

# Flournoy Bail Bonds

## ***GUARANTOR INFORMATION***

BOND AMOUNT	FEE	TRAVEL	TITLE DMV	TOTAL
NAME (LAST, FIRST, MIDDLE)			SSN (xxx-xx-xxxx)	DOB (xx/xx/xxxx)
ADDRESS			CITY/STATE/ZIP	PHONE (xxx-xxx-xxxx)
IF LESS THAN 2 YEARS, PREVIOUS ADDRESS			CITY/STATE/ZIP	
RELATIONSHIP TO DEFENDANT			HOW LONG KNOWN?	
EMPLOYER			PHONE (xxx-xxx-xxxx)	SUPERVISOR
EMPLOYER'S ADDRESS			CITY/STATE/ZIP	HOW LONG
SECONDARY EMPLOYER			PHONE (xxx-xxx-xxxx)	SUPERVISOR
SECONDARY EMPLOYER'S ADDRESS			CITY/STATE/ZIP	HOW LONG
<b>BANKING INFORMATION</b>				
CHECKING ACCOUNT: BANK		ACCOUNT #	AVERAGE BALANCE	
SAVINGS ACCOUNT: BANK		ACCOUNT #	AVERAGE BALANCE	
CREDIT CARD TYPE	BANK	ACCOUNT #		
<b>VEHICLE INFORMATION</b>				
MAKE	MODEL		YEAR	
COLOR	LICENSE NO.		STATE	
HOW DID YOU HEAR OF FLOURNOY BAIL BONDS?	LOCAL PHONE BOOK	OTHER		
	REFERRAL BY			
<p>I certify that the information contained herein is true and correct to the best of my knowledge and belief. I agree that the bond may be revoked at any time, with or without notice upon breach of the bond agreement by the Guarantor or the Defendant, and that I may be required to pay Flournoy Bail Bonds the full amount of the bond guaranteed, plus any and all incurred expenses including reasonable attorney fees of two hundred fifty dollars (\$250.00) or 33.3%, whichever is greater. Balances unpaid after 30 days are subject to a service charge of 2% per month (24% per year).</p>				
Signed		, Guarantor	Date (xx/xx/xxxx)	
Signed		, Bonding Agent	Date (xx/xx/xxxx)	

## ***GUARANTOR INFORMATION***

# Flournoy Bail Bonds

## ***DEFENDANT INFORMATION***

BOND AMOUNT	FEE	TRAVEL	TITLE DMV	TOTAL			
NAME (LAST, FIRST, MIDDLE)			SSN (xxx-xx-xxxx)	DOB (xx/xx/xxxx)			
ADDRESS			CITY/STATE/ZIP	PHONE (xxx-xxx-xxxx)			
IF LESS THAN 2 YEARS, PREVIOUS ADDRESS			CITY/STATE/ZIP				
HEIGHT	WEIGHT	RACE	EYES	HAIR	SEX	SCARS-MARKS-TATOOS	OTHER NAME(S) USED
EMPLOYER				PHONE (xxx-xxx-xxxx)	SUPERVISOR		
JURISDICTION OF ARREST							
CHARGE(S)							
<b>REFERENCES</b>							
NAME		ADDRESS		CITY/STATE/ZIP		PHONE (xxx-xxx-xxxx)	
NAME		ADDRESS		CITY/STATE/ZIP		PHONE (xxx-xxx-xxxx)	
NAME		ADDRESS		CITY/STATE/ZIP		PHONE (xxx-xxx-xxxx)	
<b>VEHICLE INFORMATION</b>							
MAKE			MODEL			YEAR	
COLOR			LICENSE NO.			STATE	
<p>I certify that the information contained herein is true and correct to the best of my knowledge and belief. I agree that the bond may be revoked at any time, with or without notice upon breach of the bond agreement by the Guarantor or the Defendant, and that I may be required to pay Flournoy Bail Bonds the full amount of the bond guaranteed, plus any and all incurred expenses including reasonable attorney fees of two hundred fifty dollars (\$250.00) or 33.3%, whichever is greater. Balances unpaid after 30 days are subject to a service charge of 2% per month (24% per year).</p> <p>In addition to the conditions of the bond as outlined by the Commonwealth or Magistrate, I agree that I must notify Flournoy Bail Bonds of any change of my address, employment and telephone number within 24 hours of such change. I further agree that my failure to appear in court at the appropriate time and/or place, or the request of the Guarantor to withdraw from the bond, will constitute a breach of this agreement.</p>							
Signed					, Defendant		Date (xx/xx/xxxx)
Signed					, Bonding Agent		Date (xx/xx/xxxx)

## ***DEFENDANT INFORMATION***

# Flourney Bail Bonds

DCJS #99-176876

P.O. Box 35266 • Richmond, Virginia 23235

On-Call Agent: 370-6307

## BAIL BOND AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is made by and between \_\_\_\_\_ (hereinafter referred to as "Applicant")

with an address of \_\_\_\_\_

and Flourney Bail Bonds a sole proprietor (hereinafter referred to as "Surety") with an address of P.O. Box 35266, Richmond, Virginia 23235.

It appearing that \_\_\_\_\_, Defendant, has been charged

with the offense of \_\_\_\_\_,

in the \_\_\_\_\_ Court of \_\_\_\_\_, Virginia

and is scheduled to appear before the Court on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

at \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. and any and all subsequent dates as directed by the Court.

It also appearing that the above-named defendant is currently being held at \_\_\_\_\_

in connection with the above-referenced charge(s), and that the bail has been set

in the amount of \$ \_\_\_\_\_ (Dollars);

It is, therefore, agreed that the for an in consideration of \$ \_\_\_\_\_ (Dollars),

Surety shall execute a bail bond on behalf of the defendant, the receipt of which is hereby acknowledged.

In the event that the Surety is not discharged from the above-referenced bond within one calendar yar fromthe date of the executiion of this agreement, Applicant hereby promised to cmpensate the Surety with an additional sum equal to 10% of the total bond amount, such sumto be due andowing at the expiration of each and every calendar year following the execution of this Agreement anduntil Surety is discharged from the above-referenced bail bond.

As a specific condition of the Defendant's bond, Applicant (and Applicant on behalf of Defendant) hereby authorizes, covenants and agrees that Surety, and any or all of Suety's agents, independent contractors, employees and/or assigns, shall have and may exercise any and allrights, duties, remedies and powers of arrest and surrender of the Defendant, both inside and outside of the Commonwealth of Virginia, pursuant to §19.2 of the Code of Virginia, 1950, as amended, and any and all parallel laws of arrest and surrender of the state wherein the Defendant is located.

## **Guarantee and Indemnification of Surety**

As additional consideration for Surety's execution of a bail bond on behalf of the Defendant, Applicant (hereinafter referred to as "Indemnitor") agrees:

1. That the bail bond fee is earned, in full, at the time the bail bond is written, and the Indemnitor thereafter has no right to refund of any part of the bail bond fee. If this Defendant violates a condition of his bail bond, the bonding agent may revoke the bail bond without being required to refund any part of the bail bond fee to any person.
2. That the Indemnitor will assure the Defendant's appearance before the appropriate court, as such appearances are required during the time that the bail bond is in effect.
3. That the Indemnitor will at all times indemnify and hold the bonding agent harmless from and against any and all claims, demands, liabilities, charges, recovery fees and costs, bail bond forfeiture, judgments and reasonable attorney's fees which the bonding agent may incur by reason of the bail bond provided for this Defendant.
4. That the Indemnitor shall be responsible for the following fixed rate charges in the event the following applicable services are performed or events occur with regard to the Defendant.
  - (a) show cause issued against bonding company (even if due to court error) – \$300.00
  - (b) court appearance of bonding agent – \$100.00
  - (c) return of Indemnitor's check by bank for any reason – \$75.00 or 10% of check value, whichever is greater
  - (d) substitution of Indemnitor (only if bonding company agrees) – \$100.00
  - (e) bail piece service on Defendant at jail or other place of confinement – \$150.00 plus 40 cents per mile from bonding agent's office to jail and return trip to office
5. That should the Indemnitor seek to be relieved of liability hereunder by requesting bonding company to revoke Defendant's bond, Indemnitor shall, in advance, pay the bonding company a recovery fee, ranging from a minimum fee of \$250.00 to a maximum of 50% of the total bail bond amount, the actual fee charge being based upon the time and effort necessary to recover and surrender the Defendant.
6. That the Indemnitor's obligations hereunder shall continue until such time as the bonding agent is relieved of all duties, demands, liabilities, obligations, costs or expenses which may be or have been incurred as a result of the executed bail bond.
7. Indemnitor hereby waives any and all rights under all state and federal personal Privacy Act provisions and expressly authorizes any private business or governmental agency to release to bonding company or any of its agents any relevant information bonding company shall seek to assist it in evaluating Indemnitor's financial qualifications or fitness to act as Indemnitor.
8. As additional considerations for the above Agreement of the Surety to execute the bail bond described above, the undersigned, as Guarantor and Indemnitor, do unconditional covenant and agree that in the event Surety suffers any loss or liability, including but not limited to, the amount of the bond, reasonable attorney's and private detective or investigative fees, and any related costs and expenses of any nature whatsoever, by reason of its Surety on said bail bond, the undersigned do hereby indemnify and hold Surety harmless from all such loss of liability to the full extent thereof. Reasonable attorney's fees shall be either the sum of \$250.00 or 33.3% of the bail bond amount, whichever is greater.

9. This agreement, and any and all allied documents related to this agreement, shall be construed and enforced under the laws of Virginia, and Chesterfield County shall be proper venue in any and all lawsuits arising out of this agreement. Should any part of this agreement be deemed invalid by any court or other tribunal, the remainder of the agreement shall be considered valid and enforceable.
10. As an express condition of this agreement, Indemnitor agrees to waive his or her homestead exemption as to any debt incurred herein.
11. Where necessary to allow for common construction of the language herein, use of the singular shall include the plural and use of the plural shall include the singular.
12. A photocopy or other duplicate copy of this agreement shall be treated as an original for purposes of enforceability.

IN WITNESS WHEREOF, the undersigned have executed this Guarantee and Indemnification Surety agreement his day and year first written above.

FLOURNOY BAIL BONDS

BY: \_\_\_\_\_

DCJS#: \_\_\_\_\_

\_\_\_\_\_  
 APPLICANT/GUARANTOR

ADDITIONAL BOND CONDITIONS:

\_\_\_\_\_  
 APPLICANT/GUARANTOR

\_\_\_\_\_  
 APPLICANT/GUARANTOR

(If applicable) CERTIFICATION OF TRANSLATOR

I, \_\_\_\_\_

hereby swear or affirm that I accurately translated and fully explained the form to all non-English speaking applicants/guarantors.

\_\_\_\_\_  
 TRANSLATOR