

INDEMNITOR APPLICATION



Date: _____

Full Name: _____ Tel: _____ Cell: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

How long have you lived at current address? _____ Years _____ Months

Rent Own (Specify)

Name of Mortgage Co./Lender: _____ Address: _____

Drivers License No. _____ Social Security No. _____ (Date of Birth): _____

Your Occupation: _____ Name of Company: _____ Business Phone: _____

Marital Status: _____ If Applicable, Spouse Name: _____ Tel: _____

Personal References:

1. Name: _____ Tel: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Name: _____ Tel: _____

Address: _____ City: _____ State: _____ Zip: _____

3. Name: _____ Tel: _____

Address: _____ City: _____ State: _____ Zip: _____

Collateral Provided: _____

Premium Paid: \$ _____ If Any Balance: _____

Paid by Cash Credit Card Money Order Cashier Check

I HEREBY CERTIFY THAT I have provided the above information and freely and voluntarily accept the responsibility as the Indemnitor for the below named Defendant to personally appear in the designated Court on the date and at the time set by the Court. I understand that in the event that Defendant fails to appear in court as required and is not surrendered within SIXTY (60) DAYS, I will be personally responsible to SUNSHINE STATE BAIL BONDS for the full amount of the Surety Bond.

Defendant: _____

Power No(s): _____

Print Name: _____

Witness _____

Indemnitor

Translated from English to Spanish? Yes _____ No _____
Name and address of translator? _____
SWORN TO AND SUBSCRIBED before me this _____ at _____ County, Florida
day of _____ 20 _____

DATE	_____	WITNESS (OPTIONAL)	_____
DATE	_____	(PLEASE PRINT)	_____
DATE	_____	INDEMNITOR	_____
DATE	_____	(PLEASE PRINT)	_____
DATE	_____	AFFIANT	_____

FURTHER AFFIANT SAY NAUGHT

7. THAT _____ HAS NOT INITIATED IN PERSON OR TELEPHONE SOLICITATION AFTER 9:00PM, OR BEFORE 8:00 A.M., IN THE CASE OF DOMESTIC VIOLENCE CASES, AT THE RESIDENCE OF THE DETAINEE OR THE DETAINEE'S FAMILY.
6. THAT I AM AWARE THAT _____ LICENSED TO PRACTICE LAW IN THE STATE OF FLORIDA AND MAY NOT GIVE ME LEGAL ADVICE OR ACCEPT LEGAL FEES AND HAVE NOT ATTEMPTED TO OFFER ME ANY FORM OF LEGAL ADVICE SURROUNDING THE HANDLING OF MY CASE OTHER THAN TO STATE THAT ONLY A LICENSED ATTORNEY FROM THE STATE OF FLORIDA CAN DO SO.
5. THAT TO THE BEST OF MY KNOWLEDGE, _____ OR ANY OF ITS AGENTS HAVE NOT BREACHED ANY ETHICAL DUTIES WITH RESPECT TO THE WRITING OF THIS BOND, SUCH AS WRITING THIS BOND WHEN EITHER I OR A FAMILY MEMBER OR FRIEND HAVE ALREADY LEFT A PREMIUM OR SIGNED AN APPLICATION FOR APPEARANCE BOND WITH ANOTHER BAIL BONDING AGENT OR COMPANY.
4. THAT I HAVE NOT BEEN SOLICITED BY _____ OR ANY OF ITS AGENTS IN THE EXECUTION OF THIS BOND; NOR, HAVE I BEEN COERCED IN THE EXECUTION THEREOF.
3. THAT I HAVE FREELY, VOLUNTARILY, AND INTELLIGENTLY EXECUTED ALL DOCUMENTS WITH RESPECT TO THE BOND EXECUTED ON THE DATE BELOW WITH _____
2. THAT I AM OVER THE LEGAL AGE OF EIGHTEEN (18) YEARS AND HAVE READ ALL DOCUMENTS THOROUGHLY AND I UNDERSTAND THEIR CONTENT AND HAVE OBTAINED A COPY OF ALL DOCUMENTS WHICH HAVE BEEN SIGNED BY ME AND AFFECT THIS BOND.
1. THAT THE BAIL BOND APPLICATION AND SUPPORTING DOCUMENT HAVE BEEN EXPLAINED TO ME AS WELL AS THE CONDITIONS WHICH MAY CONSTITUTE A VIOLATION OR BREACH OF THE BOND.

BEFORE ME THE, UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ AND _____ PERSONALLY KNOWN TO ME AND KNOWN TO BE THE AFFIANT(S) DESCRIBED HEREIN, WHO EXECUTED THE FOREGOING (OR HAS PRESENTED ME WITH PROPER IDENTIFICATION) AND DID TAKE AN OATH, AFFIANT HEREBY DEPOSES AND SAYS:

STATE OF FLORIDA
COUNTY _____

AFFIDAVIT

NAME OF INSURANCE CO.

SIGNATURE OF INDEMNITOR

CASE #

SIGNATURE OF AFFIANT

CASE #

DATE

The Defendant and the Indemnitor(s) agrees and authorizes Sunshine State Bail Bonds, Inc., and/or its agent(s) to view and/or extract and monitor at any time the Defendant's criminal surety bond conditions. In addition the Defendant and the Indemnitor(s) also agrees and authorizes any collection agencies which has been hired by Sunshine State Bail Bonds, Inc., and/or its agent(s) to view and/or extract and monitor at any time the Defendant's and Indemnitor(s) credit history.

1. **IMPORTANT!!! ANY FALSE INFORMATION GIVEN ON YOUR APPLICATION IS A 3rd DEGREE FELONY AND YOU WILL BE CHARGED WITH FRAUD. NO EXCEPTIONS.**
2. It is a direct violation of your bail bond agreement to move from one address to another or to change your telephone number without notifying this office. Should we try to contact you by either method and cannot, this can result in you being re-arrested and returned to jail. This will constitute the surrender of your bail bond and you will be required to bond out again.
3. The defendant must return to: **SUNSHINE STATE BAIL BONDS OFFICE** upon release that same day or the next morning before 12 noon to sign all appropriate paperwork.
4. Any changes on your application must be submitted to us within **24 HOURS**. For example: Address, Telephone Number, and / or Employment.
5. You are not allowed to go out of town without notifying this bail bond office.
6. It is your responsibility to find out when and where your court date will be held. As a courtesy, we will call you with your court date, but it is your responsibility to keep up with your court dates and times. The court does not always notify us of all your court dates. If the Judge tells you to be to court on the following day or the next week or gives you any other court date, you are required to be there and you will not be notified from this office.
7. If you have a misdemeanor or felony case you can call 305.275.1155 and for traffic you can call 305.275.1111 with your case number and it will tell you the date, time, courtroom, what courthouse, and the Judge's name.
8. If you do miss court, please come to our office immediately so we can rest your case. Please come between 9 AM and 5 PM. You have to come in person within **24 HOURS**.
9. It generally takes at least 21 days for our office to receive the original certificate of discharge from the court. **COLLATERAL** cannot and will not be returned until we have the certificate of discharge.
10. It generally takes one week from the date that the certificate of discharge is received for the collateral to be returned. The collateral will only be returned to the person whose name is on the receipt.
11. **The PREMIUM (10% of the bond) is the fee you pay for the execution of the bail bond and is NON-REFUNDABLE.**
12. There will be a \$25.00 service charge for every returned check. There will be no exceptions.

“THINGS YOU SHOULD KNOW ABOUT YOUR BAIL BOND”

BOND CONDITIONS

Sunshine State Bail Bonds
1465 NW North River Drive
Miami, FL 33125
(305)325-8555

(SEAL)

WITNESS

(SEAL)

WITNESS

Witness the due execution hereof as of the date first above written.

- (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 recognition, 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 this Note (hereinafter (Owner) or of the principals 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, renewals or replacements 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 increases, 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 obligations 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 a substitution extension or modification of the existing Bond.

This Note Shall Serve To Secure:

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 hereunder in writing and will such time as same occurs, the note shall remain in full force and effect.

THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL, BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE. THE UNDERSIGNED HAS BEEN REPRESENTED BY AN ATTORNEY, HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER, OR OTHERWISE UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

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 Promissory Note, and that this Note is given to secure advances up to and including _____ Dollars and interest.

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 hereunder in writing and will such time as same occurs, the note shall remain in full force and effect.

THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL, BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE. THE UNDERSIGNED HAS BEEN REPRESENTED BY AN ATTORNEY, HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER, OR OTHERWISE UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

If this note becomes in default and placed in hands of an attorney for collection, the foregoing agrees to pay all attorney's fees and other costs, including appellate fees and costs, and paralegal expenses. In addition it is expressly agreed by the undersigned that venue for any legal action to enforce the terms of this note shall be situated exclusively in the State and Federal Courts of _____ Florida.

The undersigned hereby waives that either is an inconvenient forum, and agrees that all disputes arising hereunder shall be governed by the laws of the State of Florida.

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 Promissory Note, and that this Note is given to secure advances up to and including _____ Dollars and interest.

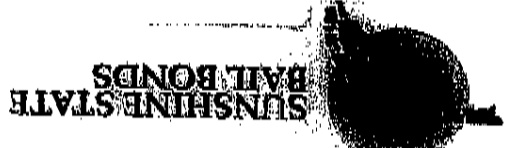
Upon the forfeiture, forfeiture, signature or breach of the surety bond or bonds posted on behalf of _____ defendant (hereinafter Defendant), in Case No. _____ in the Court of _____ County Florida, together with any continuations and modifications, any extensions, substitutions, renewals or appeals thereof (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 cause, with interest thereon at the maximum rate permitted by Florida law from the date of the occurrence of the above stated contingency, until fully paid. All makers or endorser now or hereafter becoming parties hereto, jointly and severally, waive demand, notice of non-payment and protest; waive any right to immunity from any such action or proceeding and waive any immunity of exemption of any property, wherever located, from garnishment, levy, execution, seizure or attachment prior to or in execution of judgment; waive any right to interpose any set-off or non-compulsory counter claim or to plead laches or any statute of limitations as a defense in such action.

For value received, jointly, promised to pay to the order of SUNSHINE STATE BAIL BONDS, INC on demand the principal sum of \$ _____ Dollars at _____ and only if the following stated contingency occurs:

1465 N.W. North River Drive
Miami, Florida 33125

CONTINGENCY PROMISSORY NOTE

DATE



CREDIT CARD AUTHORIZATION

Who's Bond / Bail Agent: Fernando P Date: 1-15-10

Card Holder's Information:

Last Name: _____ First Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Identification No.: _____

Credit Card No.: _____ Expiration Date: _____

CID No.: _____ (these are the three digits located in the back of your credit card)

Defendant's Information:

Last Name: _____ First Name: _____

Jail Location: _____ Bond Amount: \$ 1000

Charges / Fees:

Premium: \$ 100

Misc Fees: \$ 0

Collateral: \$ 1000

Total: \$ 1100

Sunshine State Bail Bonds' Credit Card Fees

The following fee of 3.5% will be imposed on all collateral taken on credit cards (rates subject to change) as stated in Florida Statutes 648.571 3(b)

Florida Statutes 648.571 3(b) Credit Cards Fees For Collateral

The bail bond agent may charge the credit card fee imposed in connection with the use of the credit card for payment of collateral if the fee is clearly shown on the collateral receipt and is acknowledged by the person tendering the credit card.

I have received a copy of Sunshine State Bail Bonds' credit cards fees for payment of collateral.

I the issuer on the credit card identified on this item is authorizing to pay the amount shown as "total" upon proper presentation. I promise to pay such "total" (together with any other charges due there on) subject to and in accordance with the agreement governing the use of such credit card.

Card Holder's Signature _____

Print Card Holder's Name _____

Need a copy of the Card Holder's Driver License and Credit Card. In addition, all bail bonds documents are to be signed by the Card Holder.