

## INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned Indemnitor ("Indemnitor" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing Bankers Insurance Company ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) (singularly or collectively the "Bond") for ("Defendant"), using power of attorney number(s) (if known)

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_, in the total amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ ) in the \_\_\_\_\_ Court of \_\_\_\_\_

### 1. INDEMNITOR NAME AND ADDRESS      RELATIONSHIP TO DEFENDANT \_\_\_\_\_

Name _____	Nickname/Alias _____		
First _____	Middle _____	Last _____	
Home Phone # _____	Cell Phone # _____	Work Phone # _____	
Email _____			
Current Home Address _____			How Long? _____
<input type="checkbox"/> Rent or <input type="checkbox"/> Own?      Landlord _____			
Former Home Address _____			How Long? _____
<input type="checkbox"/> Rent or <input type="checkbox"/> Own?      Landlord _____			

### 2. PERSONAL DESCRIPTION

Date of Birth _____	Where Born _____	Sex _____	Race _____
Social Security # _____		(City and State) Driver's License # _____ Issuing State _____	
How Long in U.S.? _____		U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Nationality _____ Alien # _____
Union? _____		Local # _____	
Military Service: Branch _____		Active? _____	Discharge Date _____
Additional Notes: _____			

### 3. EMPLOYMENT

Occupation _____	Employer _____	Work Phone: _____
How Long? _____	Employer Address _____	Supervisor's Name: _____

### 4. MARITAL STATUS

<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Separated	<input type="checkbox"/> Widowed	<input type="checkbox"/> Single	<input type="checkbox"/> Cohab
Spouse/girl/boyfriend's Name _____			How Long Married/Together? _____		
First _____		Middle _____	Last _____		
Address (if different) _____					
Email _____			Social Security # _____		
Home Phone # (if different) _____			Cell Phone # _____		
Occupation _____		Employer _____	How Long? _____	Employer Phone# _____	

### 5. AUTOMOBILE

Year _____	Make _____	Model _____	Color _____	Plate # _____	State _____
Where Financed? _____			Amount Owed? \$ _____		

### 6. REFERENCES

Name _____	Relation _____
Address _____	Employer _____
Home Phone # _____	Work Phone # _____
Cell Phone # _____	

**REFERENCES (Continued)**

Name _____	Relation _____	
Address _____	Employer _____	
Home Phone # _____	Work Phone # _____	Cell Phone # _____
Name _____	Relation _____	
Address _____	Employer _____	
Home Phone # _____	Work Phone # _____	Cell Phone # _____

**7. FINANCIAL STATEMENT/CREDIT INFORMATION**

Cash on hand \$ _____	Cash in bank \$ _____
Real Estate Value \$ _____	Real Estate Mortgage \$ _____
In whose name is title? _____	Monthly salary or wages \$ _____

**8. NOTES**

THIS INDEMNITY AGREEMENT ("Agreement") is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail producer referenced below ("Producer").

1. You will have Defendant appear in any court required in connection with the bond(s) at the times stated in the bond(s) and all other times as may be ordered by the court.
2. **You, jointly and severally (together and separately) with any other Indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond, including, but not limited to the following:** (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses) (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any and all other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or Producer, by reason of such Suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.
3. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, damages, judgments, interest, attorneys' fees and costs suffered, sustained, made or incurred by Surety or Producer on account of, arising out of or relating to the Bond and transactions contemplated thereby (including, without limitation, the items referenced in paragraph 2 above), your failure to comply with the terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by any agreement executed by Defendant, you or any other Indemnitor for the benefit of Surety or Producer ("Liabilities"); and (b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this Agreement, you authorize the Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature, (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral for the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption.
4. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, if you fail to deposit such additional collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity or redemption.

5. If a confession of judgment is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Surety against you, the judgment entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the Indemnitor or defendant.
6. You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies under this Agreement, or take any combination of such actions, without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security or collateral prior to enforcing its rights against you or any other Indemnitor.
7. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorneys' fees or service fees for time spent and/or special services rendered.
8. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise. If more than one bond is made or has been made for the Defendant, then this Agreement shall extend to and cover all those bonds and the terms of this Agreement shall apply to each bond individually or as a group.
9. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements, and affirmations made by the Surety and its producers and employees prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement are of no force or effect whatsoever in determining the rights and liabilities of the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.
10. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.
11. This Agreement may not be terminated or modified orally. All modifications and terminations of this Agreement, including any release of your liability hereunder, must be in writing and signed by the Surety and you.
12. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or State law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to surety and its producers, agents and representatives the right to enter your residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
13. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of Defendant's bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (a) Surety, at its discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD; and (g) all questions relating to location capability should be directed to Surety.

14. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide the Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).
15. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

#### IMPORTANT FRAUD WARNINGS

**ALABAMA RESIDENTS** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ARKANSAS RESIDENTS** - Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FLORIDA RESIDENTS** - Any person who knowingly or with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS** - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**MARYLAND RESIDENTS** - Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW JERSEY RESIDENTS** - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO RESIDENTS - ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.**

**NEW YORK RESIDENTS** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**OHIO RESIDENTS** - Any person who, with intent to defraud or knowing that he 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.

**OKLAHOMA RESIDENTS - WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PENNSYLVANIA RESIDENTS** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**WITNESS**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**INDEMNITOR**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

<b>SURETY:</b>  Bankers Insurance Company 11101 Roosevelt Blvd. N. St. Petersburg, FL 33716 800-627-0000	<b>BAIL PRODUCER:</b> [stamp must include name, address, phone no. and license no.]
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**TEXAS ADDENDUM  
TO  
INDEMNITOR APPLICATION AND AGREEMENT**

This Texas Addendum ("Addendum") is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as Indemnitor ("Agreement") and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

1. Surety or bail producer shall return any collateral to the person whose name appears as Depositor on the Collateral Receipt within 30 days after the date on which you (i) request return of the collateral in writing and (ii) submit to the Surety or bail producer written evidence of the conclusion of any payment agreement relating to the Bond and all of the criminal cases for which the collateral was given.
2. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.
3. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of Texas.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature of Indemnitor \_\_\_\_\_

Printed Name of Indemnitor \_\_\_\_\_

## **A-CANTU BAIL BONDS** **PLAIN TALK CONTRACT**

Contract Date\_\_\_\_\_

Bail Bond Premium Amount: \$\_\_\_\_\_

I understand that in signing this bond for obtaining the release of the Defendant, \_\_\_\_\_ that I am responsible for him/her appearing in Court each time he/she is so ordered; also, he/she fails to follow any and all instructions or orders of the Court or forfeits this bond, and becomes necessary to apprehend and surrender him/her to the Court, I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such a forfeiture occurs and defendant is not surrendered to the Court within the time prescribed by law, I understand that I am required to pay the FULL AMOUNT of the bond posted, including any unpaid bail premium.

**ONLY IF DEPOSIT WAS GIVEN TO BAIL BONDS:** **DEPOSIT: \$**\_\_\_\_\_

I FURTHER UNDERSTAND THAT IF I HAVE LEFT A DEPOSIT AND DON'T FOLLOW THE CONDITIONS OF THE BOND BY: NOT REPORTING WEEKLY AS INSTRUCTED, NOT REPORTING ANY CHANGES IN ADDRESS, NOT REPORTING ANY CHANGES IN INDEMNITOR or REFERENCES, NOT MAKING ANY AND ALL COURT APPEARANCES, BEING REARRESTED, or LEAVING HIDALGO COUNTY WITHOUT NOTIFYING THE BONDSMAN, SAID DEPOSIT WILL BE FORFEITED TO \_\_\_\_\_ BAIL BOND CO., AND WILL NOT BE REFUNDED TO THE WHOEVER LEFT SAID DEPOSIT.

I further understand that the premium owing and/or paid on this bond is fully earned upon the release of the defendant from custody. The fact that the defendant may have been improperly arrested, or his/her bail reduced, or his/her case dismissed, shall not obligate the return or forgiveness of any portion of the premium.

**I FURTHER UNDERSTAND THAT IF THE BOND IS PENDING 1 YEAR AFTER THE DATE THE BOND WAS POSTED, THE PREMIUM AMOUNT WILL BE COLLECTED ON THE 366<sup>TH</sup> DAY.**  
\_\_\_\_\_  
**INTIALS**

**IMPORTANT NOTICE:**

There is a waiting period of approximately **30 days** from the date the bond is exonerated before collateral can be returned. **We MUST** receive written notice from the Clerk of Court.

I am not a paid signer. I have no connection with a Bail Bond Consultant. I have read the above contract and understand it, and agree to *fulfill* ALL of the provisions therein.

SIGNATURE: \_\_\_\_\_

Defendant

SIGNATURE: \_\_\_\_\_

Indemnitor

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, before me personally appeared \_\_\_\_\_ defendant, \_\_\_\_\_ Indemnitor(s), to be known to be the person(s) described above and who executed the forgoing instrument and \_\_\_\_\_, witness thereupon acknowledged to me that \_\_\_\_\_ Bail Bonds executed it.

\_\_\_\_\_  
Notary Exp. date

\_\_\_\_\_  
Notary Public in and for Hidalgo Co., Texas

1506 W. Pecan Blvd.  
McAllen, TX 78501

**A-CANTU BAIL BONDS**

Phone: (956) 630-5402  
Fax: (956) 686-0905

**RULES AND REGULATIONS OF YOUR BOND**

1. DEFENDANT shall report in person within 24 hours of release to sign his/her documents and then REPORT by phone EVERY THURSDAY between 8AM-6PM.
2. INDEMNITOR agrees to make sure that Defendant attends all court hearings in HIDALGO County
3. I \_\_\_\_\_, (INDEMNITOR) agrees to pay for any and all expenses incurred by A-CANTU BAIL BONDS if the DEFENDANT fails to appear to any and all court appearances.
4. Defendant must report ANY changes of telephone numbers, address and/or employment.
5. Defendant **shall not leave Hidalgo County without the written or verbal permission of A-Cantu Bail Bonds and indemnitor.**
6. Defendant and/or Indemnitor must notify A-CANTU BAIL BONDS of any arrest other than a minor traffic violation.  
I \_\_\_\_\_ acknowledge that A-Cantu has the right to surrender (return) my bond for failure to notify A-Cantu Bail Bonds of a re arrest, which also causes \_\_\_\_\_ to lose any bail bond premium that was paid for Defendant.
7. Defendant and Indemnitor shall not give us any false statements or information on any application.
8. I \_\_\_\_\_ understand that failure to follow any of the above rules and regulations, will leave A-Cantu Bail Bonds no choice but to return (surrender) my bond which leads to my (Defendant's) arrest.
9. I \_\_\_\_\_ indemnitor agrees to pay **a bail jumping (recovery) fee if Defendant fails to attend any court dates and has to be arrested or picked up by our private investigators.**

DEFENDANT: \_\_\_\_\_

INDEMNITOR: \_\_\_\_\_  
(CO-SIGNER)

State of Texas  
County of Hidalgo

Before me, a notary public in and for said county and states, on the \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_\_\_, personally appeared acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes there in set forth.

Witness my hand and official seal the day and year above written.

My commission expires: \_\_\_\_\_

Notary Public in and for Hidalgo County, TX



## Bankers Insurance Company

### DISCLOSURE NOTICE

#### CONDITIONS OF BOND:

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. In the event surrender of principal is made prior to the time set for principal's appearances, and for reason other than as enumerated below in paragraph 3, then payee 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 the SURETY hereunder, and the SURETY shall have the right to forthwith apprehend, arrest and surrender principal. Said events which shall constitute a breach of principal's obligations hereunder are:
  - (a) If the 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 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.

#### OTHER CONDITIONS

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COURT DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PLACE: \_\_\_\_\_  NO DATE SET

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#### INDEMNITOR INFORMATION

In addition to the terms and conditions of any Indemnity Agreement or other collateral documents which you have executed, this is to notify you that:

1. The Indemnitor(s) will have the defendant(s) forthcoming before the court named in the bond, at the time therein fixed, and as may be further ordered by the Court.
2. The Indemnitor(s) is responsible for any and all losses or costs of any kind whatsoever which the Surety may incur as a result of this undertaking. There should not be any costs or losses provided the defendant(s) does not violate the conditions of the bond and appears on time at all required Court hearings.
3. Collateral will be returned to the person(s) named in the collateral receipt, or their legal assigns, within 21 days after the Surety has received written notice of discharge of the bond(s) from the Court. It may take several weeks after the case(s) is disposed of before the court discharges the surety bonds.

#### PRINCIPAL ACKNOWLEDGMENT

I have read and received a copy of this Disclosure Notice. I fully understand and agree that any breach of the conditions listed above may result in my surrender.

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#### PRINCIPAL INDEMNITOR ACKNOWLEDGMENT

I have read and received a copy of this Disclosure Notice and understand and agree that should any breach of the conditions listed above occur, I may request/consent that the principal be surrendered by surety and agree to pay all costs incurred by Surety as a result of this undertaking. However, I do understand and agree that the Surety has no legal duty to comply with said request/consent made by indemnitor.

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INDEMNITOR

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INDEMNITOR

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#### FOR COMPLAINTS OR INQUIRIES CONTACT

AGENCY

**UNITED STATES SUPREME COURT OPINION  
ON THE BONDSMAN RIGHT TO ARREST**

“When bail is given, the Principal is regarded as delivered to the custody of his Sureties. Their Dominion is a continuance of the, whenever they choose to do so, they may seize him and deliver him up in their discharge, and if that cannot be done at once, they may imprison him until it can be original imprisonment done. They may pursue him into another State, arresting him on the Sabbath and if necessary, use force to enter his house for that purpose. The seizure is not made by virtue of new process. None is needed. It is likened to the rearrested, by sheriff, of an escaping prisoner.

**TAYLOR V. TAINTOR, 16 WALL (U.S.) 366(1873)**

Read and Sign \_\_\_\_\_

**OPINION DE LA SUPREMA CORTE DE JUSTICIA  
EN LOS DERECHOS DE LOS FINANCIEROS AL ARRESTAR**

Cuando se hace una Fianza, el acusado esta bajo la custodia de su fiancero; esto es consecuencia del encarcelamiento original, Cuando el fiancero considere necesario puede detenerlo ante la ley antes de la disposición de su corte; también puede perseguirlo a otro Estado y encarcelarlo si es necesario. Puede perpetuarse el arresto aun en su propia casa. El re-arresto lo hace el Sheriff y trata al Acusado como a un prisionero que escapo.

Lea y Firme: \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

This is to authorize you to release to **A-CANTU BAIL BONDS** or his agents any information which you have concerning me, including but not limited to, court records, civil or criminal: medical records; addresses; telephone numbers; listed or unlisted? City or State or Federal government records or any other information that you may have in your possession or control concerning my financial, medical, governmental or other personal records, to include name of relatives and friends and their whereabouts.

This release will serve to exonerate you from any and all liability stemming from the release of this information to **A-CANTU BAIL BONDS** which may be imposed upon you by Title 5, Section 522-A of the United States Code, commonly known as the Privacy Act or any comparable federal, state or municipal law governing the release of information.

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NAME

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SOCIAL SECURITY

# BAIL BOND APPLICATION AND AGREEMENT

You, the undersigned Defendant ("Defendant" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing Bankers Insurance Company ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) for you (singularly or collectively the "Bond"), using power of attorney number(s) (if known) \_\_\_\_\_, in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the \_\_\_\_\_ Court of \_\_\_\_\_.

## 1. DEFENDANT'S NAME AND ADDRESS

Name _____	First _____	Middle _____	Last _____	Nickname/Alias _____
Home Phone # _____	Cell Phone # _____	Work Phone # _____		
Email _____				
Current Home Address _____				
How Long? _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own?		Landlord _____	
Former Home Address _____				
How Long? _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own?		Landlord _____	
How long resided in current city? _____		How long in current state? _____		

## 2. PERSONAL DESCRIPTION

Date of Birth _____	Where Born _____ (City & State)	Sex _____	Race _____
Social Security # _____	Driver's License # _____	Issuing State _____	
Height _____	Weight _____	Eye Color _____	Hair Color _____
Scars, Marks, Tattoos _____		Complexion _____	How Long in U.S.? _____
U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Nationality _____	Alien # _____	
Any Medical Conditions/Disabilities _____			
Union? _____	Local # _____	Military Service: Branch _____	Active? _____ Discharge Date _____

## 3. EMPLOYMENT

All Occupations for the past 5 years: _____			
<u>Current Employer</u>			
Name _____	How Long? _____	Position _____	
Supervisor's Name _____	Phone # _____		
<u>Most Recent Former Employer</u>			
Name _____	How Long? _____	Position _____	
Supervisor's Name _____	Phone # _____		
<u>Next Most Recent Former Employer</u>			
Name _____	How Long? _____	Position _____	
Supervisor's Name _____	Phone # _____		

## 4. MARITAL STATUS/CHILDREN: Married Divorced Separated Widowed Single Cohab

Spouse/girl/boyfriend's Name _____	First _____	Middle _____	Last _____	How Long Married/together? _____
Address (if different) _____				Email _____
Home Phone # (if different) _____		Cell Phone # _____	Social Security # _____	
Occupation _____	Employer _____	How Long? _____		
Supervisor's Name _____	Work Phone # _____			
Child's Name _____	Date of Birth _____	School/Employer _____	Other Parent's Name _____	
_____	_____	_____	_____	
_____	_____	_____	_____	

**5. VEHICLE**

Describe Auto: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # \_\_\_\_\_ State \_\_\_\_\_  
Where Financed? \_\_\_\_\_ Amount Owed? \_\_\_\_\_  
Insurance Agent's Name: \_\_\_\_\_ Insurance Agent's Phone # \_\_\_\_\_

**6. ARREST INFORMATION**

Date of Arrest \_\_\_\_\_ Booking Name (if different) \_\_\_\_\_ Arresting Agency \_\_\_\_\_  
Jail Location \_\_\_\_\_ Booking # \_\_\_\_\_  
Charges \_\_\_\_\_  
Previous Arrests: \_\_\_\_\_ Charges \_\_\_\_\_ Date \_\_\_\_\_ Where \_\_\_\_\_  
Pending Charges in \_\_\_\_\_  
Other Counties \_\_\_\_\_  
Are you on parole/probation?  Yes  No Parole/probation officer name and phone # \_\_\_\_\_  
Are you now under any bond?  Yes  No Have you ever failed to appear in court?  Yes  No  
Bonded before by \_\_\_\_\_ When? \_\_\_\_\_

**7. ATTORNEY**

Name and Firm \_\_\_\_\_ Phone # \_\_\_\_\_  
Email \_\_\_\_\_ Amount of retainer paid \$ \_\_\_\_\_

**8. RELATIVES AND FRIENDS**

Father's Name \_\_\_\_\_ Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
Email \_\_\_\_\_  
Mother's Name \_\_\_\_\_ Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
Email \_\_\_\_\_  
Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_

**9. NOTES**

#### TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, issuing or causing to be issued the Bond, you agree to the following terms and conditions:

1. The premium is fully earned upon your release from custody. The premium is not refundable except as stated below.  
2. Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law. In the event your surrender is made prior to your failure to appear in court, and for reason other than as stated in paragraph 3, then you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.

3. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you be surrendered; (i) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired, or (j) Other Conditions:

4. **You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond including, but not limited to, the following:** (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery), plus any out of pocket expenses, (c) any and all extradition costs that may be incurred to apprehend and return you, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or its producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.

5. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or state law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.

6. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of your bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (a) Surety, at its discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (f) **YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD;** and (g) all questions relating to location capability should be directed to Surety.

7. If you leave the State, subject to applicable law, you waive any right to extradition proceedings and consent to the application of such force as may be necessary to return you to Surety and the court where the Bond was posted.

8. You hereby acknowledge and agree that neither the Surety nor any of its agents, producers, designees or representatives has recommended or suggested any specific attorney or firm of attorneys to represent you in any capacity.

9. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof). Surety may assign any of its rights herein or arising out of any of the transactions contemplated hereby to any party including, without limitation, any of the Surety's agents, producers, designees or representatives ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by Surety, Assignee shall have the right to enforce in any action or proceeding any of Surety's rights herein or arising out of any of the transactions

contemplated hereby, and you shall not, and expressly waives any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action or proceeding.

#### **ALABAMA RESIDENTS**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

#### **ARKANSAS RESIDENTS**

Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### **FLORIDA RESIDENTS**

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 is guilty of a felony of the third degree.

#### **LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

#### **MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of - defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

#### **MARYLAND RESIDENTS**

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### **NEW JERSEY RESIDENTS**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

#### **NEW MEXICO RESIDENTS**

**ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.**

#### **NEW YORK RESIDENTS**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

#### **OHIO RESIDENTS**

Any person who, with intent to defraud or knowing that he 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.

#### **OKLAHOMA RESIDENTS**

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

#### **PENNSYLVANIA RESIDENTS**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person criminal and civil penalties.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature of Defendant \_\_\_\_\_

<b>SURETY:</b>  Bankers Insurance Company 11101 Roosevelt Blvd. N. St. Petersburg, FL 33716 800-627-0000	<b>BAIL PRODUCER:</b> [stamp must include name, address, phone no. and license no.]  A. Cantu Bail Bonds 1506 W. Pecan Blvd. McAllen, Texas 78501 956-631-8661 LICENCE# 771
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**TEXAS ADDENDUM  
TO  
BAIL BOND APPLICATION AND AGREEMENT**

This Texas Addendum ("Addendum") is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant ("Agreement") and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

1. If you are surrendered and you or an attorney representing the state or an accused in the case determines that a reason for the surrender was without reasonable cause, such person may contest the surrender in the court that authorized the surrender. If the court finds that a contested surrender was without reasonable cause, the court may require the Surety or bail producer to refund all or part of the fees paid for the execution of the Bond.
2. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.
3. This Addendum shall be attached to every Bail Bond Application and Agreement entered into in the State of Texas.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature of Defendant \_\_\_\_\_

Printed Name of Defendant \_\_\_\_\_