



# APPLICATION FOR APPEARANCE BOND

U.S. SPECIALTY INSURANCE COMPANY

Exclusive National Managing General Agency

SURETY CORPORATION OF AMERICA • 1000 NW 14TH STREET • MIAMI • FLORIDA • 33136

APPEARANCE BOND NO. \_\_\_\_\_ DATE \_\_\_\_\_ PREMIUM DUE SURETY COMPANY OR ITS AGENT \$ \_\_\_\_\_

These terms and conditions are an integral part of this application for the above numbered Appearance Bond for which U.S. Specialty Insurance Company (USSIC) or its Agent shall receive premium in the amount herein specified, 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 therefore.

1. USSIC as the Surety Company, through its duly appointed agent, 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. In the event surrender of principal is made prior to the time set for the principal's appearances, and for reasons other than as enumerated below in paragraph 3, then principal shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligation to USSIC hereunder, and USSIC 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 Company or its Agent.
- (b) If principal shall move from one address to another without notifying the Surety Company or its Agent in writing prior to such 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 offense other than a minor traffic violation.
- (e) If principal shall make any material false statements in the application for appearance bond.

PRINCIPAL NAMED BELOW ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS HEREIN BY SIGNING THE REVERSE SIDE OF THIS APPLICATION \_\_\_\_\_ INITIALS

## 1. NAME & ADDRESS OF PRINCIPAL

FULL NAME \_\_\_\_\_ HOME PH. \_\_\_\_\_ WORK PH. \_\_\_\_\_ CELL \_\_\_\_\_  
PLEASE PRINT - First/Middle/Last

CURRENT ADDRESS \_\_\_\_\_ STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ EMAIL \_\_\_\_\_

## 2. RESIDENCE INFORMATION / MORTGAGE / LANDLORD

YEARS/MONTHS AT CURRENT ADDRESS: \_\_\_\_ DO YOU:  OWN  RENT  OTHER \_\_\_\_\_

MTG. COMPANY OR  LANDLORD NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

## 3. PERSONAL DESCRIPTION / MARKS / NICKNAMES

WEIGHT \_\_\_\_ HEIGHT \_\_\_\_ RACE \_\_\_\_\_  MALE  FEMALE EYE COLOR \_\_\_\_ HAIR COLOR \_\_\_\_ MARKS \_\_\_\_\_

BIRTH PLACE \_\_\_\_\_ BIRTH DATE \_\_\_\_/\_\_\_\_/\_\_\_\_ NATIONAL CITIZENSHIP \_\_\_\_ COUNTRY \_\_\_\_\_ NICKNAMES OR ALIAS \_\_\_\_\_

## 4. MARITAL STATUS / CHILDREN

MARRIED  DIVORCED  SEPARATED  WIDOWED  SINGLE SPOUSE'S NAME \_\_\_\_\_

SPOUSE OCCUPATION \_\_\_\_\_ SPOUSE'S EMPLOYER \_\_\_\_\_ PH. \_\_\_\_\_

CHILD'S NAME \_\_\_\_\_ AGE \_\_\_\_ SCHOOL ATTENDED \_\_\_\_\_

CHILD'S NAME \_\_\_\_\_ AGE \_\_\_\_ SCHOOL ATTENDED \_\_\_\_\_

CHILD'S NAME \_\_\_\_\_ AGE \_\_\_\_ SCHOOL ATTENDED \_\_\_\_\_

ARE YOU RESPONSIBLE FOR ANYONE ELSE'S SUPPORT? \_\_\_\_\_

## 5. EMPLOYMENT

YOUR OCCUPATION \_\_\_\_\_ NAME OF EMPLOYER \_\_\_\_\_

NAME OF SUPERVISOR \_\_\_\_\_ ADDRESS \_\_\_\_\_ PH. \_\_\_\_\_

HOW LONG WITH THIS EMPLOYER \_\_\_\_\_ FORMER EMPLOYER(S) \_\_\_\_\_

## 6. SOCIAL SECURITY # / DRIVER'S LICENSE # / CAR / CREDIT CARDS

SOCIAL SECURITY NUMBER \_\_\_\_\_ DRIVER'S LIC. NUMBER \_\_\_\_\_ STATE \_\_\_\_\_

AUTOMOBILE: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ COLOR \_\_\_\_\_ TAG NO. \_\_\_\_\_ AMOUNT OWED \$ \_\_\_\_\_ LENDER \_\_\_\_\_

CREDIT CARD NAME & ACCT. # \_\_\_\_\_ CREDIT CARD NAME & ACCT. # \_\_\_\_\_

CREDIT CARD NAME & ACCT. # \_\_\_\_\_ CREDIT CARD NAME & ACCT. # \_\_\_\_\_

## 7. ATTORNEY INFORMATION

FULL NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PH. \_\_\_\_\_

## 8. PERSONAL REFERENCES - FRIENDS (OTHER THAN RELATIVES)

	NAME	YEARS KNOWN	OCCUPATION	WORK / HOME ADDRESS	PHONE
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____

**9. RELATIVES**

NAME	OCCUPATION	ADDRESS / CITY / STATE / ZIP	PHONE
FATHER: _____			
MOTHER: _____			
BROTHER: _____			
BROTHER: _____			
SISTER: _____			
SISTER: _____			
FATHER-IN-LAW: _____			
MOTHER-IN-LAW: _____			
BROTHER-IN-LAW: _____			
COUSIN: _____			

**10. ARRESTS - CRIMINAL HISTORY**

ARE YOU CURRENTLY ON BOND WITH ANYONE?  YES  NO    ARE YOU CURRENTLY ON PROBATION OR PAROLE?  YES  NO  
 HAVE YOU EVER FAILED TO APPEAR IN COURT?  YES  NO    **LIST ANY PREVIOUS ARRESTS :**

DATE	CHARGE(S)	COUNTY & STATE	DISPOSITION
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**11. COURT DATE NOTIFICATION - DEFENDANT / INDEMNITOR / ATTORNEY**

DEFENDANT: NAME/ADDRESS/PHONE \_\_\_\_\_  
 INDEMNITOR: NAME/ADDRESS/PHONE \_\_\_\_\_  
 ATTORNEY: NAME/ADDRESS/PHONE \_\_\_\_\_

**12. TYPE OF COLLATERAL**

(1) CASH    (2) CASH VALUE    (3) EQUITY    (4) ASSIGNMENT    (5) NOTE AND MORTGAGE    (6) MISCELLANEOUS

OWNER(S) NAME: \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 OWNER(S) NAME: \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 OWNER(S) NAME: \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 COLLATERAL DESCRIPTION: \_\_\_\_\_  
 COLLATERAL LOCATION: \_\_\_\_\_

**Under penalties of perjury, I declare that I have read the foregoing, and the information provided is true and correct without reservation. The information and representations made in this Application are for the purpose of inducing the Surety to undertake the bond(s) for which I have applied with the intent that the Surety fully rely upon the information and representations contained herein. I agree to indemnify and hold harmless the Surety Company and its Agents for any and all losses that may arise from the execution of the bond(s) applied for herein, unless prohibited by applicable law or regulation.**

**WARNING:** 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 MAY BE FOUND GUILTY OF A FELONY.

APPLICANT SIGNATURE \_\_\_\_\_

MAILING ADDRESS IF DIFFERENT FROM RESIDENCE: \_\_\_\_\_

**AGENCY USE      NOTE: FOR MULTIPLE BONDS, ONLY FIELDS WITH \* NEED TO BE FILLED OUT ON THE SECOND APPLICATION**

BAIL AGENCY: \_\_\_\_\_ \*AGENT \_\_\_\_\_ \*APPROVED BY \_\_\_\_\_  
 TRANSFER BOND    RE-WRITE    POSTING    POSTING AGENT   ORIGINAL P.O.A.# \_\_\_\_\_ REQUESTING AGENT: \_\_\_\_\_  
 P.O.A. (S) #: \_\_\_\_\_ \*BOND AMOUNT: \$ \_\_\_\_\_ POSTING DATE: \_\_\_\_\_  
 COURT:  FEDERAL    CIRCUIT    COUNTY    OTHER: \_\_\_\_\_ \*CASE: \_\_\_\_\_  
 CHARGES CONTINUED: \_\_\_\_\_ \*JUDGE: \_\_\_\_\_  
 \*PREMIUM AMOUNT DUE: \$ \_\_\_\_\_    PREMIUM PAID IN FULL   PREMIUM OWED: \$ \_\_\_\_\_  
**CROSS COLLATERAL:**  (1) CASH    (2) CASH VALUE    (3) EQUITY    (4) ASSIGNMENT    (5) NOTE AND/OR MORTGAGE    (6) MISC.  
 \*NAME: \_\_\_\_\_ P.O.A.# \_\_\_\_\_  
 \*NAME: \_\_\_\_\_ P.O.A.# \_\_\_\_\_

# CONTINGENT PROMISSORY NOTE

Amount \$ \_\_\_\_\_

Date: \_\_\_\_\_

For value received the undersigned, jointly and severally promise(s) to pay U.S. SPECIALTY INSURANCE COMPANY on demand the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) at 1000 NW 14<sup>th</sup> Street, Miami, Florida 33136, 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

Defendant Name	Case Number(s)	Court and 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 (hereinafter "Payee") to produce the Defendant before the appropriate court or courts of Competent jurisdiction in the above case, with interest thereon at the rate of \_\_\_\_\_ percent ( \_\_\_\_%), 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 foregoing 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's 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 Contingent Promissory 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 estreatment, 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 Principals 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 and on behalf of the Defendant in the nature of an appeal bond or substitution extension or modification of the existing Bond.

Executed on the date first appearing above.

\_\_\_\_\_  
Signature of Maker

\_\_\_\_\_  
Signature of Maker

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

# INDEMNITOR INFORMATION

**FULL Name** (First, Middle, Last): \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Social Sec #: \_\_\_\_\_

D.O.B: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

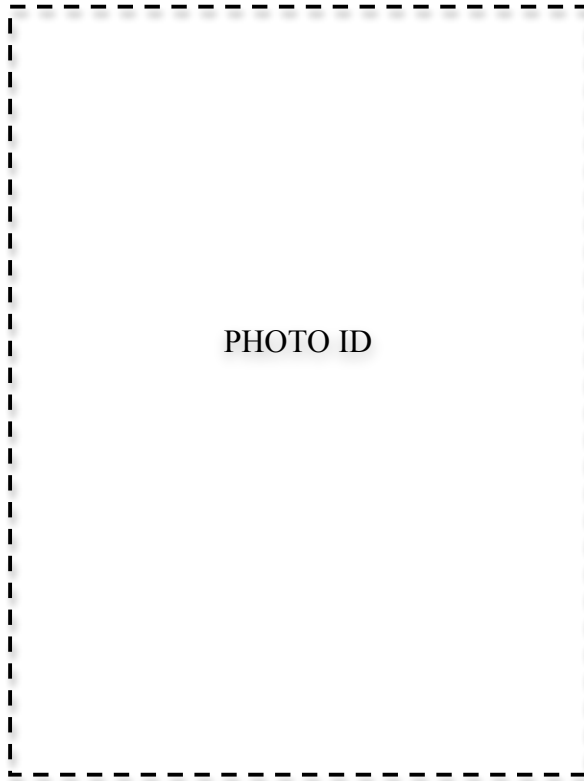
Home Address: \_\_\_\_\_ Apt #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of Work: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

I affirm that the above information is true: X \_\_\_\_\_ Date: \_\_\_\_\_



# Barbies Bail Bonds Bond Conditions

**\*\*Please read the following conditions because failure may result in surrender of the bail bond\*\*.**

1. Any false information given on the bail bonds application is a 3<sup>rd</sup> degree felony and you will be prosecuted.
2. After being released from jail the defendant must contact our office **within two days** to complete the appropriate paperwork. In most cases this may be done over the phone.
3. If the indemnitor or defendant's address, phone number, or any information we have on file changes our office must be notified **within 48 hours**.
4. Defendant is not allowed to leave the county without notifying our office and the court.
5. Our office will often call to remind the defendant of the court date and the court may send notice but it is **always** the defendant's responsibility for knowing their court date.
6. **To obtain a court date** in Miami-Dade County call (305) 275-1155 (traffic cases call (305) 275-1111). For Palm Beach Cases call (561) 355-2994. For Broward County cases call (954)-831-6600. For all other counties please call our office.
7. If the defendant misses court he/she must call our office **immediately** to schedule a new court date. Defendant will be responsible for all attorneys' fees required for setting a new court date.
8. The premium is what a bail bonds company charges for execution of the bond. **It is not refunded.**
9. Collateral **will only** be returned when the bond is discharged. It takes roughly 21 days for our office to receive the notice of discharge. It is **only** returned to the person listed on the collateral receipt. **\*\*no exceptions\*\***
10. The defendant is responsible for following all additional instructions received from the agent or office.
11. Additional Conditions of Bond:

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Signature

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Name of: Indemnitor / Defendant

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Date