

PALMETTO SURETY CORPORATION

75 Port City Landing, Suite 130 • Mt. Pleasant, SC 29464

FINANCIAL STATEMENT AND INDEMNITY AGREEMENT

AGENT _____

POWER NO. _____

CASE NO. _____

EXECUTION DATE _____

NAME OF INDEMNITOR _____ PHONE _____ DATE OF BIRTH _____
FIRST MIDDLE LAST
RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____
SOCIAL SECURITY NO _____ E-MAIL _____ PHONE _____
EMPLOYED BY _____ ADDRESS _____
SPOUSE'S NAME _____ DATE OF BIRTH _____ E-MAIL _____
EMPLOYED BY _____ ADDRESS _____
PARENTS _____ ADDRESS _____

PERSONAL REFERENCES	WORK OR HOME ADDRESS	PHONE
1.		
2.		
3.		

ASSETS		LIABILITIES	
Cash in _____, Bank \$ _____	Money Borrowed on Notes _____	\$ _____	\$ _____
Stocks, bonds, mortgages (market value): _____ \$ _____ _____ \$ _____			
Real estate, the title to which is in my name alone: A. _____ \$ _____ B. _____ \$ _____	Mortgages on real estate scheduled opposite: A. _____ \$ _____ B. _____ \$ _____		
Accounts receivable _____ \$ _____	Accounts Payable _____	\$ _____	\$ _____
Other assets (in detail) _____ \$ _____	Other Liabilities (in detail) _____	\$ _____	\$ _____
Total Assets \$ _____	Total Liabilities \$ _____		

The make of the above statement hereby authorizes the Surety to confirm the bank balances claimed and all other items comprising said statement.

**YOU ARE ASSUMING SPECIFIC OBLIGATIONS – READ CAREFULLY!
INDEMNITY AGREEMENT**

THIS AGREEMENT is made by and between the undersigned Defendant, Indemnitors, and Palmetto Surety Corporation through its duly authorized Agent

WHEREAS, Palmetto Surety Corporation (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:
- For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the surety company or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance.
 - 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.
 - That the Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, suits, orders, judgements, 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, suits, orders, judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same.
 - 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 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 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 enterprised created or acquired by the undersigned.
 - 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.
 - 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.
 - That Indemnitors' obligations 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, in any way related thereto.
 - That the waiver by Surety of any breach of any term or conditions 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 the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
 - This Agreement shall be construed and enforced under the laws of the State of North Carolina. 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.
 - 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.

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

WITNESSES: _____ X _____
SIGNATURE OF DEFENDANT
_____ X _____
SIGNATURE OF INDEMNITOR
_____ X _____
SIGNATURE OF CO-INDEMNITOR

STATE OF _____
COUNTY OF _____

On this _____ day of _____, _____, 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 _____ Notary Public

PALMETTO SURETY CORPORATION

75 Port City Landing, Suite 130 • Mt. Pleasant, SC 29464

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POWER NO. _____

CASE NO. _____

EXECUTION DATE _____

NAME OF INDEMNITOR _____ PHONE _____ DATE OF BIRTH _____

FIRST MIDDLE LAST

RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY NO _____ E-MAIL _____ PHONE _____

EMPLOYED BY _____ ADDRESS _____

SPOUSE'S NAME _____ DATE OF BIRTH _____ E-MAIL _____

EMPLOYED BY _____ ADDRESS _____

PARENTS _____ ADDRESS _____

PERSONAL REFERENCES	WORK OR HOME ADDRESS	PHONE
1.		
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Total Assets \$ _____	Total Liabilities \$ _____

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

1. For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the surety company or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance.
2. 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.
3. That the Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, suits, orders, judgements, 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, suits, orders, judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same.
4. 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 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 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 enterprised created or acquired by the undersigned.
5. 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.
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 Indemnitors' obligations 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, in any way related thereto.
8. That the waiver by Surety of any breach of any term or conditions 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 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 North Carolina. 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.

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

WITNESSES:

X _____
X _____
X _____

SIGNATURE OF DEFENDANT
SIGNATURE OF INDEMNITOR
SIGNATURE OF CO-INDEMNITOR

STATE OF _____
COUNTY OF _____

On this _____ day of _____, _____, 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 _____

Notary Public

APPLICATION FOR APPEARANCE BOND
PALMETTO SURETY CORPORATION

75 Port City Landing, Suite 130 • Mt. Pleasant, SC 29464

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 the State Insurance Department.

DEFENDANT _____
AGENT _____
POWER NO. _____
CASE NO. _____
EXECUTION DATE _____
CONTACTED BY _____
ADDRESS _____
DATE _____ TIME _____
RELATIONSHIP _____

Terms and Conditions continued on back of form.

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance bond No. _____ date _____ for which
PALMETTO SURETY CORPORATION 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 therefor.

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

Name of defendant _____ Nickname/Alias _____
Street address _____ City _____ St. _____ ZIP _____ How Long _____
Former address _____ How Long _____
Phone _____ Defendant E-mail _____
Employed by _____ Boss _____ How Long _____
Employer's address _____ 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's Name and Ages _____ 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: _____
Defendant Arrested Before _____ Convicted _____ Offense _____
Automobile - Year _____ Make _____ Model _____ Color _____ License No. _____
When and where did you buy car? _____ Amount owing _____ To whom _____
Driver's License No. _____ State _____
Social Media Login _____ Password _____
Are you under any bail bond now? _____ Agent or Surety _____
Remarks: _____

The Defendant hereby affirms 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 Palmetto Surety Corporation 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. The Defendant hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document Palmetto Surety Corporation and its assigns and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of Palmetto Surety Corporation 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 _____, _____

AGENT WITNESS HERE _____

NAI-14s

(SIGNATURE OF AGENT)

DEFENDANT SIGN HERE **X** _____

(SIGNATURE OF DEFENDANT)

Mailing Address _____

TERMS AND CONDITIONS CONTINUED

1. PALMETTO SURETY CORPORATION, a 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. PALMETTO SURETY CORPORATION or its Agent has the right to use special technology in order to track a Defendant for the duration of this bond. This could include, but not limited to phone tracing and GPS monitoring.
3. In the event surrender of Defendant is made prior to the time set for Defendant's appearances, and for reason other than as enumerated below in paragraph 4, then Defendant shall be entitled to a refund of the bond premium.
4. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Defendant's obligations to PALMETTO SURETY CORPORATION hereunder, and PALMETTO SURETY CORPORATION 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) Willfully fails to pay the premium to the surety or willfully fails to make a premium payment under the agreement specified in G.S. 58-71-167.
 - (b) Changes his or her address without notifying the surety before the address change.
 - (c) Physically hides from the surety.
 - (d) Leaves the State without the permission of the surety.
 - (e) Violates any order of the court.
 - (f) Fails to disclose information or provides false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any State or federal court.
 - (g) Knowingly provides the surety with incorrect personal identification, or uses a false name or alias.



PALMETTO SURETY CORPORATION

www.palmettosurety.net
Office: 843-971-5441
Fax: 843-971-5419

PROMISSORY NOTE

\$ _____ City and State _____

On demand after date, for value received, _____ Promise to pay to the order of PALMETTO SURETY CORPORATION or assigns

_____ DOLLARS, at _____

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

Date _____ SIGNATURE OF DEFENDANT _____ SIGNATURE OF INDEMNITOR _____ SIGNATURE OF CO-INDEMNITOR _____

PRESS HARD

AGENCY



COLLATERAL RECEIPT

No. -

Receipt Date: _____

1. COLLATERAL RECEIVED (Describe in detail):

- Contingent Promissory Note Indemnity Agreement Contingent Mortgage Agreement

2. Cash Check Money Order Credit Card - Amount \$ Other/See Item 1.

3. RECEIVED FROM: _____

4. Address: _____

AS SECURITY FOR BOND(S) For:

5. Defendant: _____ Bond Amt. \$ _____

6. Power # _____ Court: _____

7. Charged with: _____

NOTICE - UNLESS A LEGAL ASSIGNMENT DOCUMENT IS FURNISHED TO THE BONDSMAN, COLLATERAL WILL BE RETURNED ONLY TO THE PERSON(S) NAMED IN ITEM 3 ABOVE. THIS COLLATERAL WILL BE HELD IN THE CUSTODY OF THE BONDSMAN

****FOR ANY COMPLAINTS OR INQUIRIES, CONTACT THE DEPARTMENT OF INSURANCE IN YOUR STATE****

Received By: _____

In Trust for:



PALMETTO SURETY CORPORATION 75 Port City Landing, Suite 130 Mt. Pleasant SC 29464 1-866-372-0827 www.palmettosurety.net

IMPORTANT! Palmetto Surety Corporation accepts and authorizes its representatives to accept only specific forms of collateral as security.

THIS ACCEPTABLE COLLATERAL IS LIMITED TO:

- CASH including cashier's checks, money orders and certified checks; Properly assigned SAVINGS ACCOUNTS represented by passbooks, or properly assigned CERTIFICATES OF DEPOSIT; Properly assigned STOCKS AND BONDS; REAL ESTATE evidenced by properly executed mortgages, deeds of trust or confessions of judgment in accordance with applicable state law.

IMPORTANT! This collateral security agreement should not be used except in conjunction with acceptable collateral. Representatives are not authorized to accept and Palmetto Surety Corporation is not responsible for any type or form of collateral other than collateral enumerated above.

TO DEFENDANT AND INDEMNITOR(S): YOU ARE ENTITLED TO A SIGNED RECEIPT FOR COLLATERAL YOU HAVE GIVEN TO THE BONDING AGENT TO SECURE AND INDEMNIFY THIS BOND PURSUANT TO THE TERMS OF THIS AGREEMENT. ANY PROPERTY DEED OR MORTGAGE MUST BE TAKEN IN THE NAME OF PALMETTO SURETY CORPORATION. BE SURE ALL YOUR COLLATERAL IS ITEMIZED ON YOUR COLLATERAL RECEIPT.

I HAVE (NOT) DEPOSITED COLLATERAL with the Agent for the purpose of this Bail Bond and received Receipt Numbered

AGENT WITNESS HERE _____ Signature of Agent

DEFENDANT/INDEMNITOR SIGN HERE X _____ Signature of Defendant/Indemnitor

Returned Received by _____

Signature of Agent _____