

# IMMIGRATION BOND INDEMNITY AGREEMENT

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