NEW MEXICO **Court** **Bond Application**

For bonds in excess of $20,000, your submission must include personal financial statements. Please include a copy of the motion, all supporting documents and the court order.

APPLICANT INFORMATION

APPLICANTS NAME: (AS IT IS TO APPEAR ON BOND) ☐ PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC

ADDRESS: (STREET, CITY, STATE, ZIP)

SOCIAL SECURITY OR TAX ID #:	HOME PHONE #: ( )	WORK PHONE #: ( )
ARE APPLICANT AND ALL OWNERS U.S. CITIZENS? ☐ YES ☐ NO	SPOUSE'S NAME:	
BANK NAME AND BRANCH:	ACCT. #:	

BUSINESS INFORMATION

IF APPLICANT IS A BUSINESS, PLEASE LIST:

NAMES OF ALL OWNERS	RESIDENCE ADDRESS	SOCIAL SECURITY #	% OWNERSHIP

ANY APPLICANT, PARTNER OR STOCKHOLDER EVER: (ATTACH EXPLANATION FOR ALL YES ANSWERS).

CONVICTED OF A FELONY? ☐YES ☐NO	CANCELLED BY SURETY? ☐YES ☐NO	PRIOR/PENDING LAWSUITS? ☐YES ☐NO	HAD A BOND CLAIM? ☐YES ☐NO
DECLARED BANKRUPTCY? ☐YES ☐NO	FAILED IN BUSINESS? ☐YES ☐NO	PRIOR/PENDING TAX LIENS? ☐YES ☐NO	

BOND INFORMATION

TYPE OF BOND:	BOND AMOUNT:	EFFECTIVE DATE:

WILL AN INDEMNITY TO SHERIFF BOND BE NEEDED? ☐YES ☐NO (IF YES, PLEASE COMPLETE SEPARATE APPLICATION)

CASE INFORMATION

NAME OF ATTORNEY:	PHONE #: ( )

ADDRESS: (STREET, CITY, STATE, ZIP)

CASE #:	UNDERTAKING OR STATUTE #:

BOND TO BE FILED IN:

COURT OF , STATE OF

COURT ADDRESS: (STREET, CITY, STATE, ZIP)

EXPLANATION OF CASE: (USE ADDITIONAL SHEETS IF NECESSARY).

PRODUCER # OR NAME:	SURETY:	BOND#:

INDEMNITY AGREEMENT

The undersigned hereby declare the above statements are true and correct and made as an inducement for the Surety/Agent, to execute the bond applied for herein and any renewals, continuations, extensions, substitutions or increases thereof. The undersigned, jointly and severally agree: **FIRST: To pay the Surety/Agent in advance the premium for the first year, which is fully earned**, and to pay in advance any renewal or additional premium until the bond is released from all liability; **SECOND:** to indemnify the Surety/Agent against all loss, liability, costs, damages, attorney and collection fees and any other expenses which might be incurred by reason of executing said bond, in prosecuting or defending an action thereon, in obtaining a release, and enforcing this Agreement; **THIRD:** the Surety is authorized to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, and the indemnitors shall deposit sufficient funds with the Surety to satisfy same; **FOURTH:** that in the event of good faith payment, settlement, or compromise, an itemized statement thereof, vouchers or other evidence of payment shall be *prima facie* evidence of the fact of the liability of the undersigned; **FIFTH:** the Surety shall have the absolute right to cancel the bond pursuant to a cancellation clause in the bond or procure its release from said bond under any law governing same and the Surety is hereby released from any damage that might be sustained by reason of such cancellation or release; **SIXTH:** if the bond herein applied for is on behalf of two or more principals, it is agreed and understood the indemnity shall apply and be binding upon the undersigned, regardless of whether the undersigned or any one or more of them, is freed of liability in the cause in which the bond herein applied for is required; **SEVENTH:** if the Surety/Agent commence legal action relative to this agreement, the surety may at its option bring the action in King County, Washington or in an appropriate court having jurisdiction over the parties; **EIGHTH:** To allow the Surety/Agent to obtain credit information on the undersigned for any business purpose relative to this application/indemnity agreement; **NINTH:** if the bond applied for is on behalf of a corporation, the officer signing said agreement shall be individually and personally bound with the corporation to the terms of this agreement; **TENTH:** this agreement may be terminated by the indemnitors upon twenty (20) days written notice sent by registered mail to the Agent or Surety, but termination shall not relieve the indemnitors from any liability that accrued on the bond prior to the effective date of the termination or the release of all liability under the bond if the bond is non-cancelable; **ELEVENTH:** an electronic or facsimile copy of this signed application shall be treated as an original and be admissible as and to the same extent as the original document.

NOTICE: For "Corporations", the President and Corporate Secretary must sign below.

DATED THIS DAY OF ,	NAME OF CORPORATION
ATTESTED BY: (SECRETARY)	SIGNED BY: (PRESIDENT)

STATEMENT OF PERSONAL INDEMNITY

(INDIVIDUAL OWNERS, PARTNERS, CO-SIGNERS, STOCKHOLDERS AND ALL THEIR SPOUSES MUST SIGN BELOW.)

IN CONSIDERATION OF THE EXECUTION BY SURETY OF THE SURETYSHIP HEREIN APPLIED FOR, EACH OF THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREES TO BE BOUND BY ALL OF THE TERMS OF THE FOREGOING INDEMNITY AGREEMENT, EXECUTED BY THE APPLICANT, AS FULLY AS THOUGH EACH OF THE UNDERSIGNED WERE THE SOLE APPLICANT NAMED HEREIN, AND ADMIT TO BEING FINANCIALLY INTERESTED IN THE PERFORMANCE OF THE OBLIGATION WHICH THE SURETYSHIP APPLIED FOR IS GIVEN TO SECURE.

SIGNATURE OF APPLICANT: **X**	PRINT NAME:
SIGNATURE OF APPLICANT: **X**	PRINT NAME:
SIGNATURE OF APPLICANT: **X**	PRINT NAME:
SIGNATURE OF APPLICANT: **X**	PRINT NAME:

First Year's Premium is FULLY Earned at Issuance

FOR BONDS IN EXCESS OF $15,000 ALL SIGNATURES MUST BE NOTARIZED - ATTACH ADDITIONAL NOTARY JURATS IF NECESSARY.

NOTARY ACKNOWLEDGEMENT

On this _____ day of _____, _____ before me personally appeared _____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and he/she/they thereupon duly acknowledged to me that he/she/they executed the same.

Notary Public: _____ State of: _____ County of: _____

NOTARY ACKNOWLEDGEMENT

On this _____ day of _____, _____ before me personally appeared _____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and he/she/they thereupon duly acknowledged to me that he/she/they executed the same.

Notary Public: _____ State of: _____ County of: _____

NOTARY ACKNOWLEDGEMENT

On this _____ day of _____, _____ before me personally appeared _____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and he/she/they thereupon duly acknowledged to me that he/she/they executed the same.

Notary Public: _____ State of: _____ County of: _____