

# Bankers Insurance Company

## DISCLOSURE 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 payee 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 obligation 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 the 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 a minor traffic violation.
  - (e) If principal shall make any material false statement in the application.

### OTHER CONDITIONS

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COURT DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PLACE: \_\_\_\_\_  NO DATE SET

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### 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 bonds.

### PRINCIPAL ACKNOWLEDGMENT

I have read and received a copy of this Disclosure Notice. I fully understand and agree that any breach of the conditions listed above may result in my surrender.

\_\_\_\_\_  
PRINCIPAL

### INDEMNITOR ACKNOWLEDGMENT

I have read and received a copy of this Disclosure Notice and understand and agree that should any breach of the conditions listed above occur, I may request/consent that the principal be surrendered by surety and agree to pay all costs incurred by Surety as a result of this undertaking. However, I do understand and agree that the Surety has no legal duty to comply with said request/consent made by Indemnitor.

\_\_\_\_\_  
INDEMNITOR

\_\_\_\_\_  
INDEMNITOR

### FOR COMPLAINTS OR INQUIRIES CONTACT

AGENCY