



200 Park Ave., Ste 400
Orange Village, OH 44122
(440) 995.1420 (216) 938.6952 FAX

| | | | |
|------------------|-----------------|---|------------------|
| D.O.B. _____ | Sex _____ | APPLICATION AND AGREEMENT FOR SURETY BAIL BOND | Exec. Date _____ |
| Race _____ | Moustache _____ | | Arr. Date _____ |
| Height _____ | Weight _____ | | Booking # _____ |
| Hair _____ | Eyes _____ | | Where Held _____ |
| I.D. Marks _____ | Glasses _____ | Where Born _____ | Arr. By _____ |
| S.S. # _____ | D.L. # _____ | | F.B.I. # _____ |

| | |
|--------------------|---|
| Booking Name _____ | A.K.A. _____ |
| Charges _____ | Case # _____ Date to Appear _____ Time _____ |
| Court _____ | Jud. Dist. _____ Div. or Dept. _____ County _____ |

| | | | |
|------------------------------|---------------------|-------------------------|--------------------------------------|
| St. Add. _____ | City _____ | Phone _____ | How Long _____ |
| Former Add. _____ | City _____ | State _____ | How Long _____ |
| Years in City _____ | County _____ | State _____ | Last County _____ Last State _____ |
| Employed By _____ | Occupation _____ | Work Phone _____ | How Long _____ |
| Employer's Add. _____ | Superior _____ | Mo. Income _____ | Shift _____ |
| Previous Employer _____ | Address _____ | City _____ | When _____ |
| Previous Arrest Charge _____ | Court _____ | County _____ | When _____ |
| Disposition _____ | Previous Bail _____ | With Who _____ | Amount \$ _____ Case Pending ? _____ |
| On Probation? _____ | Where _____ | Probation Officer _____ | |
| Vehicle – Make _____ | Model _____ | Year _____ | Color _____ License # _____ |
| Military Branch _____ | Serial # _____ | Discharge Date _____ | Union _____ Local # _____ |
| Credit Ref. & Acct. #s _____ | | | |

| | | | |
|-------------------------------|----------------|----------------------------|-----------------------------|
| Spouse _____ | Add. _____ | Phone _____ | How Long _____ |
| Employed By _____ | Add. _____ | City _____ | Work Phone _____ |
| Occupation _____ | Superior _____ | Mo. Income _____ | How Long _____ |
| Married? – When _____ | Where _____ | Spouse's Maiden Name _____ | D.O.B. _____ |
| Spouse's Vehicle – Make _____ | Model _____ | Year _____ | Color _____ License # _____ |
| Previous Spouse _____ | Add. _____ | City _____ | Phone _____ |
| Children – Name & Age _____ | | School _____ | |
| Mother _____ | Add. _____ | City _____ | Phone _____ |
| Father _____ | Add. _____ | City _____ | Phone _____ |
| Spouse's Mother _____ | Add. _____ | City _____ | Phone _____ |
| Spouse's Father _____ | Add. _____ | City _____ | Phone _____ |
| Def. Brother _____ | Add. _____ | City _____ | Phone _____ |
| Def. Sister _____ | Add. _____ | City _____ | Phone _____ |
| Defendant's Attorney _____ | City _____ | Phone _____ | |

| | | | |
|------------------------------|---------------------|-------------------|------------------------------------|
| Indemnitor _____ | Add. _____ | City _____ | Zip _____ |
| Social Security # _____ | D.L. # _____ | D.O.B. _____ | Relation to Def. _____ Phone _____ |
| Employed By _____ | Add. _____ | Phone _____ | |
| Occupation _____ | How Long _____ | Superior _____ | Monthly Income _____ |
| Bank _____ | Branch _____ | Account # _____ | Type _____ Balance _____ |
| Spouse _____ | Add. _____ | Phone _____ | |
| Employed By _____ | Add. _____ | Phone _____ | |
| Occupation _____ | How Long _____ | Superior _____ | Monthly Income _____ |
| Vehicle – Make _____ | Model _____ | Year _____ | Color _____ License # _____ |
| Registered Owner _____ | Legal Owner _____ | Liens _____ | |
| Real Property _____ | In Who's Name _____ | How Long _____ | |
| Lot _____ | Block _____ | Tract _____ | Maps in Book _____ Page _____ |
| Value _____ | Equity _____ | Financed By _____ | A.P. No. _____ |
| Credit Ref. & Acct. #s _____ | | | |

I certify that the above is true and correct. I further understand this is an application for a type of credit, and authorize review of my credit history via credit reporting agency checks.

| | | |
|--|--|--|
| _____ | DATE | SIGNATURE OF INDEMNITOR |
| STATEMENT OF INFORMATION REQUIRED BY SECTION 2100, CALIFORNIA REGULATORY CODE, AND WHICH MAY BE REQUIRED IN OTHER STATES. | | |
| 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 and commission paid |
| Writ | 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 and attach statement. | |

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

BAIL BOND INDEMNITY AGREEMENT

The undersigned, called "First Party," make application to _____ called "Second Party," for execution by CONTINENTAL HERITAGE INSURANCE COMPANY, a corporation call "Surety" of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$ _____ for _____ called "Principal," and in consideration of the Second Party arranging for execution of continuance of the Bail Bond, First Party does jointly and severally agree as follows:

- FIRST: To pay Second Party \$ _____. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his/her bail reduced, or his/her case dismissed, shall not obligate the return of any portion of said premium.
- 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 substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party in accordance with regulations of the Insurance Commissioner in effect at the time of 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 of 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 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).
- 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, 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 Second Party or Surety immediately upon demand after entry of forfeiture, pursuant to California Penal Code, Section 1306.
- 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 Surety is authorized to lawfully levy upon said collateral in the manner provided by law to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the herein above 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 herein above 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 occasion when the presence of the Principal in Court is lawfully required without returning all premium paid thereof, 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 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 her on this application to be true, and we agree to advise Second Party of 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.
- 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 if set forth in the Application for Bail (which Application is made a part hereof by reference as through 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. In 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 _____ | | HOME PHONE _____ | WORK PHONE _____ |
| NAME _____ | ADDRESS _____ | CITY _____ | ZIP _____ |
| EMPLOYER _____ | ADDRESS _____ | CITY _____ | ZIP _____ |
| DMV I.D. _____ | S.S. NO. _____ | DATE OF BIRTH _____ | |

| | | | |
|-----------------|----------------|---------------------|------------------|
| Indemnitor | | | |
| SIGNATURE _____ | | HOME PHONE _____ | WORK PHONE _____ |
| NAME _____ | ADDRESS _____ | CITY _____ | ZIP _____ |
| EMPLOYER _____ | ADDRESS _____ | CITY _____ | ZIP _____ |
| DMV I.D. _____ | S.S. NO. _____ | DATE OF BIRTH _____ | |

PRIVACY NOTICE: We collect personal information about you mainly from applications, forms or information you provide, government agencies, public records and consumer reporting agencies. We will not disclose any non-public, personal information about you except as permitted by law. This means we may disclose information such as your name, address, social security number, premium details, or collateral information to our affiliated companies, bonding agents or parties who perform a business or insurance function for us, insurance regulatory agencies, law enforcement or government authorities, and authorized persons as ordered by subpoena, warrant, court order or as required by law. By law, these disclosures may not be prevented. We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes. We respect your privacy, advise our employees of the importance of maintaining the confidentiality of your information, and maintain physical, electronic and procedural safeguards to protect your information

If you have a complaint, contact the Bail Bond Producer listed at the top of the Agreement. If those discussions have failed to produce a satisfactory resolution to the problem, you may contact the Surety at 800-220-1439, or 200 Park Avenue, Suite 400, Orange Village, OH 44122, or file a complaint with the California Department of Insurance. You may contact the California Department of Insurance Consumer Affairs office at 800-927-4357, www.insurance.ca.gov or 300 Capitol Mall, 17th Floor, Sacramento, CA 95814.