

# A & A Bonding Agency, Inc.

320 1st Avenue East  
Hendersonville, NC 28792  
Asheville (828) 255-0197 • Hendersonville (828) 697-1301  
National Watts (800) 753-2245  
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## INDEMNITOR'S APPLICATION FOR APPEARANCE BOND

Applicant please complete all Information below:

DATE \_\_\_\_\_

NAME OF DEFENDANT \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRINT YOUR (Indemnitor) FULL NAME \_\_\_\_\_ AGE \_\_\_\_\_

LIVING ADDRESS \_\_\_\_\_ APT. \_\_\_\_\_ CITY \_\_\_\_\_ PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ APT. \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

HOW LONG HAVE YOU LIVED AT ABOVE ADDRESS \_\_\_\_\_ RENTING OR BUYING \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ DR. LIC. NO. \_\_\_\_\_ STATE \_\_\_\_\_

NAME OF COMPANY EMPLOYED BY \_\_\_\_\_ ADDRESS \_\_\_\_\_

EMPLOYERS PHONE \_\_\_\_\_ EXT. \_\_\_\_\_ POSITION \_\_\_\_\_ HOW LONG EMP. \_\_\_\_\_

SPOUSE'S NAME \_\_\_\_\_ SPOUSE'S EMPLOYMENT (Name of Co.) \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_ EXT. \_\_\_\_\_

LIST PERSONAL REFERENCES:

1) RELATIVE \_\_\_\_\_ ADDRESS \_\_\_\_\_ APT. \_\_\_\_\_ CITY \_\_\_\_\_

PHONE \_\_\_\_\_ EMPLOYMENT \_\_\_\_\_ PHONE \_\_\_\_\_

2) RELATIVE \_\_\_\_\_ ADDRESS \_\_\_\_\_ APT. \_\_\_\_\_ CITY \_\_\_\_\_

PHONE \_\_\_\_\_ EMPLOYMENT \_\_\_\_\_ PHONE \_\_\_\_\_

3) FRIEND \_\_\_\_\_ ADDRESS \_\_\_\_\_ APT. \_\_\_\_\_ CITY \_\_\_\_\_

PHONE \_\_\_\_\_ EMPLOYMENT \_\_\_\_\_ PHONE \_\_\_\_\_

NAME OF BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_ CHECK OR SAVINGS \_\_\_\_\_

WHAT RELATION ARE YOU TO DEFENDANT? \_\_\_\_\_

HOW LONG HAVE YOU KNOWN DEFENDANT? \_\_\_\_\_

LIST PROPERTIES OWNED OR BEING PURCHASED BY YOU \_\_\_\_\_

Street Address or Location where property can be seen \_\_\_\_\_

Legal Description: Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Name of Tract or Subdivision \_\_\_\_\_

Recorded In Volume No. \_\_\_\_\_ Page No. \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

GIVE NAME PROPERTY IS RECORDED IN AT THE COURTHOUSE \_\_\_\_\_

HOW MUCH IS PROPERTY WORTH \$ \_\_\_\_\_ HOW MUCH DO YOU OWE ON YOUR PROPERTY? \$ \_\_\_\_\_

MAKE OF CAR \_\_\_\_\_ COLOR \_\_\_\_\_ YEAR \_\_\_\_\_ LIC. PLATE NO. \_\_\_\_\_ STATE \_\_\_\_\_

I HAVE COMPLETED AND/OR READ THE ABOVE INDEMNITOR'S APPLICATION AND I KNOW THE CONTENTS THEREOF: ALL THE STATEMENTS AND REPRESENTATIONS CONTAINED IN SAID APPLICATION STATEMENT ARE TRUE AND I DO FURTHER VERILY STATE THAT I OWN SUCH PROPERTY INDICATED ABOVE AND I DO HEREBY AGREE THAT THE RECORDING OF A DEED GIVEN BY ME TO THE SURETY WILL CONSTITUTE A LIEN ON THE ABOVE PROPERTY UNTIL ALL MONIES DUE HEREUNDER HAVE BEEN PAID AND ALL LIABILITY TO SAID SURETY COMPLETELY EXONERATED. I FURTHER AGREE THAT I WILL AT ALL TIMES INDEMNIFY AND SAVE THE SAID SURETY HARMLESS FROM AND AGAINST EVERY AND ALL CLAIM, DEMAND, LIABILITY, COST, CHARGE, COUNSEL FEE, EXPENSE, SUITE ORDER JUDGMENT OR ADJUDICATION AGAINST IT, BY REASON OF SUCH SURETYSHIP, AND BEFORE IT SHALL BE REQUIRED TO PAY THE SAME. I DO FURTHER AGREE TO ALLOW SAID SURETY TO PHYSICALLY SEARCH MY HOME OF RESIDENCE, LISTED ABOVE, IN THE CASE SAID DEFENDANT, LISTED ABOVE, FAILS TO APPEAR IN COURT.

READ CAREFULLY BEFORE SIGNING: Signed \_\_\_\_\_ (Seal)

# INDEMNITY AGREEMENT

## READ CAREFULLY • YOU ARE ASSUMING SPECIFIC OBLIGATIONS

Accredited Surety & Casualty Insurance Co. through its agents at A & A Bonding Agency, Inc., in Hendersonville, NC (hereinafter called the SURETY), at the request of the undersigned, and upon the surety hereof, has or is about to become SURETY on an appearance bond for \_\_\_\_\_ (hereinafter called PRINCIPAL) in the sum of \_\_\_\_\_ Dollars by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof;

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by me is hereby acknowledged, the undersigned does hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid forthcoming before the above court named in said bond, attached hereto, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by the said court.
2. That the undersigned & principal shall be held liable jointly and severally for any unpaid bond premium for principal until paid in full.
3. That the undersigned will at all times indemnify and save the said SURETY harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order judgment or adjudication whatsoever which the said SURETY shall or may for any cause at any time sustain or incur, by reason or in consequence of the said SURETY having executed said bond or undertaking, will, upon demand, place the said SURETY 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 the same.
4. The conditions of said Indemnity Agreement provides that as long as there is any liability or loss of any nature whatever to the SURETY upon the bond referred to herein, the undersigned will not make any transfer, or any attempted transfer of any of the property, real or personal, given as security or which the undersigned may subsequently acquire or of any interest therein, 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 said SURETY having executed the bond referred to herein.
5. That the voucher or other evidence of any payment made by the said SURETY, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the propriety thereof and as to the extent of the liability thereof to the said SURETY.
6. That the said SURETY may withdraw from its Suretyship upon said bond or undertaking at any time that it appears to the said SURETY that the said PRINCIPAL does not intend to appear in court as contracted or any of the said Indemnitors becomes insolvent or refuses to cooperate with the said Surety in any manner in connection with said bail bond.
7. That the agreement shall not be returned by the said SURETY at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained for any liability that may at any time thereafter occur. It is also agreed that the SURETY has my permission to obtain any Credit Bureau Report at any time during this obligation. This will be done in accordance with "Consumer Credit Act."
8. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.
9. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing Its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
10. That the undersigned agrees to pay reasonable attorneys fees incurred in the enforcement of this obligation and in the amount of 15 percent of the face principal amount of this agreement.
11. That the said SURETY shall have the right to transfer and assign, in whole or in part, all and every Its rights and obligations under this agreement. Such transfers or assignments may be made either to a corporation, Surety Company, Insurance Company, Individual or group of Individuals, and howsoever made are to be in all things respected and recognized by the undersigned.
12. The undersigned hereby states that the said SURETY or Its duly authorized Agents HAVE NOT recommended or suggested any Attorney or firm of Attorneys to represent the said Defendant.
13. The undersigned hereby acknowledges that this Indemnity agreement sets forth all terms of the agreement between SURETY and the undersigned, and that any statements, representations or affirmations made by the SURETY and Its agents prior to or contemporaneously with the execution of this indemnity agreement are to be or no force and effect whatever in determining the liability of the undersigned under this guaranty.

APPLICANT SIGN HERE

X

\_\_\_\_\_(Seal)  
Full Signature of Applicant

READ CAREFULLY • YOU ARE ASSUMING SPECIFIC OBLIGATIONS

STATE OF NORTH CAROLINA, 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.

\_\_\_\_\_  
Notary Public in \_\_\_\_\_ County, North Carolina