

# General Instructions for Court Bonds (Except Probate) Requirements

**Completed Application** – Please forward the original (signed and witnessed) application.

**Financials** – A current Balance Sheet or Fiscal-Year End accounting must be submitted. If applicant is an individual, please submit a list of all assets and liabilities.

**Collateral** – A Letter of Credit from a bank pre-approved by The Bar Plan is required. The amount of collateral required must be equal to the bond amount plus the additional fee as stated below: **This is the format the Bank will have to follow.**

<b>Bond Amount</b>	<b>Additional Fee added to collateral</b>
Up to \$50,000	An additional \$1,000
\$50,001 - \$250,000	An additional \$5,000
\$250,001 - \$500,000	An additional \$10,000
\$500,001 and up	An additional 5% of the bond penalty

**Pleadings** – Provide a copy of the relevant pleadings. Examples:

Appeal/Supersedeas Bond

Lower Court Judgment

Stay of Execution

Notice of Appeal

TRO/Injunction Bond

Petition for TRO

Petition for Preliminary Injunction

Petition for Permanent Injunction

Replevin Bond

Petition for Replevin

Mechanics Lien Bond

Petition to release the lien and post a bond

Please feel free to mail, fax or e-mail all required information to:

The Bond Department  
1717 Hidden Creek Court  
St. Louis, Missouri 63131  
Fax 888 658-6761  
bonds@thebarplan.com

**The Bar Plan Surety and Fidelity Company**  
**The Bar Plan Mutual Insurance Company**

1717 Hidden Creek Court, St. Louis, Missouri 63131, (314) 965-3333, Fax (314) 965-7812 or  
Toll Free 877-553-6376, Fax (888) 658-6761

***Civil Court Bond Application***  
*Please print legibly or type*

Name of applicant: \_\_\_\_\_

(Mr./Mrs./Ms.)      First Name                      Middle Initial                      Last Name

A/K/A or Alias Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Bond Requested: \_\_\_\_\_ Amount of Bond: \_\_\_\_\_

Name & Address of Obligee: \_\_\_\_\_

(To whom will the bond be given?)

Case Number: \_\_\_\_\_

Has applicant given bond in this case before? Yes ( ) No ( ). If "Yes", give full  
particulars: \_\_\_\_\_

Name of Present or Prior Surety if applicable: \_\_\_\_\_

Bond to be filed in \_\_\_\_\_ Court in the County of \_\_\_\_\_, State of \_\_\_\_\_

Is the Court a State or Federal Court? \_\_\_\_\_

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**If Applicant is an Individual**

Social Security #: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Do you own a home?: \_\_\_\_\_ Rent?: \_\_\_\_\_ Other: \_\_\_\_\_

Are you currently employed?: \_\_\_\_\_

Employer: \_\_\_\_\_

Position/If retired, previous position: \_\_\_\_\_

If self employed, explain nature of business \_\_\_\_\_

Address of Employer: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Length of employment/ownership: \_\_\_\_\_

Have you ever been convicted or pled guilty to a felony? \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

Have you filed for personal bankruptcy?: \_\_\_\_\_ If yes, when?: \_\_\_\_\_

Provide the name of all banks at which you hold accounts.: \_\_\_\_\_

**Attach a copy of the court order &/or judgment for the bond. This is required for all bond submissions.**

**If the applicant is a corporation, please attach a copy of the corporation's financial statements.**

**If the applicant is an individual, collateral is required.**

**Do you understand the first year's bond premium is not refundable? Yes ( ) No ( )**

**Do you understand that the bond is in effect until the Surety receives the Order of Discharge? Yes ( ) No ( )**

**Do you understand that the collateral will be held by the Surety until an Order of Discharge is received at which time the collateral will be released? Yes ( ) No ( )**

**Do you understand the bond premium is to be paid annually? Yes ( ) No ( )**

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### **REQUIRED TO ISSUE BOND**

**PLEASE CHECK BOX TO CHARGE INITIAL PREMIUM**

**Authorization to Charge Credit Card** in the event of **Non-payment** of premiums. The Bar Plan Surety and Fidelity Company and/or The Bar Plan Mutual Insurance Company (herein "The Bar Plan") will continue to provide bonds and service to its clients on a timely basis requiring that guaranteed premiums be paid within 30 days after the issuance of any bond(s) and within 30 days after the date of renewal each year until the Company is furnished by you or your attorney a final discharge of other judgment exonerating the bond or surety in this matter. The authorization information below will be held on file in confidence. The credit card number may be checked for validity before issuance of the bond. No charge will be made unless or until non-payment of premium as described below.

The Bar Plan will hold this authorization information on file until there is a non-payment of premium through normal billing practice. If after a billing cycle of thirty (30) days from the date of issuance of the bond, (specifically the date of execution on the bond form), premium is not received in this office by close of business on the 30<sup>th</sup> day, then you authorize us to charge the card below for "premium(s) due".

Once the "premium(s) due" becomes (31) days late, the card number below may be used to pay the premium for the bond or service which was provided to you The Bar Plan 1717 Hidden Creek Court, St. Louis, Missouri 63131 (877-553-6376).

Applicant agrees that The Bar Plan may pursue all avenues of collection, including retaining collection attorneys and authorizes The Bar Plan to submit credit card charges using the charge card listed below to recover all payments due and all other unpaid amounts due to non-payment of premium.

Card Type:      VISA \_\_\_\_\_      M/C \_\_\_\_\_      AMER EXPRESS \_\_\_\_\_      DISCOVER \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

Card No.: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Security Code \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby declare that I am the holder of the above credit card or have been authorized by the holder of said card to use it to pay premium(s) or services provided by The Bar Plan. I also understand that this credit card may be charged for any future invoice renewal premium(s) that become more than 30 days past due as described above.

### Attorney Information

Attorney for Principal: \_\_\_\_\_  
Law Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
How did you hear about our bond program? \_\_\_\_\_  
Delivery Method...Regular Mail \_\_\_\_\_ or Overnight (at the cost of the client) \_\_\_\_\_

### Agent/Broker Information

Name of Insurance Agent/Broker: **Mary Jones**  
Name of Insurance Agency: **Florida Lawyers Insurance Agency**  
Agent/Broker/Agency Address: **3504 Lake Lynda Drive, Ste. 325A**  
City: **Orlando** State: **FL** Zip: **32817**  
Phone number: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
SS# or FEIN for Payee \_\_\_\_\_ Agent/Broker License #: **D076865**  
Are you paying fees to a subproducer? Y/N \_\_\_\_\_. If Yes, complete supplemental application.

***Note to Agent, Broker and/or Agency: Please submit a current copy of your Agent, Broker and Agency License with Application.***

***Note: If the application is not completed in its entirety, it may cause delay in issuing the bond.***

Collateral is required on most court bonds, the preferred form of collateral is a Letter of Credit. The amount of collateral required must be equal to the bond amount plus the additional fee as stated below:

<b>Bond Amount</b>	<b>Additional Fee added to collateral</b>
Up to \$50,000	An additional \$1,000
\$50,001 - \$250,000	An additional \$5,000
\$250,001 - \$500,000	An additional \$10,000
\$500,001 and up	An additional 5% of the bond penalty

**Anti-Fraud Notice**

**The following disclaimer applies only to applicants in the states of Washington and Florida.**

"Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of third degree."

**Anti-Fraud Warning**

**Applicable to Maine, Tennessee and Virginia Applicants only**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits".

**Anti-Fraud Warning**

**Applicable to New York Applicants only**

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

**Anti-Fraud Notice**

**Applicable to Kentucky Applicants Only**

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime."

**Anti-Fraud Notice**

**Applicable to Ohio Applicants Only**

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

**Anti-Fraud Notice**

**Applicable to New Mexico, West Virginia and Louisiana Applicants Only**

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

**Anti-Fraud Notice**

**Applicable to DC Applicants Only**

"WARNING! It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

**Anti-Fraud Notice**  
**Applicable to Indiana Applicants Only**

"Any person who knowingly, and with intent to defraud an insurer, files a statement of claim containing false presents, incomplete or misleading information commits a felony."

**Anti-Fraud Notice**  
**Applicable to Hawaii Applicants Only**

"For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both."

**Anti-Fraud Notice**  
**Applicable to New Jersey Applicants Only**

"Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

**Anti-Fraud Notice**  
**Applicable to Pennsylvania Applicants Only**

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

**Anti-Fraud Notice**  
**Applicable to Oklahoma Applicants Only**

"WARNING! Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

**Anti-Fraud Notice**  
**Applicable to Colorado Applicants Only**

"It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

**AGREEMENT OF INDEMNITY-PLEASE READ CAREFULLY  
MUST EXECUTE AND FAX BACK PRIOR TO ISSUANCE**

In consideration of the execution by The Bar Plan Surety and Fidelity Company or The Bar Plan Mutual Insurance Company, St. Louis, Missouri (whichever issues or continues said bond being hereinafter called "Company"), of the bond herein applied for, I hereby agree:

1. ***If a claim or demand for performance of any obligation under any Bond is made against Surety, the undersigned shall immediately upon demand deposit with Surety, United States legal currency or cashier's check, as collateral security, in an amount equal to the reserves posted by Surety with respect to such claim(s) or potential claim(s) plus any expense or attorneys' fees. Specific performance of this paragraph shall be a remedy available to Surety.***
2. To pay to the Company the premium for the bond in accordance with the rates filed by the Company in the State where the bond shall be filed and further agree to pay annually in advance thereafter the annual renewal charges which are due and to continue to pay such renewal premium charges which shall be due until satisfactory evidence of the release of the Company from all liability under the bond shall have been furnished to the Company, it being understood the usual evidence required is a release from the court signed by the presiding judge specifically releasing the surety from further liability.
3. To indemnify the Company against all loss, liability, costs, damages, attorney's fees and expenses whatever, which the Company may sustain or incur by reason or in consequence of having executed said bond and in enforcing any of the agreements herein contained.
4. The Company shall have the right, and is hereby authorized but not required, to adjust, settle, or compromise any claim, demand, suit, or judgment upon said bond unless the undersigned shall request the Company to litigate such claim or demand or defend such suit or to appeal from such judgment, and if the undersigned makes such request the undersigned shall deposit with the Company collateral satisfactory to the Company in kind and amount.
5. This Agreement is an instrument executed under seal and will be governed by and construed in accordance with the laws of the State of Missouri. The Company shall have the right to institute any action for collection of any amounts due under this Agreement against Undersigned in the Circuit Court of St. Louis County, Missouri. The Company shall have the right to give notice or to serve process on the Undersigned for the purpose of pursuing any and all remedies against Undersigned in said court. The Undersigned explicitly consents to the jurisdiction and venue of said court. The Undersigned agrees to accept personal service of process with respect to any legal action filed to collect any amounts due under this Agreement.
6. The Company shall have the absolute right to procure its release from said bond under any law for the release of sureties, and the Company is hereby released of and from any damages that may be sustained by me by reason of such release.
7. At any time, and until such time as the liability of the Company is terminated, the Company shall have the right to reasonable access to the books, records, and accounts of the applicant and estate and any bank depository, or other person, firm, or corporation is hereby authorized to furnish the Company any information requested.
8. The above agreements shall bind me and my heirs, executors, administrators, successors and assigns, jointly and severally.
9. Applicant(s) hereby expressly authorize The Bar Plan Mutual Insurance Company or The Bar Plan Surety and Fidelity Company to access his/her/its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Company; (b) for underwriting purposes; and (c) upon receipt of a notice of claim or potential claim, for debt collection.

DISCLOSURE TO APPLICANT given pursuant to the Fair Credit Reporting Act. You are hereby notified that an investigative consumer report including information as to character, general reputation, personal characteristics and mode of living may be obtained by the Company. Upon written request additional information as to the nature and scope of the report, if one is made, will be provided.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**Please Note:**

If Applicant is a **corporation**, corporate name must be signed in full with the officer's name and title on the line below, and the seal of the corporation affixed, properly attested.

If Applicant is a **partnership**, partnership name must be signed and each partner must sign individually.

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**Partnerships:**

Name of Partnership: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Individual and as Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Individual and as Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Individual and as Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Individual and as Partner

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**Corporations:**

Name of Corporation: \_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_,

as President of \_\_\_\_\_

Print Name: \_\_\_\_\_

Corporate Seal:

\_\_\_\_\_  
Licensed Agent, Broker and/or Agency Issuing Bond