

DISCLOSURES

Date _____
Amount of Bond _____
Amount of Annual Premium _____
Amount of Executing Costs _____
Amount Received _____
Balance Due _____
Agent _____ RW _____
Collateral _____ Receipt No. _____
Power # _____

CITY BONDING COMPANY, Inc.

1200 W. 3rd St., Suite 190
Cleveland, Ohio 44113
(216) 696-6966
Fax (216) 696-6354

PREMIUM IS NON-REFUNDABLE

Court _____ CPD NO. _____ Sheriff's No. _____
Charge _____ Court Date _____ Case No. _____
Attorney's Name _____ Phone No. _____

The parties agree that said Appearance Bond is conditioned upon full compliance of the following:
1. Surety shall have control and jurisdiction over the Defendant during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time provided by the law.
2. It is understood and agreed that the happening of any one of the following events shall constitute a breach of the Defendant's obligations to Surety, and
(a) If Defendant shall depart the jurisdiction of the court without the written consent of the court and Surety, or its Agent.
(b) If Defendant shall move from one address to another without notifying Surety, or its Agent in writing prior to said move.
(c) If Defendant shall commit any act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond.
(d) If Defendant is arrested and incarcerated for any offense other than a minor traffic violation.
(e) If Defendant shall make any material false statement in this Application.

Defendant Information

Name _____ Phone No. _____
Address _____ City _____ St. _____ Zip _____
Date of Birth _____ SSN _____
Alias or Nicknames _____
Employer _____ How Long? _____
Spouse's Name _____ Race/Gender _____
Add'l Info _____

Indemnitor Information

Name _____ Relation to Defendant _____
Phone No. _____
Address _____ City _____ St. _____ Zip _____
How Long? _____ Rent _____ Own _____ DOB _____ SSN _____
Employer _____ How Long? _____
Spouse's Name _____ Employment _____

References

1. Name _____ Relation to Deft/Ind _____

Address _____ Phone _____
2. Name _____ Relation to Deft/Ind _____

Address _____ Phone _____
3. Name _____ Relation to Deft/Ind _____

Address _____ Phone _____

YOU ARE ASSUMING SPECIFIC OBLIGATIONS

-- READ CAREFULLY!

-- INDEMNITY AGREEMENT --

This agreement is made by and between the undersigned defendant (or his designee), the Indemnitor(s), and CITY BONDING COMPANY, Inc. through its duty authorized agent _____

WHEREAS,

_____ or is about to become Surety on an appearance bond for defendant in the sum of _____

(\$ _____) by its certain bond executed on the power of attorney number (s) _____

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties jointly and severally agree as follows:

1. That the Indemnitor will have defendant forthcoming before the court named on said bond at the time(s) therein fixed and at such other times as may be ordered by the court.
2. That the Indemnitors agree to pay all premium due.
3. That the Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, reasonable attorney fees, expenses, suits, orders, judgments, or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said bond or undertaking and will upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, reasonable attorney fees, expenses, suits, orders, judgments, or adjudications against it, by reason of its Surety shall be required to ay the same.
4. The Indemnitors agree not to make, or attempt any transfer of property, real or personal, in which they may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the bond referred to herein.
5. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors, assigns and legal representatives.
6. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
7. That the indemnitors' liability to Surety is not limited to the bond referred to herein, but shall apply to all other bonds or undertaking used by Surety at the request of Indemnitors, and Surety's recovery is not limited to collateral but may be taken against other assets of Indemnitors at Surety's option, subject to a final accounting.
8. That Indemnitors obligation and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
9. That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provision of the Agreement.
10. This Agreement shall be construed and enforced under the laws of the State of Ohio. In the event any of the provisions of this Agreement are declared or adjudged to be inconsistent with or contrary to the laws of this State, this Agreement, as to those provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were emitted.
11. The use of the plural herein shall include the singular, Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon indemnitors' heirs, executors, administrators, successors, representatives and assigns.
12. The parties also agree that there shall be a \$29.50 charge for each check returned or dishonored by the bank, whether for insufficient funds or otherwise.
13. The information and conditions contained on the opposite side of this pare are specifically incorporated by references as if fully re-written herein.
14. The indemnitors affirm that all the information provided herein is true and correct to the best of their belief.
15. By signing this Agreement Indemnitor agrees to permit City Bonding and/or its representative access to the residence in which they reside regardless if listed on the original Application. Indemnitor grants full access to said property without resistance and will hold City Bonding and/or its representative harmless.

IN WITNESS WHEREOF, the parities have executed this Agreement this _____ day of _____ 20_____

WITNESS

_____	_____	_____
	Defendant	Indemnitor
_____	_____	_____
	Defendant Address	Indemnitor Address
_____	_____	_____
	Defendant Phone	Indemnitor Phone