

# INDEMNITY AGREEMENT FOR SURETY BAIL BOND

## AMERICAN BANKERS INSURANCE COMPANY



The undersigned called "First Party" makes application to: \_\_\_\_\_  
 called "Second Party" for execution by AMERICAN BANKERS INSURANCE COMPANY, a corporation called "Surety,"  
 of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for \_\_\_\_\_ called "Principal," and in  
 consideration of Second Party arranging for execution or continuance of this Bail Bond, First Party does jointly and severally agree as follows:

**FIRST:** To pay Second Party \$ \_\_\_\_\_ premium for this Bail bond. The premium is 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.

**SECOND:** 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 including 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 Judgment entered thereon.

**THIRD:** 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 the sum of twenty-five dollars (\$25.00).

**FOURTH:** 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.

**FIFTH:** To pay Second Party or Surety immediately upon demand after entry of Estreature pursuant to governing statutes.

**SIXTH:** 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.

**SEVENTH:** That all money or other property which the First Party has deposited or may deposit with the Second Party or Surety may be applied as collateral security or indemnity for matters contained herein, and Second Party or Surety retains a security interest in said money or property pursuant to Article 9 of the Uniform Commercial Code. 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 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.

**EIGHTH:** 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 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 any one or more of the First Party.

**NINTH:** In making application for Bail Bonds each of us warrants all statements made him or her on the 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 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.

**TENTH:** The undersigned agrees 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, including appeals, but not in a greater amount.

**ELEVENTH:** The undersigned further authorizes any person, agency, partnership, or corporation having any information concerning my character and financial reputation, to release such information to American Reliable Insurance Company and \_\_\_\_\_ Bail Bonds. This 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 Corporation of America including liability under Federal Law

"For good and valuable consideration, the undersigned principal hereby agrees to indemnify and/or hold harmless, the surety company or its agent for any and all losses not otherwise prohibited by law, or rules and regulations promulgated under any applicable statute."

**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 Or 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 \_\_\_\_\_ 200\_\_\_\_\_ set my hand.

Defendant & Indemnitor

SIGNATURE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

D/L No.: \_\_\_\_\_ S.S. No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Indemnitor

SIGNATURE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

D/L No.: \_\_\_\_\_ S.S. No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Indemnitor

SIGNATURE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

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Indemnitor

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D/L No.: \_\_\_\_\_ S.S. No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_