



**Contractual Disclosure & Informational Packet**

<i>DEFENDANT NAME</i>		<i>BOND AMOUNT</i>	\$	<i>BOND PREMIUM</i>	\$
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Any false information given on your application is a **3<sup>rd</sup> DEGREE FELONY** and you will be charged with **FRAUD**.

**RESPONSIBILITIES OF THE SIGNER**

I, Indemnitor/Defendant am responsible for the Defendant and/or Myself to appear in Court every time he or she is ordered to do so by the Courts. I also understand that I am responsible for payment of any court costs for non-appearance/forfeiture. I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such forfeiture occurs and the Defendant is not surrendered to the court within the time prescribed by law, I understand that I am required to **PAY THE FULL AMOUNT OF THE BOND POSTED, including any unpaid bail premium due.** Should State Law supersede this or any part of the agreement, all other terms are still in Fill Force & Effect in accordance with all terms on said Bail Bond Agreement.

**UNDERSTANDING AIDING & ABETTING**

I, Indemnitor/Defendant fully understand that criminal charges of Aiding and Abetting or Accessory can be brought against any person or persons; who helps in the commission of a crime through legal distinctions that vary by State Law. I understand that a person charges with Aiding and Abetting or Accessory is usually not present when the crime itself is committed but has knowledge of the crime before or after the fact. I understand that my assistance in a commission of a crime through advice, actions or financial support will constitute in the filing of criminal charges.

**24 HR- DEFENDANT APPEARANCE WAIVER**

I, Indemnitor understand that the said Defendant mentioned above is **REQUIRED** by Contract to report to **Moya Bail Bonds Inc. within 24 HOURS OF BEING RELEASED** to complete their portion of the Contract and Present Valid Identification.

**INDEMNITOR AFFIRMATION**

I affirm that ALL FOREMENTIONED INFORMATION PROVIDED AND HERD ON THIS DATE OF \_\_\_\_\_ IS TRUE AND CORRECT AND THAT ANY FALSE INFORMATION GIVEN ON YOUR APPLICATION FORMS IS A 3<sup>RD</sup> DEGREE FELONY AND YOU WILL BE CHARGED WITH FRAUD.

**By signing below, I have read and understand the above contract and agree to fulfill all said provisions.**

<i>INDEMNITOR SIGNATURE</i>		<i>INDEMNITOR PRINT</i>	
<i>DEFENDANT SIGNATURE</i>		<i>DEFENDANT PRINT</i>	

**INDEMNITOR AGREEMENT**

I am responsible for the following terms:

DEFENDANT NAME		BOND AMOUNT	\$	BOND PREMIUM	\$
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Please INITIAL boxes below:

The Defendant appearing in Court each and every time ordered to do so.

Payment of Court costs for non-appearance; if the defendant fails to follow any/all instructions of the Court which result in forfeiture of said bond.

If it becomes necessary to apprehend or surrender said Defendant to the Court due to Forfeiture? I as the Indemnitor are responsible for all investigative expenses incurred as a result of such Forfeiture.

If Forfeiture occurs, I give Moya Bail Bonds and/or Agents; the right to search any residence of mine or place of residence, known to be occupied by me for said Defendant.

If Forfeiture occurs and the Defendant is not arrested or surrendered within the time prescribed by law, I am contractually obligated to pay the **FULL AMOUNT OF THE BOND**, including any unpaid premium owed, Court cost's or investigative fee's due.

Moya Bail Bonds **must be notified within 24hrs** of any and all changes of Indemnitor or Defendant address, phone, employment etc...

All Collateral returns must be made within in 21 days of Bond Discharge. All written Contractual/Agreements must be satisfied prior to the return of Collateral. Collateral will not be returned if not picked up within 180 days of the Exoneration of the bond. Collateral will be returned during regular operating hours prescribed by the DOI which is 9am-5pm Mon-Fri.

Once this Bond is executed (paid) and the Defendant is released **PREMIUM is NON REFUNDABLE.**

**By signing below, I have read and understand the above contract and agree to fulfill all said provisions.**

INDEMNITOR SIGNATURE		INDEMNITOR PRINT	
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To Reorder Contact United States Fire Insurance Company (800) 392-1790

Defendant Name: \_\_\_\_\_

Defendant Address: \_\_\_\_\_

Defendant Cell: \_\_\_\_\_

Relationship to Indemnitor: \_\_\_\_\_

### CONSUMER AUTHORIZATION TO RELEASE INFORMATION

I hereby waive any and all rights I have under the Title 29 Privacy Act, the Freedom of Information Act, the Fair Credit Reporting Act, and any such local or state law. I consent to and authorize UNITED STATES FIRE INSURANCE COMPANY and MOYA BAIL BONDS as its agent, to obtain any and all public or private information and/or records concerning myself and/or any minor children I may have, from any party or agency, be it private or governmental (local, state, or federal). This includes, but is not limited to: Social Security records; credit reports; court and incarceration records from criminal, civil, and traffic jurisdictions; telephone records; medical records; school records; worker's compensation and disability records; employment records; and social benefit records. I fully and completely authorize, without reservation, any party or agency, be it private or governmental (local, state, or federal) contacted by said Insurance Co., or its Agent, to furnish to them any and all requested records information in their possession concerning myself and/or any minor children I may have.

#### 1. NAME / ADDRESS / PERSONAL INFORMATION

Name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Current Address \_\_\_\_\_ City, State Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Alt Phone \_\_\_\_\_ Email \_\_\_\_\_

How long have you lived at your current address? \_\_\_\_\_ Do you  Own  Rent  Live with Family  Friends

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Social Security # \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_ Expire Date \_\_\_\_\_ State \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth : City \_\_\_\_\_ State \_\_\_\_\_ Are you a U.S. Citizen?  YES  NO

Car: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Tag \_\_\_\_\_

Employer Name (Do not write "Self") \_\_\_\_\_ Work Phone \_\_\_\_\_ Occupation \_\_\_\_\_  
Length of Employment \_\_\_\_\_ Supervisor Name \_\_\_\_\_ Work Address \_\_\_\_\_

#### 2. MARITAL STATUS Single Married Divorced Separated Widowed Partner /Engaged Roommate

Partner's Name \_\_\_\_\_ Cell Phone \_\_\_\_\_

#### 3. CHILDREN (Includes Minor and Adult Children)

Child's Name \_\_\_\_\_ Age \_\_\_\_\_ Phone \_\_\_\_\_ School/Job \_\_\_\_\_

Child's Name \_\_\_\_\_ Age \_\_\_\_\_ Phone \_\_\_\_\_ School/Job \_\_\_\_\_

#### 4. PERSONAL REFERENCES - ALL 3 MUST BE COMPLETED (Do not use employer or children listed previously)

Name \_\_\_\_\_ Cell Number \_\_\_\_\_

Address \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Cell Number \_\_\_\_\_

Address \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Cell Number \_\_\_\_\_

Address \_\_\_\_\_ Relationship \_\_\_\_\_

Indemnitor Signature \_\_\_\_\_ Date \_\_\_\_\_

Defendant signature \_\_\_\_\_ Date \_\_\_\_\_

# INDEMNITY AGREEMENT

Whereas, UNITED STATES FIRE INSURANCE COMPANY, hereinafter called the "SURETY", and MOYA BAIL BONDS hereinafter called the "SURETY AGENT", at the request of the undersigned and upon security hereof, have or is about to become surety on an appearance bond for

Defendant name - \_\_\_\_\_ in the sum of \_\_\_\_\_ (dollars)

by its certain bond or undertaking, a copy of which is attached hereto and made part hereof:

NOW THEREFORE, in consideration of the execution by the Company of such bond(s) or undertaking, the undersigned do(es) agree and bind themselves, their legal representatives, successors, and assigns, as follows:

1. That the undersigned will have the aforesaid Defendant forthcoming before the above court named in said bond, attached, hereto, at the time herein fixed, and from day to day and term to term thereafter, as may be ordered by said court.
2. That the undersigned will at all times indemnify and save the said SURETY and SURETY AGENT harmless from and against every and all claims, demands, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication, whatsoever which the said SURETY or SURETY AGENT shall or may for any cause, at any time, sustain or incur, by reason or in consequence of the said SURETY or SURETY AGENT having executed said bond or undertaking and will upon demand place the said SURETY or SURETY AGENT in funds to meet every claim, demand, liability, cost charge, counsel fee, expense suit, order, judgment or adjudication against it, by reason of such Suretyship, and before it shall be required to pay same.
3. That the voucher or other evidence of such payment made by the said SURETY or SURETY AGENT, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the property thereof, and as to the extent of the liability thereof to said SURETY.
4. That the said SURETY or SURETY AGENT may withdraw from its Suretyship upon said bond or undertaking at any time that they see fit, as provided by law.
5. That said SURETY shall return this agreement at the time it shall be satisfied if the termination of its liability under said bond or obligation, but shall be retained as security for any liability that may at any time thereafter occur.
6. The undersigned guarantees the payment of every premium on the bond(s) for the above-mentioned Defendant, promptly when due without first requiring SURETY or SURETY AGENT to proceed against the principal.
7. If any sum referred to herein remain unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The SURETY or SURETY AGENT may then foreclose this agreement, not withstanding any exemptions, which may be available by law and shall be entitled to recover forthwith any deficiency, which may occur.
8. Any default of any mortgage on any property pledged as collateral on this/these bond(s) shall permit the SURETY or SURETY AGENT to surrender the Defendant without the return of premium.
9. That the indemnitors liability to SURETY is not limited to the bond referred to herein, but shall apply to all other bonds or undertakings issued by SURETY at the request of the indemnitors.
10. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.

For good and valuable consideration, the undersigned principal hereby agrees to indemnify and hold harmless, the surety company or its agent for all losses not otherwise prohibited by law, or rules of the Department of Financial Services.

## CONTINGENT PROMISSORY NOTE

For value received, the undersigned promises to pay to the order of MOYA BAIL BONDS INC. as agent of UNITED STATES FIRE

INSURANCE COMPANY, (hereinafter "SURETY"), on demand the principle sum of \_\_\_\_\_ dollars *if and only if the following stated contingency occurs:*

Upon the forfeiture, estreature, or breach of the following surety bond(s) \_\_\_\_\_ posted on behalf

of \_\_\_\_\_ (hereinafter "DEFENDANT") in the Circuit/County Court of \_\_\_\_\_ County, Florida, together with a any continuations and modifications, any extensions, substitutions, increments, or appeals thereof (hereinafter "BOND"); or upon payment of any expenses incurred by the SURETY to produce the DEFENDANT before the appropriate court(s) of competent jurisdiction in the above cause, with interest thereon at the rate of *Eighteen Percent*, per annum, from the occurrence of the above stated contingency, until fully paid. All makers or endorsers 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, the foregoing agrees to pay reasonable attorney's fees and all other costs for making such collection. Deferred interest payments to bear interest from maturity at *Eighteen percent* per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become **null and void** at such time as all the obligations under the BOND(S) posted on behalf of DEFENDANT have been fulfilled and the SURETY has been discharged of all liability and duly exonerated thereunder in writing and until such time as same occurs, the note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Indemnity Agreement and Contingent Promissory Note this \_\_\_\_\_ day of, 20

Signature:

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

I hereby certify that this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_ known to me the person(s) described herein and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the form(s) of identification of the above-named person(s) \_\_\_\_\_.

Witness my hand and official seal in the County and State last aforesaid this

\_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public Signature

To Reorder Contact UNITED STATES FIRE INSURANCE COMPANY 800-392-1970

# COLLATERAL RECEIPT

DATE: \_\_\_\_\_ Check box for no physical collateral \_\_\_\_\_ then sign line # 8

1. RECEIVED FROM: \_\_\_\_\_

2. ADDRESS: \_\_\_\_\_

3. PHONE NO'S: HOME \_\_\_\_\_ CELL \_\_\_\_\_ ALT# \_\_\_\_\_

4. The person(s) named on line one (1) above has deposited the collateral or executed the collateral documents checked below:

Indemnity Agreement    Promissory Note    Mortgage Deed and Promissory Note

Monetary: \$ \_\_\_\_\_ by: Cash Check Credit/Debit Card

The above collateral is placed as security on the bond(s) for the following:    Other Collateral: \_\_\_\_\_

5. DEFENDANT: \_\_\_\_\_

6. BOND AMT: \_\_\_\_\_ POWER NO'S: \_\_\_\_\_

7. COURT: \_\_\_\_\_ OFFENSE(S): \_\_\_\_\_

## UNITED STATES FIRE INSURANCE COMPANY

RECEIVED BY: MOYA BAIL BONDS INC. by the surety agent and the surety company named above, the collateral

Attorney in Fact, in Trust for: United States Fire Insurance Co. 11490 Westheimer Rd Suites 300 & 935 Houston, Tx 77077 (800) 392-1790

**NOTE:** Unless a properly drawn, executed, and notarized legal assignment document is accepted and acknowledged listed above will be returned only to the person(s) named on line one (1) above. Collateral, except for those documents the surety must retain as directed by law, will be returned within 21 days after the bail bond(s) has been discharged in writing by the court. The undersigned hereby acknowledge receipt of a copy of this document, a copy of all collateral documents indicated above, and the Informational Notice printed below:

8. X \_\_\_\_\_

Depositor's Signature

## RECEIPT FOR RETURN OF COLLATERAL

The undersigned hereby surrenders the original of this collateral receipt and acknowledges the return and receipt of all collateral listed above. The collateral has been returned in good and sufficient condition and the depositor(s) hereby relieve the surety agent and the surety company from any further liability or responsibility in relation to the collateral.

Date Returned: \_\_\_\_\_ Returned By: \_\_\_\_\_

Received by: \_\_\_\_\_ Received by: \_\_\_\_\_

## INFORMATIONAL NOTICE

### CONDITIONS OF BOND:

1. The SURETY, as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
2. In the event surrender of principal is made prior to the time set for principal's appearances, and for reason other than as enumerated below in paragraph 3, then principal shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to the SURETY hereunder, and the SURETY shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:
  - (a) If principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY or its Agent.
  - (b) If principal shall move from one address to another without notifying the SURETY or its agent in writing prior to said move.
  - (c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
  - (d) If principal is arrested and incarcerated for any other offense other than minor traffic violations.
  - (e) If principal shall make any material false statement in the application.

OTHER CONDITIONS: \_\_\_\_\_

X \_\_\_\_\_

PRINCIPAL'S SIGNATURE

## INDEMNITOR INFORMATION

In addition to the terms and conditions of any Indemnity Agreement or other collateral documents which you have executed this is to notify you that:

1. The Indemnitor(s) will have the defendant(s) forthcoming before the court named in the bond, at the time therein fixed, and as may be further ordered by the court.
2. The Indemnitor(s) is responsible for any and all losses or costs of any kind whatsoever which the surety may incur as a result of this undertaking. There should not be any costs or losses provided the defendant(s) does not violate the conditions of the bond and appears on time at all required court hearings.
3. Collateral will be returned to the person(s) named in the collateral receipt, or their legal assigns, within 21 days after the surety has received written notice of discharge of the bond(s) from the court. It may take several weeks after the case(s) is disposed of before the court discharges the surety bond(s).

## NOTICE OF PRIVACY POLICY

Universal Fire & Casualty Insurance Company (hereunder called the SURETY), is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures the SURETY takes to safeguard that information.

**Who Is Covered?** We provide our Privacy Policy to each customer when they purchase a bail bond through the SURETY. Generally, this means that the Privacy Policy is provided to the customer at the time a bail bond is issued.

**Access to Information** Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration, and accounting

**Information Sharing** Generally, the SURETY does not share nonpublic personal information that it collects with anyone other than its policy issuing agency as needed to issue the bail bond as requested by the customer. The SURETY, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security** The SURETY, at all times strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

## FOR COMPLAINTS OR INQUIRES CONTACT

AGENT: Ilaiza Simonian

AGENCY: Moya Bail Bonds

ADDRESS: 2475 Mercer Ave. Suite 101A W.P.B Fl. 33401 Office # 561-255-7751

Department of Financial Services

Bail Bond Section

200 East Gaines St. Tallahassee, FL 32399-0320

To Reorder Contact UNITES STATES FIRE INSURANCE COMPANY 800-392-1970