



AMHERST BAIL BONDS

APPLICATION FOR SURETY BAIL BONDS

AMHERST BAIL BONDS

(716) 863-1410

Date: _____
 Defendant: _____ Bond Amount: _____
 Bond Premium: _____ Charge: _____
 Court: _____ Jail: _____

The person(s) signing the reverse side hereof, (the "Undersigned") desires Steven Levy d/b/a Amherst Bail bonds, ("Agent") as agent for Universal Fire & Casualty Insurance Company (the "Surety") to execute, or cause to be executed, an appearance bond for the answer herein is true and complete in all material respects.

DEFENDANT INFORMATION

Name: _____ DOB: _____
 Address: _____ City: _____ Zip: _____
 SSN: _____ Alias or Nicknames: _____
 Employer: _____ Spouse's Name: _____
 Automobile Make: _____ Year: _____ Color: _____ License Plate #: _____
 Height: _____ Weight: _____ Eyes: _____ Hair: _____
 Parents: _____ Address: _____ Phone: _____
 Add'l Info. _____

The Defendant acknowledges the Surety and Agent 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 anytime the Defendant shall depart the jurisdiction of the court without the written consent of the court and Surety or Agent; the defendant shall move from one address to another without notifying Surety or Agent in writing prior to said move; the Defendant shall commit any act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of the Appearance Bond.

INDEMNITOR # 1 – INFORMATION

Name of Indemnitor: _____ DOB: _____
 Address: _____ City: _____ Zip: _____
 How long at current address: _____ SSN: _____ Home Phone No.: _____
 Driver's License No.: _____ State: _____ Annual Income: _____
 Employer's Name & Address: _____
 How Long Employed at Current Employer: _____ Employer Phone No.: _____
 Spouse's Name: _____ Employer: _____

Assets

Automobile – Make _____ Year _____ Color _____ Plate No. _____
 When & where did you buy car: _____ Amount Owning _____
 Home—Own ___ Rent ___; Length of time at present address: _____ Value of Home (if owned): _____
 Amount Owed (if owned) _____ who owns the home _____
 Bank Accounts & Approximate Balances: _____

Debts

Type and amount: _____
 Outstanding judgements: Yes ___ No ___ List: _____

Are you the guarantor upon any other bonds? Are you an endorser upon any note or other obligation? _____

The Indemnitor here by authorizes the Surety and Agent to confirm all information contained in this agreement.

(continued)



AMHERST BAIL BONDS

(716) 634-7521

DEFENDANT: _____
COURT: _____
CHARGE: _____
DATE: _____

INDEMNITOR # 2 – INFORMATION

Name of Indemnitor: _____ DOB: _____
Address: _____ City: _____ Zip: _____
How long at current address: _____ SSN: _____ Home Phone No.: _____
Driver's License No.: _____ State: _____ Annual Income: _____
Employer's Name & Address: _____
How Long Employed at Current Employer: _____ Employer Phone No.: _____
Spouse's Name: _____ Employer: _____

Assets

Automobile – Make _____ Year _____ Color _____ Plate No. _____
When & where did you buy car: _____ Amount Owning _____
Home–Own ___ Rent ___; Length of time at present address: _____ Value of Home (if owned): _____
Amount Owed (if owned) _____ who owns the home _____
Bank Accounts & Approximate Balances: _____

Debts

Type and amount: _____
Outstanding judgements: Yes ___ No ___ List: _____

Are you the guarantor upon any other bonds? Are you an endorser upon any note or other obligation? _____

The Indemnitor here by authorizes the Surety and Agent to confirm all information contained in this agreement.

IN CONSIDERATION OF Agent and Surety arranging for execution or continuance of an Appearance Bond in the penal amount set forth on the reverse side hereof, the Undersigned does jointly and severally agree as follows: 1) The bond premium set on the reverse side hereof is earned upon the release of Defendant. The fact that Defendant may have been improperly arrested, or his bail reduced or his case dismissed, shall not obligate the return of any portion of said premium. 2) To reimburse the Agent and Surety for all expenses arising from the Defendant's failure to comply with any court order or directive, including expenses incurred as a result of searching for, recapturing or returning Defendant to custody, legal fees incurred by Agent or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or judgement entered thereon. 3) To indemnify the Surety and Agent harmless from and against any and all claims, demands, liability, costs, charges, attorney fees, suits, orders, judgements or adjudications whatsoever which agent or Surety shall or may sustain or incur, by reason of Surety and Agent having issued the Appearance Bond, and will, upon demand, pay the Surety and Agent in immediately available funds, the amount to meet all such claims, demands, liability, costs, charges, attorney fees, expenses, suits, orders, judgments or adjudications against them by reason of the issuance of the Appearance Bond before the Agent or Surety is required to pay the same. 4) To pay the Agent or Surety, as collateral upon demand the penal amount of Appearance Bond whenever the Agent or Surety deems such payment necessary to protect the agent 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 the Agent or Surety, is furnished to indemnify against such increase in the bail, the Undersigned will give Agent or Surety on demand such collateral as Agent or Surety deems necessary to indemnify them against such increased bail. 5) To aid the Agent or Surety in securing release or exoneration of the Agent and Surety from all liability under Appearance Bond, including the surrender of Defendant to Court should the Agent or Surety deem such action advisable. 6) That all money or other property which the Undersigned has deposited or may deposit with the Agent or Surety may be applied as collateral security or indemnity for matters contained herein, and the Agent or Surety retains a security interest in said money or property pursuant to Article 9 of the Uniform Commercial Code. To accomplish the purposes contained herein, the Agent and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses. If collateral received by the Agent 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 the Agent or Surety for unpaid premium for the hereinabove charges. 7) The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Agent and the Surety shall not be first obliged to proceed against the Defendant before having recourse against the Undersigned or any one of them, the Undersigned hereby expressly waiving the benefits of law requiring the Agent or the Surety to make claim upon or to proceed or enforce its remedies against the Defendant before making demand upon or proceeding and/or enforcing its remedies against any one or more of the Undersigned. 8) In making application for the Appearance Bond the Undersigned warrants all statements made him or her are true, and the Undersigned agrees to advise Agent and Surety of any change, including but not limited to change of address or employment of either the Defendant or of any of the Undersigned, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the Undersigned agrees that any failure to so notify shall be reasonable cause for the immediate surrender of Defendant. 9) This agreement shall be construed in accordance with New York law without regard to its principles of conflicts of laws, and any action brought with respect to this Agreement shall be venued in Erie County. If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, executors and administrators. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed a waiver of any subsequent of the same or any other provision hereof.

IN WITNESS WHEREOF, the Undersigned represents: I have read this Agreement and the Financial Statement set forth on the reverse side, I know the contents thereof, that I hereby acknowledge receipt of a copy of said Universal Fire & Casualty Insurance Company Agreement, that I am the true and lawful owner of the property, whether real or personal, which is set forth in the Financial Statement and that I own such property free and clear of all liens or encumbrances except as expressly set forth on the reverse side, and I further promise not to transfer or encumber any of said property until my liability hereunder has been released. I understand the Agent and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me.

Date: _____

X _____
Signature of Indemnitor

X _____
Signature of Indemnitor

X _____
Signature of Defendant

