATION REQUIRED BY SECTION 2100, CALIFORNIA ADMINISTRATION CODE

Full name of person supplying information _____	Name of person negotiating bail _____	Name of person receiving information _____
Address _____	Address _____	Date and time information received _____
Connection or relationship to defendant _____	Connection or relationship to defendant _____	Manner in which information received _____
If same was defendant, how did he communicate? _____	Name of licensee who negotiated transaction _____	Name of other agent involved and commission paid _____
If writ _____	Name and sum paid unlicensed persons _____	Was consideration other than money received? _____
Name of Attorney _____	And services performed _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, explain in detail and attach statement.

If Yes - See Attachment

SURETY BAIL BOND INDEMNITY AGREEMENT
Bankers Insurance Company

The undersigned, called "First Party," make application to Steven Payton Bail Bonds & Bill Davidson Bail Bonds 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 \$ _____ per annum 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. This Bond is renewable each year. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this Bond was executed. If said renewal premium is not paid upon written demand therefore, Second Party or Surety has the right to surrender Principal, as provided in the California Penal Code, Section 1300, and exonerate the Bond.

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 any renewal 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 Bail Agreement executed herewith each represents. I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail 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 lawn 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 Bail 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 _____

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

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



Bankers Insurance Company
PO Box 15707, St Petersburg, Florida 33733-5707 (727) 823-4000

INDEMNITORS AGREEMENT

Defendant _____ Date _____
Bond No. _____ Case # _____
Bond Amount _____
Bond Premium _____

I understand that in co-signing this bond for obtaining the release of _____ that I am responsible for him or her appearing in Court each time he or she is so ordered, also I understand that I am responsible for payment of any Court costs for non-appearance should the defendant fail to appear and the Court forfeits the bond. Should it become necessary to apprehend and surrender the defendant to the Court, I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such a forfeiture occurs and the defendant is not surrendered to Court within the time prescribed by law, I understand that I am required to pay the Full Amount of the bond posted, including unpaid premium.

Collateral cannot be returned until such time as the Company received written notice from the Clerk of the Court verifying Exoneration.

I hereby waive any and all rights I may have under Title 28 Privacy Act – Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize Bankers Insurance Company, and/or its Agent, to obtain any and all private or Public information and/or records concerning me from any party or agency, private or government (local, State, Federal), including, but not limited to, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, employment records. I authorize without reservation, any party or agency, private or government (local, State, Federal), contacted by Bankers Insurance Company, and/or its Agent, to furnish any and all private and public information and records in their possession concerning me to Bankers Insurance Company, and/or its Agent.

I have read the above contract and understand it, and agree to fulfill ALL the provision therein.

Indemnitor signature _____ Print name _____ Date _____
Indemnitor signature _____ Print name _____ Date _____
Indemnitor signature _____ Print name _____ Date _____
Defendant signature _____ Print name _____ Date _____
Agent _____



Bankers Insurance Company
P.O. Box 15707, St. Petersburg, Florida 33733-5707 / 813-823-4000

AUTHORIZATION TO RELEASE LETTER

I, _____ (Indemnitor / Cosigner) hereby authorize any person, agency, partnership, or corporation having any information concerning my character and financial reputation, to release such information to Bankers Surety Services, Inc., and Bankers Insurance Company. This information is to be used for possible contractual agreement between myself and Bankers Insurance Company or First Community Insurance Company and will not be available for public inspection.

I hereby release such person, agency, partnership, or corporation from liability which may be incurred in releasing this information to Bankers Insurance Company and Bankers Surety Services, Inc., including liability under Federal Law.

Social Security Number

Signature

Address:

Zip Code: _____

Date: _____



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AUTHORIZATION TO RELEASE LETTER

I, _____ (Defendant) hereby authorize any person, agency, partnership, or corporation having any information concerning my character and financial reputation, to release such information to Bankers Surety Services, Inc., and Bankers Insurance Company. This information is to be used for possible contractual agreement between myself and Bankers Insurance Company or First Community Insurance Company and will not be available for public inspection.

I hereby release such person, agency, partnership, or corporation from liability which may be incurred in releasing this information to Bankers Insurance Company and Bankers Surety Services, Inc., including liability under Federal Law.

Social Security Number

Signature

Address:

Zip Code: _____

Date: _____