

CONFIDENTIAL APPLICATION AND INDEMNITY FOR BAIL BOND

Cause Number: _____

(All questions Must Be Answered in Full)

Court Date:

I, the undersigned, do hereby apply to UNIVERSAL FIRE & CASUALTY INSURANCE CO. to act as my bail in the amount of

\$ _____ in the _____ court of _____ wherein I am charged with _____ and _____

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance BOND# _____ for which UNIVERSAL FIRE & CASUALTY INSURANCE CO. (hereinafter called the SURETY), 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 by the principal of all said terms and conditions and is a part of said bond and application therefore.

1. The SURETY, as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
2. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to the SURETY hereunder, and the SURETY shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:
 - (a) If principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY or its Agent.
 - (b) If principal shall move from one address to another within the State of _____ without notifying the SURETY or its agent in writing prior to said move.
 - (c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
 - (d) If principal is arrested and incarcerated for any other offense other than a minor traffic violation.
 - (e) If principal shall make any material false statement in the application.

1. Name _____ Resident Phone # _____
2. Address _____ How Long _____
Previous _____ How Long _____
3. Employer _____ Phone # _____ How Long _____
Former Employer _____ Phone # _____ How Long _____
4. D.O.B. _____ Where _____ How long this country _____
Sex _____ Race _____ Height _____ Weight _____ Eyes _____ Hair _____ Comp. _____
Occupation _____ Scars, marks or tattos visable _____
5. Husband or wife _____ Employer _____ How long married _____
6. Children – Age _____ School _____
7. Own or rent home _____ From whom _____
8. Full description of auto _____ Tag # _____
9. Dr. Lic. # _____ S.S. # _____
10. List all previous arrests _____
11. Bonded before by _____ Still indebted _____

NAME	OCCUPATION	ADDRESS - PHONE #
Attorney _____		
Father _____		
Mother _____		
Brother _____		
Brother _____		
Sister _____		
Brother-in-law _____		
Sister-in-law _____		
Father-in-law _____		
Mother-in-law _____		
Best Friend _____		

How did you hear about our Bond Agency? Phone Book Jail Card Sign Friend

Receipt # (This number is required on the power and on this form)

For good and valuable consideration, the undersigned principal hereby agrees to indemnify and/or hold harmless, UNIVERSAL FIRE & CASUALTY INSURANCE CO. or its Agent for any and all losses not otherwise prohibited by law, or rules and regulations promulgated under any applicable statute.

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

Reason Declined _____ Signature of Applicant _____

Date Contacted _____ Time Contacted _____ By Whom _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Indemnitor(s) initial

INDEMNITOR INFORMATION

Name _____ Address _____ City _____ Zip _____

Phone _____ DOB _____ SS# _____ DL# _____ Rel to Def. _____

Employed By _____ Address / City, _____ Ph. _____

Occupation _____ How long _____ Superior _____ Monthly Income _____

Bank _____ Branch _____ Acct. Type _____ Balance _____

Spouse _____ DOB _____ SS# _____ DL# _____

Employed By _____ Address / City, _____ Ph. _____

Real Property _____ in Whose Name _____ How Long _____

Value _____ Purchase Price _____ Equity _____ Financed by _____

Authority is hereby granted to agent or company executing the above bond obligation to request and be furnished any information concerning my above statement and financial standing, credit or manner of meeting obligations. The above statement is true and correct statement to the best of my knowledge.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE

Signature of Indemnitor

Date

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Indemnitor(s) initial

INDEMNITOR INFORMATION

Name _____ Address _____ City _____ Zip _____

Phone _____ DOB _____ SS# _____ DL# _____ Rel to Def. _____

Employed By _____ Address / City, _____ Ph. _____

Occupation _____ How long _____ Superior _____ Monthly Income _____

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Employed By _____ Address / City, _____ Ph. _____

Real Property _____ in Whose Name _____ How Long _____

Value _____ Purchase Price _____ Equity _____ Financed by _____

Authority is hereby granted to agent or company executing the above bond obligation to request and be furnished any information concerning my above statement and financial standing, credit or manner of meeting obligations. The above statement is true and correct statement to the best of my knowledge.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE

Signature of Indemnitor

Date

A few facts about the case _____

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY

Defendant: _____

Social Security #: _____

Cause # (if available): _____

Bond Amount \$ _____

PROMISSORY NOTE, REVOLVING CREDIT AND INDEMNITY AGREEMENT

DATE: _____

At the request of the undersigned Makers ("Makers"), Midwest Bonding, Inc., has this day posted a bond in the Bond Amount on behalf of the Defendant. To induce Midwest Bonding, Inc. to issue the Bond, Makers agree as follows:

1. Indemnity. Makers shall at all times indemnify and save Midwest Bonding, Inc. harmless from and against all expenses incurred by Midwest Bonding, Inc. in connection with locating the Defendant, returning the Defendant to the jurisdiction of the Court in which he or she failed to appear, and any other costs associated with the Bond (defined below), including, without limitation, all travel costs, (including air fare, rental cars and other transportation expenses, lodging, meals, parking charges and tolls), fees of private investigators and tracing services, and other similar costs (collectively "Expenses") and against all other liability, loss, damages, and costs, including attorney's fees and other costs of collection, which Midwest Bonding, Inc. may for any cause at any time sustain or incur by reason of having executed a bond in favor of the Defendant, or any continuation or renewal thereof, or any modification, amendment, limitation, or extension thereof, or any new or replacement bond, obligation, or undertaking executed in place of the bond (together, the "Bond"). Makers understand and acknowledge that their liability under this Agreement may exceed the Bond Amount as shown above.

2. Payment by Makers. Makers shall pay or cause to be paid to Midwest Bonding, Inc. the amount of any liability, loss, damages, costs sustained or incurred by reason of having executed the Bond before Midwest Bonding, Inc. shall be compelled to make any payment on account thereof. Makers shall pay or cause to be paid to Midwest Bonding, Inc. within ten (10) days after notice to Makers, all Expenses. Makers shall pay, upon demand by Midwest Bonding, Inc., the amount of any claim made upon Midwest Bonding, Inc. under the Bond, and shall satisfy and discharge any judgments recovered against Midwest Bonding, Inc. under the Bond promptly after the entry thereof.

3. Revolving credit. Notwithstanding anything herein to the contrary, Midwest Bonding, Inc. may in its discretion make any payment sustained or incurred by reason of having executed the Bond, including, without limitation all Expenses and all other liability, loss, damages, and costs, including attorney's fees and other costs of collection, which Midwest Bonding, Inc. may for any cause at any time sustain or incur by reason of having executed. Any amount so paid by Midwest Bonding, Inc. shall be deemed an extension of credit by Midwest Bonding, Inc. on behalf of Makers. Makers agree to pay to the order of Midwest Bonding, Inc. the balance of all outstanding extensions of credit existing from time to time (the "Outstanding Balance") immediately upon demand. Any Outstanding Balance shall bear interest at the rate of 14 % per annum until paid in full.

4. Default. Upon default in the payment of any amount owed to Midwest Bonding, Inc. or default in the performance of any obligation under this agreement when the same shall become due, Midwest Bonding, Inc. may, without further notice to Makers, declare a default and immediately commence such proceedings, at law or in equity, as it deems necessary or advisable to protect its interests. No failure on the part of Midwest Bonding, Inc. in exercising its rights hereunder or to proceed to collect any sums due hereunder shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of the default or the occurrence of a succeeding default. The holder of this obligation may renew the same or extend time for payment of the indebtedness or any part thereof then due or reduce the payments thereon, and any such renewal, extension or reduction shall not release any Maker, endorser, or guarantor from any liability. All Makers, sureties, guarantors, and endorsers severally waive presentment for payment, protest, notice of protest, and nonpayment of any obligation due under this Agreement.

5. Miscellaneous. This Agreement shall be governed by Indiana law and any action to enforce the obligations under this Agreement or to collect any sums due under this Agreement may be filed in the Superior or Circuit Courts of Whitley County, Indiana, or in any other court of competent jurisdiction. This obligation shall be the joint and several obligation of all Makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns, and legal representatives. Time shall be of the essence hereunder.

All notices to Makers shall be deemed properly given if mailed to the address set forth opposite their name below. All amounts due or payable under this Agreement shall be due without relief from valuation or appraisal laws. Upon default in the payment of any amount due hereunder, in addition to all other sums, the holder shall be entitled to recover all costs of collection, including but not limited to attorney's fees and costs. Failure on the part of any holder to collect or charge interest after delinquency or default shall at no time constitute a waiver of the holder's right to demand and receive interest as provided herein.

All payments received by holder shall be applied as follows: first, to the payment of any unpaid interest; second, to any attorney's fees and other costs of collection incurred by holder; third, to the payment of any Expenses; fourth, to the payment of any Outstanding Balance; and the remainder, if any, to any other sums due under this Agreement.

I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING BELOW, I AM AGREEING TO INDEMNIFY AND HOLD MIDWEST BONDING, INC. HARMLESS FOR ALL COSTS AND EXPENSES INCURRED BY MIDWEST BONDING, INC. IF THE DEFENDANT FAILS TO APPEAR FOR ANY / OR ALL COURT DATES.

Witness: _____
(_____)

(_____)
Address: _____

Social Security #: _____

Phone #: _____

Witness: _____
(_____)

(_____)
Address: _____

Social Security #: _____

Phone #: _____