



INDEMNITY AGREEMENT FOR SURETY BAIL BOND

(Florida)

U.S. Specialty Insurance Company

601 S. Figueroa Street • Suite 1600 • Los Angeles, CA 90017 • (310) 649-2663

National Managing General Agent:

SURETY CORPORATION OF AMERICA

1000 NW 14th Street • Miami, FL 33136 • TOLL FREE: 877-722-2245

The undersigned Indemnitor(s) ("Indemnitors") make(s) application to **U.S. Specialty Insurance Company** through its duly licensed and appointed Producer Agent and its Exclusive National Managing General Agent, **Surety Corporation of America** (collectively referred to herein as "Surety") for execution of a bail undertaking ("Bail Bond") in the Penal Amount of \$_____ for _____ herein after referred to as the "Principal" and "Indemnitor" and in consideration of Surety arranging for execution or continuance of this Bail Bond, Indemnitor(s) jointly and severally agree(s) as follows:

For good and valuable consideration, the undersigned Principal and Indemnitor(s) hereby agree to indemnify and hold harmless the Surety company and/or its agent(s) for all losses not otherwise prohibited by law or rules of the Florida Department of Financial Institutions and Insurance, and

1) To pay Surety \$_____ premium for this Bail Bond. The premium is earned upon the release of Principal from the detaining facility. 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.

2) To reimburse Surety for actual expenses it incurs caused by any breach by the Principal of the terms of the application and Bail Bond, including expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody or in apprehending or endeavoring to apprehend Principal, including legal fees for making application to a court for an order to vacate or set aside an order of forfeiture or judgment entered thereon. In the event the Defendant fails to follow any and all instructions or should the court forfeit or revoke the bond and it becomes necessary for the Bail Bondsman or Surety to investigate, apprehend and surrender the Defendant to the court, Fugitive Fees will be governed by a separate Fugitive Fee Contract between Indemnitor and Surety.

3) To pay the Surety a reasonable attorney's fee, no less than Five Hundred Dollars (\$500.00), in the event that it is necessary to institute legal action arising from this Agreement.

4) To provide Surety upon demand, a monetary amount equal to the Penal Amount to be held as collateral if Surety discovers any information was concealed or misrepresented by the Indemnitor or Principal, or upon other reasonable cause material to the Surety's assumed risk. If the court increases the penal amount of the Bail Bond over the amount set forth above, Indemnitor(s) and Principal agree to provide additional collateral as Surety may require if Surety, in its sole discretion, desires to remain on the Bail Bond.

5) To pay Surety immediately upon demand the penal amount of the Bail Bond after any breach of bond conditions or entry of Estreature (forfeiture) pursuant to governing statutes.

6) To aid Surety in securing release or exoneration of Surety from all liability under the Bail Bond, including the surrender of the Principal to the Court upon direction of the Surety.

7) Indemnitor(s) and Principal hereby grant to Surety a Security Interest in all money or other property in their possession or hereafter acquired from time to time pursuant to Chapter 679, Florida Statutes and/or Article 9 of the Uniform Commercial Code. The Surety is authorized to lawfully levy upon said money or property in the manner provided by law and to apply any deposit(s) and/or proceeds without notice toward any liabilities, losses, costs, damages and expenses incurred by Surety as provided in this Agreement. If collateral placed with Surety is in excess of the bail forfeited, such excess shall be timely returned to the Indemnitor and/or Principal as appropriate after first applying the collateral to any forfeiture and subject to any claim of Surety for unpaid Premium or other lawful charges, including but not limited to reimbursement of document recording fees and stamps and filing fees, credit card charges, and any electronic monitoring charges.

8) The obligations of the Indemnitor(s) and Principal hereunder are joint and several. Any amounts due shall bear interest at the maximum rate allowed by law. The Surety shall not be first obligated to proceed against the Principal on Bail Bond before having recourse against the Indemnitor(s) or any one of them. Indemnitors expressly waive any benefits of law requiring 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 Indemnitor(s). For good and valuable consideration, the undersigned Principal hereby agrees to indemnify and/or hold harmless the Surety for 100% of any and all losses not otherwise prohibited by law or rules and regulations promulgated under any applicable statute.

9) As an inducement for Surety to underwrite the Bail Bond, Indemnitor(s) and Principal warrant all statements made by them on the Application for Bail be true and agree to advise Surety of any change, including but not limited to change of phone number, address or employment of either the Principal or of any of the Indemnitor(s) or any other material change in circumstances within forty-eight (48) hours after such change shall have occurred. **ANY FAILURE BY PRINCIPAL TO SO NOTIFY SURETY SHALL CONSTITUTE GROUNDS TO BELIEVE**

PRINCIPAL INTENDS TO FLEE AND SHALL BE CAUSE FOR IMMEDIATE SURRENDER OF THE PRINCIPAL.

10) The undersigned agrees that these obligations apply to any and all 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, including appeals, but not in a greater amount.

11) The undersigned authorizes any person, agency, partnership or corporation having any information concerning my character, credit, and financial reputation to release such information to Surety, including but not limited to credit reports and background investigations. Such information is to be used to secure the Principal's appearance in court or apprehension in the case of a bond estreature. The undersigned hereby releases such person, agency, partnership or corporation from any liability which may be incurred in releasing this information to Surety including liability under Federal Law.

I HAVE READ THIS INDEMNITY AGREEMENT AND I KNOW ITS CONTENTS. I ACKNOWLEDGE RECEIPT OF A COPY OF THE INDEMNITY AGREEMENT. I AM THE TRUE AND LAWFUL OWNER OF THE PROPERTY, WHETHER REAL OR PERSONAL, SET FORTH IN THE APPLICATION FOR BAIL (WHICH ENTIRE APPLICATION IS MADE A PART HEREOF BY REFERENCE). I OWN SUCH PROPERTY FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES EXCEPT AS I HAVE DISCLOSED IN WRITING. I PROMISE NOT TO TRANSFER OR ENCUMBER ANY OF SAID PROPERTY UNTIL MY LIABILITY UNDER THIS INDEMNITY AGREEMENT AND THE APPLICATION FOR BAIL HAS BEEN RELEASED. I UNDERSTAND THE SURETY IS PERMITTING THE BAIL BOND TO REMAIN IN FORCE RELYING ON THE STATEMENTS MADE BY ME.

Dated this _____ day of _____, 20____.

DEFENDANT and INDEMNITOR

Signature

Work Ph. _____ Cell Ph. _____ Home Ph. _____

Print Name

Address: _____ City: _____ Zip: _____

Employer: _____ Address: _____ City: _____ Zip: _____

D/L No. _____ SS No. _____ Date of Birth: _____ Email: _____

INDEMNITOR

Signature

Work Ph. _____ Cell Ph. _____ Home Ph. _____

Print Name

Address: _____ City: _____ Zip: _____

Employer: _____ Address: _____ City: _____ Zip: _____

D/L No. _____ SS No. _____ Date of Birth: _____ Email: _____

INDEMNITOR

Signature

Work Ph. _____ Cell Ph. _____ Home Ph. _____

Print Name

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