

General Instructions for Court Bonds (Except Probate) Requirements

Completed Application – Please forward via fax or email a copy of the fully executed bond application to The Bar Plan.

Financials – If applicant is a business, please submit a copy of their audited financials. We will review the audited financials to determine if the collateral requirement can be waived. If applicant is an individual, full collateral is required.

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 must follow.*

Bond Amount	Additional Fee added to collateral
Up to \$\$25,000	An additional \$1,000
\$25,001 - \$50,000	An additional \$2,000
\$50,001 - \$150,000	An additional \$5,000
\$150,001 - \$250.000	An additional \$10,000
\$250,001 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

Premium Payment – An Invoice will be included in your bond package. Please remit payment within 30 days from the issuance of the bond. **If you wish to pay the bond premium via credit card/debit card or echeck, please visit www.thebarplan.com and click on Make a Payment and then choose Court Bonds.**

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

The Bond Department
622 Emerson Rd., Suite 100
St. Louis, Missouri 63141
Fax 888 658-6761
bonds@thebarplan.com

The Bar Plan Surety and Fidelity Company

The Bar Plan Mutual Insurance Company

622 Emerson Road, Suite 100, St. Louis, Missouri 63141, (314) 965-3333, Fax (314) 965-7812 or
Toll Free 877-553-6376, Fax (888) 658-6761

Civil Court Bond Application

Applying for a bond is like applying for credit, therefore, please print legibly or type and make sure all information is complete.

Name of applicant: _____

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

A/K/A or Alias Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

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 _____

If Applicant is an Individual

Social Security #: _____ Birth Date: _____

Marital Status: Single Married Divorced Widowed

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.: _____

Please initial below each statement indicating that you have read and understood each statement.

_____ 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.

_____ I understand the first year's bond premium is not refundable?

_____ I understand that the bond is in effect until the Surety receives the Order of Discharge?

_____ I 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?

_____ I understand the bond premium is to be paid annually?

Attorney Information

Attorney for Principal: _____ Bar #: _____

Law Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No. _____ Fax No. _____

E-Mail Address: _____

How did you hear about our bond program? Please circle one choice below:

Print Ad

Direct Mailer

Conferences/Seminar

Internet/Banner

Prior Use

** Delivery Method....Regular Mail _____ USPS Priority Mail- average 2-5 days (at the cost of the client) _____ or Overnight (at the cost of the client) _____

Overnight Acct # _____

**** The Bar Plan does not guarantee delivery times of third party shippers, i.e. USPS, Fed-Ex or UPS.**

Agent/Broker Information

Name of Insurance Agency: _____

Agent/Broker/Agency Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Fax No.: _____

E-Mail Address: _____

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:

Bond Amount	Additional Fee added to collateral
Up to \$\$25,000	An additional \$1,000
\$25,001 - \$50,000	An additional \$2,000
\$50,001 - \$150,000	An additional \$5,000
\$150,001 - \$250,000	An additional \$10,000
\$250,001 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, Rhode Island 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."

Anti-Fraud Notice
Applicable to Maryland Applicants Only

"Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully 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 Alabama Applicants Only

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

Anti-Fraud Notice
Applicable to Oregon Applicants Only

"Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of insurance fraud and may be subject to prosecution for insurance fraud. In order to deny a claim, the insurer must show it relied on the misinformation and it was either material to the risk assumed or provided fraudulently, which means the misstatements were made with intent to knowingly defraud."

Anti-Fraud Notice
Applicable to Vermont Applicants Only

"Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law."

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 have read, initialed and 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 _____

Applicant's Spouse _____

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.

Partnerships:

Name of Partnership: _____

Witness

As Individual and as Partner

Corporations:

Name of Corporation: _____

Attest:

By:

as President of _____

Print Name: _____

Corporate Seal:

Licensed Agent, Broker and/or Agency Issuing Bond