

APPLICATION FOR APPEARANCE BOND

VERNON GENERAL INSURANCE COMPANY, Bail Bond Department
5153 N. Shadeland, Indianapolis, Indiana 46226-2603

DEFENDANT _____
AGENT _____
POWER NO. _____
CAUSE NO. _____
EXECUTION DATE _____
CONTACT BY _____
DATE _____ TIME _____
RELATIONSHIP _____

I, the undersigned, do hereby apply to you to act as my surety in the amount of \$ _____
in the _____ Court of _____ wherein I am
charged with _____
and I agree to the following terms and conditions prescribed by Indiana Code.

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance bond no(s). _____ date _____
for which VERNON GENERAL INSURANCE COMPANY or its Agent shall receive a premium in the amount of _____ Dollars (\$ _____)
and the parties agree that said appearance bond is conditioned upon full compliance of all said terms and conditions and is a part of said bond and application therefore.
1. VERNON GENERAL INSURANCE COMPANY, as 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 as provided by law.
2. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Defendant's obligations to VERNON GENERAL INSURANCE COMPANY hereunder, and VERNON GENERAL INSURANCE COMPANY shall have the right to forthwith apprehend, arrest, and surrender Defendant, and Defendant shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of Defendant's obligations hereunder are:
(a) If Defendant shall depart the jurisdiction of the court without written consent of the court and VERNON GENERAL INSURANCE COMPANY, or its Agent.
(b) If Defendant shall move from one address to another without notifying VERNON GENERAL INSURANCE COMPANY 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 the application.

ALL INFORMATION BELOW MUST BE COMPLETED IN FULL, OR DELAY WILL OCCUR
(PLEASE PRINT)

Name of Defendant _____ Nickname/Alias _____

Street Address _____ City _____ St. _____ Zip _____ Phone _____ How Long _____

Former Address _____ How Long _____

Employed By _____ Clock # _____ Dept. # _____ How Long _____

Employer's Address _____ Boss _____ Union Local # _____ Phone # _____

Previous Employment _____ How Long _____

Date of Birth _____ Height _____ Weight _____ Eyes _____ Hair _____ Race _____

Left Handed _____ Right Handed _____ Glasses _____ Dentures _____ Beard/Mustache _____

Identification marks or tattoos _____ Social Security No. _____

Spouse's Employment _____ Address _____ Phone _____

Children: Name and Age _____ School _____

_____ School _____

_____ School _____

Parent's Name _____ Address _____ Phone _____

Spouse's Parents _____ Address _____ Phone _____

Brothers or Sisters _____ Address _____ Phone _____

Brothers or Sisters _____ Address _____ Phone _____

Brothers or Sisters _____ Address _____ Phone _____

Best Friend _____ Address _____ Phone _____

Defendant's Attorney _____ Address _____ Phone _____

Indemnitor's Name _____ Address _____ Phone _____

Indemnitor's Relationship to Applicant _____

Indemnitor's Employment _____ Address _____ Phone _____

Defendant Arrested Before Y/N _____ Convicted Y/N _____ Offense _____ Gallery No. _____

Automobile - Year _____ Make _____ Model _____ Color _____ License No. _____

When and where did you buy car? _____ Amount owing \$ _____ To whom _____

Driver's License No. _____ State _____ Draft Registration No. _____

Are you under any bail bond now? _____ Agent or Surety _____

Remarks: _____

The Defendant hereby warrants that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be relied on fully.

In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue, the State Department of Disability Insurance, the United States Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to VERNON GENERAL INSURANCE COMPANY and its assigns and/or duly authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his or her appearance and or apprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by VERNON GENERAL INSURANCE COMPANY and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of VERNON GENERAL INSURANCE COMPANY and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

Signed and delivered this _____ day of _____ 20 _____

AGENT WITNESS HERE _____
(SIGNATURE OF AGENT)

DEFENDANT SIGN HERE X _____
(SIGNATURE OF DEFENDANT)

INDEMNITOR SIGN HERE X _____
(SIGNATURE OF INDEMNITOR)



VERNON GENERAL INSURANCE COMPANY
BAIL BOND DEPARTMENT
5153 N. Shadeland, Indianapolis, Indiana 46226-2603

DEFENDANT
AGENT
POWER NO.
EXECUTION DATE

INDEMNITY AGREEMENT
(Complete in Full)

Name of Indemnitor, Residence, Social Security No., Employer's Address, Spouse's Name, Employed By, Parents', Name of Co-Indemnitor, Residence, Social Security No., Employer's Address

Table with 3 columns: PERSONAL REFERENCES, WORK OR HOME ADDRESS, PHONE

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY!

THIS AGREEMENT is made by and between the undersigned Defendant, Indemnitors, and VERNON GENERAL INSURANCE COMPANY, its agents and/or assigns through its duly authorized Agent

WHEREAS VERNON GENERAL INSURANCE COMPANY (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become SURETY on an appearance bond for Defendant in the sum of Dollars \$ by its certain bond executed on power of attorney number(s)

- NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:
1. That the Indemnitors 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 will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel 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 funds with the Surety to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same.
3. That the agreement of Indemnity contained in paragraph 2 above shall continue as long as the Surety has any liability or has sustained any loss, upon the bond(s) referred to herein, and the undersigned further agrees not to make any transfer, or any attempted transfer of any of the property, real or personal, in which the undersigned has an interest or in which the undersigned may subsequently acquire any interest, and it is further agreed that the Surety shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of its having executed the Bond(s) referred to herein. It is further agreed that the Indemnity Agreement contained in Paragraph 2 above and the provisions of this paragraph shall be binding upon and apply to any subsidiary, affiliate, parent or related enterprises created or acquired by the undersigned.
4. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall itself be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
5. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond(s) or undertaking herein, without liability to any party.
6. That Indemnitors' liability to Surety is not limited to the Bond(s) referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of the Indemnitors.
7. That Indemnitors obligations and Indemnities as contained herein shall not terminate upon exoneration of the bond(s) 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.
8. 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 provisions of this Agreement.
9. This Agreement shall be construed and enforced under the laws of the State of. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
10. 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, successors, representatives and assigns.

WAIVER AND RELEASE

The undersigned hereby waive any and all rights I/we may have under Title 29 of the Privacy Act, Freedom of Information Act, Title 6, Fair Credit Reporting Act and any such state or local laws.

In addition, I / We hereby authorize and direct our relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue, the State Department of Disability Insurance, the United States Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to VERNON GENERAL INSURANCE COMPANY and its assigns and/or duly authorized representatives. I / We understands that any information obtained will be used for the purpose of securing his or her appearance and or apprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. I / We authorize the use of copies of this document by VERNON GENERAL INSURANCE COMPANY and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of VERNON GENERAL INSURANCE COMPANY and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

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

WITNESSES:
X
X
X
(SIGNATURE OF DEFENDANT)
(SIGNATURE OF INDEMNITOR)
(SIGNATURE OF CO-INDEMNITOR)

STATE OF

COUNTY OF

On this day of 20 before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and thereupon acknowledged to me that executed the same.

My Commission Expires

County of Residence Notary Public

IMPORTANT

(Plain Talk)

I, _____
(Defendant)

1. Will appear in court every time I am told to.
2. Cannot move or leave the county where I was arrested without written permission from the Court and my Bail Agent.
3. Must do everything possible to avoid any further problems while out on this bond.
4. Realize I can go back to jail at any time for any reason.

I, _____
(Indemnitor)

1. Must have _____ in Court each and every time he/she is told to be in Court.
2. Must pay all costs and expenses if _____ has to be put back in jail.
3. May have to pay the full amount of the bond and all expenses.

Witness:

X

Defendant

X

Indemnitor

X

Co-Indemnitor

PROMISSORY NOTE

\$ _____ City and State _____ Date _____

On demand after date, for value received, _____ Promise to pay to the order of
VERNON GENERAL INSURANCE COMPANY, or assigns

_____ DOLLARS,

at _____, with interest thereon at the rate

of _____ per cent, per annum from Call Date until fully paid. Interest payable semi-annually.

The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at _____ per cent, per annum payable semi-annually.

It is further agreed and specifically understood that this note shall become Null and Void in the event the said defendant _____

shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled **and the Surety discharged of all liability thereunder**, otherwise to remain in full force and effect.

X

SIGNATURE OF DEFENDANT

Date _____

X

SIGNATURE OF INDEMNITOR

X

SIGNATURE OF CO-INDEMNITOR

WAIVER AND RELEASE

If I depart the jurisdiction of the Court wherein my bail bond(s) is posted by VERNON GENERAL INS. CO. for any reason, and I am captured by VERNON GENERAL INS. CO and or its Agent, or any law enforcement agency, in a State other than the one in which my bail bond(s) is posted, I hereby agree to voluntarily return to the State of original jurisdiction, and I hereby waive extradition proceedings and further consent to the application of such reasonable force as may be necessary to effect such return.

I hereby waive any and all rights I may have under Title 29 Privacy Act - Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize VERNON GENERAL INS. CO, and/or its Agent, to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental (local, State, Federal), including but not limited to social security records, criminal records, civil records, driving records, telephone records, medical records, school records, workers compensation records, employment records. I authorize without reservation, any party or agency, private or governmental (local, State, Federal), contacted by VERNON GENERAL INS. CO, and/or its Agent, to furnish any and all private and public information and records in their possession concerning me to VERNON GENERAL INS. CO, and/or Its Agent.

Date _____ Signature of Defendant **X** _____

Witness:

_____ (SIGNATURE OF AGENT)