

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
BOND WORKSHEET**

**DETAINED ALIEN INFORMATION  
INFORMACION DEL DETENDO**

**Alien "A" File Number:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
(Numero del Caso)

**Date and Country of Birth:** \_\_\_\_\_ / \_\_\_\_\_  
(Fecha y Pais de Nacimiento)

**Date, Place and Manner of Entry:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Fecha, Lugar y Forma de Entrada)

**U.S. Address:** \_\_\_\_\_  
(Direccion en los EEUU)

**Phone:** \_\_\_\_\_ **Bond Amount: \$** \_\_\_\_\_  
(Numero de Telephone) (Cantidad de Fianza \$) **15% of Bond**

**OBLIGOR INFORMATION  
INFORMACION DEL FIADOR**

**Name:** \_\_\_\_\_ **Social Security Number:** \_\_\_\_\_ Relationship to the Alien  
(Nombre) (Numero de Seguro Social)

**Address and Telephone:**  
(Direccion y Telefono)

**Status in the United States:**  **U.S. Citizen**  **Legal Permanent Resident** \_\_\_\_\_  
(Estado Del Fiador) (Cudadano) (Residente Permanente O')

**Government Issued ID and Number:** \_\_\_\_\_  
(Forma de Identificacion y Numero)

**Message for Detainee:** \_\_\_\_\_  
(Mensaje para el Detenido)

**Person Taking Bond:** \_\_\_\_\_ **Sent to Post:** \_\_\_\_\_

# IMMIGRATION BOND INDEMNITY AGREEMENT

## Contact Information

238 Poplar Ave. Memphis, TN 38103  
Tel. 866-569-2190 \* Fax.866-774-9665

RELATIONSHIP \_\_\_\_\_ YEARS KNOWN \_\_\_\_\_ E-MAIL \_\_\_\_\_

YOUR NAME \_\_\_\_\_ DOB \_\_\_\_\_  Own  Rent Landlord Tel. \_\_\_\_\_

ADDRESS \_\_\_\_\_ APT# \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK # \_\_\_\_\_ CELL # \_\_\_\_\_

OCCUPATION \_\_\_\_\_ EMPLOYED BY \_\_\_\_\_ HOW LONG \_\_\_\_\_

EMPLOYERS ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SS# \_\_\_\_\_ DRIVERS LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_

NAME OF SPOUSE \_\_\_\_\_ DRIVERS LICENSE # \_\_\_\_\_ SS# \_\_\_\_\_

SPOUSES' EMPLOYER \_\_\_\_\_ ADDRESS \_\_\_\_\_ WORK # \_\_\_\_\_

REFERENCE \_\_\_\_\_ ADDRESS \_\_\_\_\_ TEL # \_\_\_\_\_

REFERENCE \_\_\_\_\_ ADDRESS \_\_\_\_\_ TEL # \_\_\_\_\_

WHEREAS, Financial Casualty & Surety, Company, a Texas Corporation (hereinafter called the SURETY) at the request of the undersigned, and upon the security Hereof, has, or is about to become SURETY on an immigration bond for \_\_\_\_\_ In the sum of \$ \_\_\_\_\_ Dollars by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof: NOTE: The bond premium rate is 15% percent per annum.

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

1. That the undersigned will have the aforesaid \_\_\_\_\_ forthcoming before the 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 immigration court, U.S. Department of Homeland Security, ICE center and/or Customs official.
2. That the undersigned will at all times indemnify and save Surety or its Agent, harmless from and against every and all claims, demands, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the said SURETY or its Agent 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 or its Agent in funds to meet every claim, demand, liability, cost, interest, charge, counsel fees including bankruptcy attorney fee, expense, collection fee, investigative fee, apprehension, transport, surrender fee, suit order, sheriff fee, breach, judgment, or adjudication against it, by reason of such Suretyship, and before it or its Agent shall be required to pay the same.
3. The condition of said Indemnity Agreement provides that as long as there is any liability or loss of any nature whatsoever 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 any interest therein, and it is further agreed that the SURETY or its Agent shall have a lien upon all property of the undersigned for any sums due it for which it has become, or may become, liable by reason of its having executed the bond referred to herein. A Blanket Power of Attorney is given to the Surety or its Agent and each are authorized to sign whatever legal forms or documents on my / our behalf that are required to fulfill the securing of a lien(s) on any and all my property(s) including but not limited to real property, vacant land, vehicles, boats, planes, stock certificates / accounts, bank accounts or other assets of value.
4. The notice of any bond breach including, INS bond breach form I-323, bond forfeiture notice, voucher or any other evidence of any payment made by the said Surety or its Agent, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the property thereof and as to the extent of the liability thereof to the said SURETY. NOTE: a facsimile or copy of this agreement is considered as if an original for court action.
5. That the said SURETY or its Agent, may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, as provided by law.
6. That the Agreement shall not be returned by the said SURETY or its Agent, at the time it shall be satisfied of the termination of its liability under said bond or obligation by evidence of an INS form I-391, but shall be retained. It is the responsibility of the undersigned to know of all upcoming INS hearing dates and times, also to make certain the above said Alien attends each hearing on time, each and every time.
7. That the failure of any of the undersigned to comply with the provisions of this Indemnity Agreement shall be binding upon the others.
8. 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 and vitiated thereby but shall be construed and endorsed with the same effect as though such provision or provisions were omitted.
9. Indemnitor(s), hereby authorize any person, agency, partnership, or corporation having any information concerning my character and financial reputation to release such information to Financial Casualty & Surety Company, its assigns and/or duly authorized representatives. I hereby release such person, agency, partnership, or corporation from liability which may be incurred in releasing this information to Financial Casualty & Surety Co., its assigns and/or duly authorized representatives.

For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the surety company or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance. I/We have fully read and understood all of the above.

**PLEASE READ BEFORE SIGNING YOU ARE ASSUMING CERTAIN LEGAL OBLIGATIONS.**

IN WITNESS WHEREOF, the undersigned have duly executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
( LS )  
Indemnitor

\_\_\_\_\_  
( LS )  
Indemnitor



# Immigration Bond Payment Form

Toll Free Tel. 1-866-569-2190

Fax# 1-866-774-9665

## ONLINE - FAX CREDIT CARD AUTHORIZATION FORM

Today's Date: \_\_\_/\_\_\_/\_\_\_

Transaction for a Bond on: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Bond Amount: \$ \_\_\_\_\_ City/County/State: \_\_\_\_\_

Amount of Today's Charge: \_\_\_\_\_ \$ \_\_\_\_\_

Name of Card Holder: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Telephone No: \_\_\_\_\_ Cell No. \_\_\_\_\_

Credit Card No: \_\_\_\_\_

Expiration Date: \_\_\_/\_\_\_/\_\_\_ CVV No: \_\_\_\_\_  4 digit Amex 

Card Type: Visa \_\_\_ MC \_\_\_ Discover \_\_\_ Other \_\_\_\_\_

### I hereby authorize the charging of my credit card as indicated.

By signing this credit card authorization form you are also granting us permission to charge your card and the use of your signature on file for any additional charges that may arise in the future pertaining to your obligation/s as an indemnitor for this \$ \_\_\_\_\_ bail bond(s). The undersigned accepts and agrees to all of the bond terms and financial obligations as stated in the bail bond indemnity agreement and acknowledges that they are a part of this credit card authorization form for future charges. I agree to indemnify and hold harmless the surety or its agent for all losses in connection with this bond(s) not otherwise prohibited by law.

**NOTE:** Charges are subject to a processing fee of 3% that will be subtracted from any refund or returns owed, an additional \$150.00 posting/application processing fee may be applied for any cancellation. Premium is fully earned upon the posting of the bond(s) with the jail or court. Also agreed fax or copy of this form is considered as if an original.

### I HAVE READ AND AGREE TO ALL OF THE ABOVE.

Card Holder's Signature: \_\_\_\_\_

Below section to be completed by card merchant agent:

Auth. #: \_\_\_\_\_ Agent: \_\_\_\_\_  
Approval# and/or Invoice# \_\_\_\_\_ Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

\_\_\_\_\_  
Surety Agent / Liable %.

# IMMIGRATION BOND AGREEMENT

This AGREEMENT made between the undersigned \_\_\_\_\_

(Hereinafter called Indemnitor(s) and FINANCIAL CASUALTY & SURETY COMPANY [hereinafter called Company / Surety]).

For INS bond on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, WITNESSETH:

WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the instance of the Indemnitor(s), the bond or undertaking described here, in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the Indemnitor(s) covenant(s) and agree(s) with the Company as follows:

1. The Indemnitor(s) will pay the Company, or its duly authorized agent, premium(s) in the amount of \$ \_\_\_\_\_ per annum.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees, bond breaches, judgments and adjudications against the Company by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Company by reason of execution of such bond or undertaking and any other bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(s) and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees including bankruptcy attorney fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Company at its principal office in the City of Houston, P.O. Box 4479, 77210-4479 of making of any demand or the giving of any notice, or the commencement of any proceeding or the fixing of any liability which the Company may be required to discharge by reason of the execution of any such bond or undertaking.
4. The vouchers, INS bond breach form I-323 or other evidence of payment by the Company, in discharge of any liability under or incurred in connection with any such bond or undertaking, or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Company.
5. In the event the Company executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.
6. The Company shall have the right at any time, without notice to the Indemnitor(s), to transfer and assign this agreement and/or the collateral pledged hereunder, to any Reinsurer, Co-Surety or Insurance Company which may take over and assume, in whole or in part, the obligation of the Company under any such bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral and under this agreement.
7. The Indemnitor(s) agree(s) that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Company to give the Indemnitor(s) notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its rights or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Company may secure and further indemnify itself against loss, damages, and/or expenses in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor(s).
8. The Indemnitor(s) hereby authorize(s) any attorney of any court or record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s) (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said bond or undertaking and for the amount of any and all sums hereinbefore referred to in paragraphs 1, 2 and 7; and to release all error and waive all right to a stay of execution or appeal; and to do and perform all acts and execute all papers in the name of the Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample a manner as the Indemnitor(s) might do if personally present, hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisal or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
10. The Company reserves the right to decline to issue the bond for which application is hereby made and no claim shall be made against the Company in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
11. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on. A facsimile or copy of this agreement is considered as if an original for court action.
12. The Company shall not be first obliged to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit or any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or proceeding and/or enforcing its remedies against any Indemnitor(s).
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on continuance of said bond(s) or undertaking(s), and/or the acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being construed to be commutative and for the sole benefit of the Company, its successors and/or assigns.
14. 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 hereby, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
15. In making application for the hereinabove described Immigration Bond we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

INDEMNITOR \_\_\_\_\_ INDEMNITOR \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_



# Financial Casualty & Surety Company

3131 Eastside Street Suite# 600, Texas 77098

## INDEMNITORS AGREEMENT FOR IMMIGRATION BOND

Alien \_\_\_\_\_ Date \_\_\_\_\_  
 Bond No. \_\_\_\_\_ Case # A \_\_\_\_\_  
 Bond Amount \$ \_\_\_\_\_ Post City/State \_\_\_\_\_  
 Bond Premium \$ \_\_\_\_\_ Agency \_\_\_\_\_

I/we understand that in co-signing this bond for obtaining the release of \_\_\_\_\_ that I/we am responsible for him or her appearing before the Court named in said Immigration bond and/or Department of Homeland Security (DHS), Immigration and Customs (ICE) hearing office each time he or she is so ordered, also I/we understand that I/we am responsible for payment of any Court costs for non-appearance should the alien fail to appear and the bond is ordered beached. Should it become necessary to apprehend and surrender the alien to the Court, I /we understand that I/we am responsible for any and all expenses incurred as a result of such bond breach/forfeiture apprehension costs and further, if such a breach/forfeiture occurs and the alien is not surrendered to Court within the time prescribed by law or in the event that immigration officials cannot accept the alien back into custody, I/we understand that I/we am required to pay the full amount of the bond posted and any unpaid premium, including annual renewal premiums. It is further agreed that the surrendering or a self-surrender of the alien whether or not the bond has been breached does not release I/our obligation to pay the bond. Liability is joint and severable upon each of the below co-signer/s. A bond is considered forfeited and due immediately upon issuance of any bond breach notice including but not limited to an I-323 INS Notice of Immigration Bond Beached form. It is the responsibility of the undersigned to know when and where the alien is required to appear each and every time. Venue of any action on this agreement may be in Shelby County, TN. A facsimile or copy of this agreement is considered as if an original for court action.

Collateral cannot be returned until such time as the Company received written notice from the Court verifying exoneration of the bond evidenced only by an INS I-391 Cancelation of Bond form.

I/we hereby waive any and all rights I/we may have under Title 28 Privacy Act – Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I/we consent to and authorize Financial Casualty & Surety Company, and/or its Agent, to obtain any and all private or Public information and/or records concerning me/us from any party or agency, private or government (local, State, Federal), including, but not limited to, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, employment records. I/we authorize without reservation, any party or agency, private or government (local, State, Federal), contacted by Financial Casualty & Surety Company, and/or its Agent, to furnish any and all private and public information and records in their possession concerning me/us to Financial Casualty & Surety Company, and/or its Agent.

I/we have read the above contract and fully understand it, and agree to fulfill ALL the provision therein .

_____	_____	_____
Indemnitor signature	Print name	Date
_____	_____	_____
Indemnitor signature	Print name	Date
_____	_____	_____
Indemnitor signature	Print name	Date