

Civil Court Bond Application

SUBMISSION INSTRUCTIONS:

- 1) Please fill out the form completely, including the “Information Needed” section on this page.
- 2) Please read our Privacy Policy at:
<http://www.southwestbonding.com/privacy.html>
- 3) Use one of the following options to send your application to Southwest Bonding:
 - a) Email your application to Jacki Layfield at: info@southwestbonding.com
 - b) Fax your application to Jacki Layfield at: (817) 796-2637
- 4) We will respond to your request Monday–Friday within 24 hours of receiving your application.

INFORMATION NEEDED:

To complete a submission for a Civil Court Bond please forward the following items:

- 1) A personal financial or business financial statement.
- 2) A copy of the court order &/or judgment for the bond.

If you have any other questions, please feel free to contact us at our Texas location:

Texas

300 Burnett Street #127
Fort Worth, TX 76102
Phone: (817) 509-1511
Fax: (817) 796-2637
info@southwestbonding.com

San Diego

401 West A Street #2230
San Diego, CA 92101
Phone: (619) 231-9522
Fax: (619) 231-9545
sandiego@bondservices.com

Orange County

2700 N. Main St. #1105
Santa Ana, CA 92705
Phone: (888) 558-3007
Fax: (714) 558-8297
orangecounty@bondservices.com

Los Angeles

523 West 6th St. #242
Los Angeles, CA 90014
Phone: (213) 628-2970
Fax: (213) 628-2977
losangeles@bondservices.com

Inland Empire

290 W. Orange Show Rd. #109
San Bernardino, CA 92408
Phone: (909) 890-1409
Fax: (909) 890-4282
sanbernardino@bondservices.com

San Jose

55 South Market St. #1060
San Jose, CA 95113
Phone: (408) 998-5056
Fax: (408) 279-3160
sanjose@bondservices.com

Bay Area / Concord

724 Ferry St.
Martinez, CA 94553
Phone: (925) 370-2330
Fax: (925) 370-2339
norcal@bondservices.com

Sacramento

7221 South Land Park Dr.
Sacramento, CA 95831
Phone: (916) 424-0435
Fax: (916) 424-0437
sacramento@bondservices.com

Arizona

20325 N. 51st Ave. #134
Glendale, AZ 85308
Phone: (623) 362-0601
Fax: (623) 362-2218
az@bondservices.com



Civil Court Bond Application

Type of Bond/Undertaking: _____ Amount: _____
Hearing Date: _____ Case No: _____
Name of Court: _____ Code Section: _____

ATTORNEY INFORMATION:

Attorney representing principal: _____ SBN: _____
Law Firm: _____ Phone No. _____
Address: _____
City _____ State _____ Zip code _____

PRINCIPAL INFORMATION:

Name: _____ Tel. # _____
Address: _____
City: _____ State: _____ Zip Code: _____

IF PRINCIPAL IS AN INDIVIDUAL:

Social Security No. _____ Driver's License # _____ State _____
Your Net Worth _____ Date of Birth _____
Employer _____ Position/If retired, previous position _____
If self employed, explain nature of business _____
Address _____ City _____ State _____ Zip _____
Tel # (____) _____ Length of Employment/Ownership _____
Do you own a home? _____ Do you Rent? _____ Other (explain) _____

IF PRINCIPAL IS A LEGAL ENTITY:

Nature of business _____ Tax ID No. _____
Names of all owners of Business, Residence addresses and Social Security Numbers:

ALL APPLICANTS

Your Bank _____ Bank Account # _____
Bank Address _____

◆ **Attach a copy of the court order &/or judgment for the Bond. This is required for all court Bond submissions. In addition, copies of other court documents as well as financial statements may be required.**
Continued on other side ... ⇨

INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of _____ referred to hereafter as "Surety" issuing the Bond applied for and such other Bond or Bonds as may now or hereafter be required by or on behalf of the Applicant or Additional Indemnitors, herein referred to as "Bond", the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the Bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the Bond on, before or after this date including any modifications, renewals or extensions of the Bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the Bond, or the assets pledged as collateral for the Bond. Privacy Notice: All non-public personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. The undersigned agree to waive notice of the execution of the Bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the Bond that Surety may have or discover prior to or after execution of the Bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such Bond. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
7. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
8. Unless specified by law or stated in the Bond that the Bond cannot be cancelled, Surety may cancel Bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

The Applicant and each Indemnitor agrees that this document and all Bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State Legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulated electronic commerce. Any person who includes false or misleading information in an application for an insurance policy is subject to criminal and civil penalties.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned Bond and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the Bond.

First year's premium is fully earned upon issuance of the Bond.

IMPORATANT SIGNATURE INSTRUCTIONS

- *If an individual or sole owner, applicant must sign as duly authorized representative. Spouse must sign personal indemnity below.*
- If a general partnership, managing member must sign as duly authorized representative.*
- If a corporation, an officer must sign as the authorized representative.*

Signed, sworn to and dated this _____ day of _____, _____.

Applicant: _____ X _____
(Print name exactly as it appears on the bond)

(Print name and title)

Additional Indemnitors (if required):

X _____ X _____

Print name and title

Print name and title

X _____

X _____

Print name and title

Print name and title