

APPLICATION AND AGREEMENT
FOR SURETY BAIL BOND (CALIFORNIA)

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.#_____CII #_____	
	ARRESTED BY _____WHERE ARR_____.	
	CO-DEFENDANTS_____	
DEFENDANT INFORMATION	ST. ADD. _____CITY _____PHONE _____HOW LONG _____	
	FORMER ADD. _____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 _____SEX _____HEIGHT _____WEIGHT _____HAIR _____EYES _____S.S.# _____D.L.# _____	
	ID. MARKS _____RACE _____MOUSTACHE _____GLASSES _____WHERE BORN _____	
	PREV ARREST CHRO. _____COURT _____COUNTY _____WHEN _____	
	DISPOSITION _____PRV. BAIL _____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 _____	
	MOTHER _____ADDRESS _____PHONE _____	
	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 _____CITY _____PHONE _____	
SIGNATURE OF DEFENDANT _____DATE _____		
INDEMNITOR INFORMATION	INDEMNITOR'S NAME _____DOB _____S.S.# _____D.L.# _____	
	ADDRESS _____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 _____LIENS _____	
	REAL PROPERTY _____IN WHO'S NAME _____HOW LONG _____	
	LOT _____BLOCK _____TRACT _____MAPS IN BOOK _____PG _____	
	VALUE _____EQUITY _____FINANCED BY _____	
	NOTATIONS _____	
	I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE. I FURTHER UNDERSTAND THIS IS AN APPLICATION FOR A TYPE OF CREDIT AND AUTHORIZE A REVIEW OF MY CREDIT HISTORY.	
	_____ 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 & commission paid
Name of Attorney	Name and sum paid unlicensed persons and service performed	Was consideration other than money received? YES <input type="checkbox"/> No <input type="checkbox"/>
		If yes, explain in detail and attach statement.

SURETY BAIL BOND AGREEMENT

The undersigned, Called “First Party,” make application to _____
Called “Second Party,” for execution by FINANCIAL CASUALTY & SURETY, INC., a Texas 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 or continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ _____ 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 therefor 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 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 Second Party or Surety, in the event that it is necessary for them to institute a suit or collection, for a breach of this agreement, a reasonable attorney’s fee or collection fees which shall, in no event, be less than the 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, any one 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 to the Second Party or the Surety immediately upon the declaration of forfeiture of said Bail Bond the penal amount thereof.

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 the Surety a authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds therefrom and any and ail money deposited to payment of or reimbursement for the hereinabove 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 other occasion when the presence of the Principal in court is lawfully required, without returning all premium paid therefor, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, any one 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 any one of them, the First Party hereby expressly waiving the benefit 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 any one or more of the First Party.

ELEVENTH:In making application for Bail Bond, each of US warrants all statements made by him or heron this application and financial statement to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address, telephone number or employment of either the Principal or 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 is 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 I own 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

DEFENDANT NAME (*PRINT OR TYPE*) _____

ADDRESS _____CITY _____ZIP _____

INDEMNITOR: _____
SIGNATURE PRINT OR TYPE NAME

ADDRESS _____CITY _____Z1P _____

PHONE _____, D.L.# _____, S.S.# _____, DOB _____