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CERTIFICATION COURSE STUDY MANUAL

VIRTUAL CLASSROOM

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National Surety Association # 370587 Course I. D. # 111438 PL 2-37

Florida Bail Bond Academy

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(LIMITED SURETY AGENT)

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By: National Surety Association #370587 Course # 96360 PL 2-37

Updated 06/30/23

BREAKING NEWS

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Bail Bondsmen Kidnapped and Extorted Inmate, Lawsuit Claims

Jul 10, 2017 – Bankers Surety Services is also named in the lawsuit. They declined to comment when asked about the case. Bail...

<https://www.wmar2news.com> > region

Baltimore bail bonds company sued - WMAR

Nov 20, 2018 – A Baltimore bail bonds company is being sued for allegedly using Maryland state courts while...

<https://www.fox4now.com> > news

Bail bonds owner facing embezzlement charges - Fox 4 News

Apr 25, 2018 – LEE COUNTY, Fla. - The owner of Premier Bail Bonds in Fort Myers was arrested Tuesday on embezzlement and grand theft charges, according to...

Woman Takes on 'Inappropriate and Unlawful' Bail Bond Contracts

Oct 27, 2020 – The lawsuit, filed Tuesday in Alameda Superior Court, is the first of its ... So she headed to Bad Boys Bail Bonds...

Harris County bail reforms at center of political fight in Texas legislature

Mar 3, 2021 – An Austin Bail Bonds II sign near Interstate 35 on Feb. ... Eager to resolve a federal civil rights lawsuit, Texas' most...

Bail bonds business owner and his girlfriend arrested - Ocala Post

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May 3, 2019 – Now, the April 2017 incident at the center of a lawsuit that advocates hope may have sweeping implications for bail...

California Bail Bonds Agency Hit With Class Action Lawsuit

Oct 28, 2020 – A California bail bonds agency is facing a class action lawsuit over claims it fails to inform bond cosigners of their full...

ACLU Says Bail Bonds Amount to Organized Crime in New Suit

Apr 19, 2019 – The American Civil Liberties Union (ACLU) of Montana, a nonprofit legal organization, filed a federal lawsuit Wednesday...

ACLU challenges bail bonds system after bounty hunters charged with assault

May 3, 2019 – Now, the April 2017 incident at the center of a lawsuit that advocates hope may have sweeping implications for bail...

Miami-Dade bondsman charged with forgery - South Florida Business Journal

Oct 3, 2007 – A Miami-Dade County bail bondsman has been arrested and charged with forging court documents, the Office of the Attorney General of Florida ...

<https://www.naplesnews.com> > crime

Bail bonds worker arrested for being convicted felon - Naples Daily News

May 14, 2009 – It is against the law in Florida for a convicted felon to be employed with a bail bond company in any capacity. Arrie Denise Robinson, 46, ...

Florida Bail Bond Academy

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120 HOURS BAIL BONDS PRE-LICENSING COURSE

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As You Grow Older You'll Realize That Entertaining Ignorance Is A Waste Of Time. Time That Could Be Spent On More Productive Things.

STUDENT'S: Don't confuse my personality with my attitude. My personality is who I am. My attitude depends on who you are and how you act towards me

FLORIDA BAIL BOND ACADEMY.

Our mission is to serve the Bail Bond Industry with compelling and essential Bail Bond information, and educational preparation. We aim to provide Bail Bond training, education and services and to become the number one source for Bail Bond education, Information, training and practice.

We cover topics that a student is expected to know to become familiar with in order to pass the surety agent exam, obtain a Temporary Limited surety agent license, and begin working as a limited surety agent. This includes a wide range of fundamental, Statues, Departmental Administrative rules, legal laws and industry practices.

DISCLAIMER

This course is designed as an educational program for a Temporary Limited surety agent license. Florida Bail Bond Academy dose not engaged in rendering legal or other professional advice and the reader should consult legal counsel as appropriate.

We have tried to provide you with the most accurate and useful information possible. However, one thing is certain and that is change. The content of this training guide may be affected by changes in law and in industry practice, and as a result, information contained in this training guide will be updated. This material should be used as a source for bail bond Statues and Departmental Administrative rules matters. Laws and regulations cited in this training guide have been edited and summarized for the sake of clarity. Names and /or businesses used in this training guide are fictional and have no relationship to any person living or dead. This presentation is for educational purposes only.

ABOUT THE INSTRUCTORS

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Mr. Dowston is a national general agent for Palmetto Surety and Surety 3 General Agency and Prior to joining Palmetto Surety and Surety 3 General Agency, Rod was the Co-Founder of Ninpo Surety and I see no problem bail bonds. Rod has been in the bail bond profession since 1990 as a Runner, Surety Agent, Managing General Agent and Fugitive Recovery Agent. He is licensed by the Florida Department of Financial Services (FDFS) as a Managing General Agent, a Limited Surety Agent and is also an approved Instructor of both bail bond agent pre-licensing and bail bond continuing education courses.

Rod is a former law enforcement officer, law enforcement officer Instructor, a licensed private investigator, NRA Instructor, Karate Champion, Karate Instructor and Security Officers Instructor in Florida and Georgia. He has undertaken extensive training in law enforcement, fugitive recovery and self defends and Instructors Training Courses. After being hospitalized and three knee operations. Rod retire after 4 knee operations, you can find Rod fights on YouTube.

In loving memory of Mrs. **Brigette Dowston** Co-founder of Surety 3 General Agency and Florida Bail Bond Academy. Brigette was a Mother, Grandmother, and a Wife to Rod Dowston for 45 years. Brigette decided to study Bail Bonding and interned at Parham Bail Bonds in Miami, Fl. After internship she worked under Rod Dowston before opening No Hassle and No Fault Bail Bonds. Brigette was retired and a volunteer instructor at the Florida Bail Bond Academy before passing in 2021.

CHAPTER 1.

BAIL AS SURETY AND CRIMINAL DEFENDANT'S BOND.

OBJECTIVES:

After the student has completed this chapter, the student gains relevant and should be able to:

Understand the importance of Nebbia hearings.

Identify the types of criminal defendant bonds.

Explain the obligations of each criminal defendant bonds.

1. Bail Bonds.
 2. Appeal Bonds.
 3. Supersede as Bonds.
 4. Habeas Corpus Bonds.
 5. Extradition Bonds.
 6. Civil Contempt Bonds.
 7. Ne Exeat Bonds.
- C. Federal Bonds.

Understand the parties to a contract of surety.

Define the role or the indemnitor to a contract of surety.

Explain the differences between suretyship and insurance.

Understand the importance of the Regulation and regulatory authority.

Importance of Surety Bonds & Insurance Relations.

Understand the importance of Surety Contract.

WHEN YOU OVERTHINK
EVERYTHING YOU END UP
HURTING YOURSELF



UNDERSTANDING THE BAIL BONDS SYSTEM

Originally, money bail was developed in the Anglo-Saxon period in England (410-1066) as a means of settling disputes peacefully. The accused was required to find someone to serve as their surety who agreed to pay the settled amount to the victim if the defendant fled. No money was actually required to be released; a defendant just had to show they would be able to pay the settlement if needed. For hundreds of years, friends and families served as sureties for those accused of crime. Around the 1900s, this started to change. In England as well as the United States, industrialization led to more people on the move. No longer was it as easy for people to find relatives to act as sureties, and there were even more opportunities for people to skip town rather than stick around for a verdict.



Around 1898 the first commercial bondsmen started up shop in San Francisco, and commercial bail business quickly caught on across the country.

In England, sheriffs originally determined whether to grant bail to criminal suspects. Since they tended to abuse their power, Parliament passed a statute in 1275 wherebyailable and non-ailable offenses were defined. The King's judges often subverted the provisions of the law. It was held that an individual may be held without bail upon the Sovereign's command. Eventually, the Petition of Right of 1628 argued that the King did not have such authority. Later, technicalities in the law were exploited to keep the accused imprisoned without bail even where the offenses wereailable; such loopholes were for the most part closed by the Habeas Corpus Act 1679. Thereafter, judges were compelled to set bail, but they often required impracticable amounts. Finally, the English Bill of Rights (1689) held that "excessive bail ought not to be required."

However, the English Bill of Rights did not determine the distinction betweenailable and non-ailable offenses. Thus, the Eighth Amendment has been interpreted to mean that bail may be denied if the charges are sufficiently serious.

The Supreme Court has also permitted "preventive" detention without bail. In United States v. Salerno, 481 U.S. 739 (1987), the Supreme Court held that the only limitation imposed by the Excessive Bail Clause is that "the government's proposed conditions of release or detention not be 'excessive' in light of the perceived evil." In Stack v. Boyle, 342 U.S. 1 (1951), the Supreme Court declared that a bail amount

is "excessive" under the Eighth Amendment if it were "a figure higher than is reasonably calculated" to ensure the defendant's appearance at trial. The incorporation status of the Excessive Bail Clause is unclear. In *Schilb v. Kuebel*, 404 U.S. 357 (1971), the Court stated in dicta: "Bail, of course, is basic to our system of law, and the Eighth Amendment's proscription of excessive bail has been assumed to have application to the States through the Fourteenth Amendment." In *McDonald v. City of Chicago* (2010), the right against excessive bail was included in a footnote listing incorporated rights.

TODAY

When a person is arrested for a crime and booked into jail, he or she has to go before the judge who then decides the terms and conditions of that particular person's bail order. Under certain circumstances, such as if the person is considered a threat to the society, bail is denied, i.e., the person cannot be released before trial and is –remanded into police custody. In case of a person who can be released from jail, a bond order has to be granted by the judge. There are two types of bonds - secured and unsecured. A secured bond means that you actually pay money or bail property to secure your release. An unsecured bond or surety bond means you sign a document that says you will pay a certain amount of money if the defendant breaks his/her bond conditions.

There are four different types of bonds categorized under secured and unsecured bonds. In some (rare) cases a defendant can be released –on his own recognizance. The other three are property, surety bonds, and cash ordered in most of the bail-bond cases. **Cash bonds, generally referred to as —bail** are the payments made in cash to the court. Property bonds offer the title to a defendant's own property, which will be forfeited in the event of non-compliance. The last, **surety bond, generally referred to as –bond**, is the one when a third party agrees to be responsible for the debt or obligation of the defendant.

CRIMINAL DEFENDANT'S BONDS

Florida law allows any licensed bail bond agent to write any of the various bonds for criminal defendants. Not all surety companies provide every type of bond. The power of attorney forms printed by most companies include the types of bonds available and other limitations. The professional bond agents are, of course free to make his/her own decisions. One guarantee common to all these bonds are that the principal will not depart the jurisdiction of the court without leave. The various types of criminal defendant's bonds are referred to as appearance bonds. They are, with one exception, written to guarantee that the defendant will appear in court or will appear to surrender.

903.105 Appearance bonds. (APPENDIX PAGE 15) Any criminal defendant who is required to meet monetary bail or bail with any monetary component may satisfy such bail by providing a surety bond as otherwise provided by law or by providing an appearance bond as follows:

(1) Any defendant posting an appearance bond shall apply therefore in writing. Each defendant charged with a felony of the second degree or higher, and each defendant appearing before a court in connection with bail, shall sign the application upon oath in open court.

(2) After the application is completed and the quantity and other conditions of the bonds are determined as required by law, the defendant may deposit with the clerk of the court before which the action is pending or with the sheriff, if designated by the clerk, a sum of money equal to 10 percent of the bond and any additional collateral for all or part of the remaining portion of the bond as the court may require.

(3) Upon depositing such sum and additional collateral and agreeing in writing to all nonmonetary conditions of the bond which the court may require the defendant shall be released from custody subject to all conditions of release imposed by the court.

(4) (a) If the conditions of release have been performed and the defendant has been discharged from all obligations in the action, the clerk of the court shall return to the defendant, unless the court orders otherwise, 75 percent of the 10-percent sum deposited, plus any additional required collateral, and shall retain as bail costs 25 percent of the 10- percent sum deposited. At the request of the defendant, the court may order the amount repayable to the defendant from such deposit to be paid to the defendant's attorney of record.

(b) Moneys retained by the clerk under this provision shall be disbursed as directed by the county commission for law enforcement, criminal justice, and criminal court operations relating to pretrial release, including but not limited to, screening, supervision, and apprehension subject to the following conditions:

1. The clerk must receive a sum equal to actual demonstrable increased costs, if any, attributable to the implementation of this section.

2. Moneys distributed to the sheriff must be used for increased expenditures in connection with the apprehension of defendants who fail to appear as required.

(5) If a final judgment for fines and court costs are entered in an action in which a deposit has been made in accordance with this section, the balance of such deposit after deduction of bail costs as provided for herein, shall be applied to the satisfaction of the judgment.

(6) In the event that this section becomes effective, the Supreme Court shall promulgate rules as necessary to implement this section.

1Note. Pursuant to s. 73, ch. 82-175, effective -if and only if chapter repealed, in which event [this] section shall take. Is 648 effect upon the effective date of such repeal.

903.131 Bail on appeal, revocation; recommitment. If, a person admitted to bail on appeal commits and is convicted of a separate felony while free on appeal, the bail on appeal shall be revoked and the defendant committed forthwith.

903.132 Bail on appeal; conditions for granting; appellate review.

(1) No person may be admitted to bail upon appeal from a conviction of a felony unless the defendant establishes that the appeal is taken in good faith, on grounds fairly debatable, and not frivolous. However, in no case shall bail be granted if such person has previously been convicted of a felony, the commission of which occurred prior to the commission of the subsequent felony, and such person's civil rights have not been restored or if other felony charges are pending against the person and probable cause has been found that the person has committed the felony or felonies at the time the request for bail is made.

(2) An order by a trial court denying bail to a person pursuant to the provisions of subsection (1) may be appealed as a matter of right to an appellate court, and such appeal shall be advanced on the calendar of the appellate court for expeditious review.

(3) In no case may an original appearance bond be continued for the appeal. To reflect the increased risk and probability of longer time considerations, there shall be a new undertaking of a bond for the appeal.

903.133 Bail on appeal; prohibited for certain felony convictions. Notwithstanding the provisions of s. 903.132, no person adjudged guilty of a felony of the first degree for a violation of s.782.04(2) or (3) , s. 787.01, s. 794.011(4) , s. 806.01, s. 893.13, or s. 893.135, or adjudged guilty of a violation of s. 794.011(2) or (3) , shall be admitted to bail pending review either by post trial motion or appeal.

903.33 Bail not discharged for certain defects.—The liability of a surety shall not be affected by his or her lack of any qualifications required by law, any agreement not expressed in the undertakings, or the failure of the defendant to join in the bond.

7 TYPES OF CRIMINAL DEFENDANT BONDS

1. **The Supersedeas Bond** –In criminal proceedings, also known as a defendant's appeal bond, is a type of surety bond that a court requires from an appellant who wants to delay payment of a judgment until an appeal is over.
2. **The Habeas Corpus Bond** – Operates as a Bail Bond while a decision is being made as to whether a prisoner is being illegally detained. Also guarantees the payment of court costs if the detention is determined to be legal.
3. **The Extradition Bond** – Used by the defendant in extradition proceedings to gain his freedom in the arresting state while a decision is being reached on whether he will be handed over to the requesting state. This guarantees that he will surrender himself if ordered to do so, to be returned to the requesting state.
4. **The Civil Contempt Bond** – Given in civil contempt cases to guarantee the principal will obey the orders of the court in the future.
5. **The Ne Exeat Bond** – Allows the defendant to go at large until the civil case is finally settled. Guarantees he will not leave the state, will appear when ordered, and will obey other orders of the court. One usage for this type of bond deals with divorce decrees, especially when parental custody is in question, wherein one spouse requests a Ne Exeat Bond to prevent the other spouse from leaving the court's jurisdiction.
6. **The Bail Bond** – The document executed to secure the release of an individual in the custody of law (Most commonly for an **Appearance bonds**) .
7. **The Appeal Bond** – Bail bond for an appellant in a criminal case which has gone to appeal to a higher court. The conditions are that the defendant will appear, and that he will surrender himself to serve his sentence if the lower court is upheld.

Citation Release -- A citation release occurs when the defendant in question was given a citation (usually for traffic offenses) and was never taken into custody. This type of discharge is up to the discretion of the citing officer (you cannot apply or appeal for a citation release bond on your own).

Transfer Bond is nothing more than a Bail Bond for someone being held out of town. Example: You live in Okeechobee and a friend is in custody of the Pensacola Police Department. You can execute a Bail Bond in Okeechobee (where you and your collateral are) for your friend and we can have a Bail Bondsman deliver it to the Pensacola Jail to secure their release. Quick, convenient and cost effective!

Federal bonds – Federal bonds are not regulated by the Department and beyond the scope of this study. A license bail bond from any state will allow a bail bond agent to post federal bonds (provided the surety company has a Federal Certificate of Authority) . A professional bond agent must obtain his or her own certificate, as well as in immigration cases and others having no equivalents on a state level.

Immigration Bonds – Some surety companies underwrite immigration bonds, these are similar to bail (appearance) bonds in that the obligation of the surety is to guarantee the appearance of the defendant when required by the courts or the (Immigration & Naturalization Service) this is a form of federal bond and the 15% premium applies. The risk to the surety is very high due to the heightened risk of flight, because it takes many years to adjudicate which increases the surety’s risk even more.

69B-221.006 Immigration Bonds Exclusion

The term “limited surety agent” does not include an individual authorized to transact immigration bond business. A limited surety (bail bond) agent license is required to transact bail bond business in the State of Florida, but it does not qualify the licensee to transact business involving other types of surety bonds, including immigration bonds.

Nebbia Hearing – A Nebbia hearing is named after the case involving *U.S. v. Nebbia*, 357 F.2d 303 (C.A.N.Y. 1966) . Many Federal and State courts add a bail sufficiency requirement to the bond, also known as a – Nebbia Hearing, bail source hearing or 1275 bail sufficiency hearing . Basically the burden of proof is on the defendant and his/her family to show that the collateral and money paying the bond is from a legitimate source. A Nebbia hold requires the defendant and co-signers of the bond (his friend or family member) to produce and disclose the source of bail premium and collateral prior to the defendant’s release on bail. The defendant must show that the source of the bail premium and collateral are from a legitimate source and were not acquired through illegal activities, or from the profits of a crime such as drug trafficking, money laundering, theft or fraud. Testimony, accounting documents, tax returns,

banking records, and business records are a few things a court may consider in determining the sources of the finances are legitimate.

Court Ruling Ends Nebbia Holds in Florida

The Second District Court of Appeals on February 14, 2018 issued an opinion in Casiano v. State, which effectively ends the use of Nebbia holds in the state courts of Florida.

The Casiano case involved a defendant charged with drug possession that was granted bail at his first appearance, but was held at the prosecution's request for a Nebbia hold that he not be released until he could prove the sources of income that would be used to post bond. Even though under Florida law he was entitled to bond on the drug charge, the Nebbia hold effectively prevented him from being released from jail. The Second District Court of Appeals in the Casiano case determined that the Florida Constitution does not allow the Courts the authority to detain accused persons for the purpose of inquiring in the source of funds used to post bail. The ruling applies to all of the 28 counties within its jurisdiction. Here locally that jurisdiction includes the Twelfth Judicial Circuit, which consists of Sarasota, Manatee, and Desoto counties. Other jurisdictions in the Second District Court of Appeals include the Sixth, Tenth, Thirteenth and Twentieth judicial circuits. Given that the Casiano decision is the first of its kind in Florida, other courts in Florida, even though outside of the Second District, are bound to follow this decision, in the absence of contrary authority. In other words, until another court comes up with a different ruling, it is the law which controls all Florida state courts at the present time.

903.045 Nature Of Criminal Surety Bail Bonds. It is the public policy of this state and the intent of the Legislature that a criminal surety bail bond, executed by a bail bond agent licensed pursuant to chapter 648 in connection with the pretrial or appellate release of a criminal defendant, shall be construed as a commitment by and an obligation upon the bail bond agent to ensure that the defendant appears at all subsequent criminal proceedings and otherwise fulfills all conditions of the bond. The failure of a defendant to appear at any subsequent criminal proceeding or the breach by the defendant of any other condition of the bond constitutes a breach by the bail bond agent of this commitment and obligation.

NOTE: Remember criminal defendant's bonds are referred to as appearance bonds and all except one are written to guarantee that the defendant appearance in court or will surrender.

Remember Original Bond, Bail Bond, Defendant Bond appearance bonds are referred to as Bail Bond contract between the Surety and the Defendant.

SIDE NOTE

The bill prohibits a defendant from receiving bail on post trial motion or appeal for any offense requiring sexual offender registration under s. 943.0435(1)(h), F.S., or sexual predator registration under s. 775.21(4), F.S., when at the time of the offense, the offender is over 18 years of age and the victim is a minor. These provisions take effect October 1, 2020.

REGULATION AND REGULATORY AUTHORITY- Bail Agents are also affected by the below and Chapter 648, 903 and Chapter 69b-221 of the Florida Administrative Rules.

The authority for regulation is from Chapter 624 through 632, 634, 637, 639, 642, 648, 621 of the insurance code in the Florida Statutes and the Florida Administrative Rules. Surety Companies and Only a few parts of the insurance code apply specifically to surety.

The Florida Department of Financial Services, referred to as the "Department" In the State of Florida, the Department of Financial Services (DFS) and the Office of Insurance Regulation (OIR) is led by the Chief Financial Officer of Florida (CFO), each play a major role in regulating the insurance industry. The DFS is primarily responsible for regulating agents, combating insurance fraud, and protecting consumers, while the OIR is responsible for overseeing the conduct and licensing of insurance companies, while different from insurance in some respects, is often transacted through insurance companies.

INSURANCE & SURETYSHIP- Consider this scenario: A moving company is insured and bonded – the insurance will protect the moving company if one of the vans are damaged in car accident, but the bond will protect the customer if his belongings are not received as promised.

Legal Definitions

1. The terms –agreement and –contract are often interchangeable in common usage, but top law dictionaries offer two distinct definitions.

2. An agreement exists where there is a mutual understanding regarding rights and responsibilities among parties to a business arrangement.

A contract is an agreement between respective parties that creates legally binding obligations.

There are 5 key differences between Insurance and Surety Bonds:

Here are 5 key differences between surety bonds and insurance policies. These differences include the overall functionality (The Contract). Parties involved. Who is protected (Protection). What risk is managed (Losses). Handling of claims (Claims). cost, and premiums (The Premium). Although the reason people need to be bonded or insured is similar, the protection provided by each is distinct. Here is how each of these aspects differs between the two contracts (surety bonds and insurance).

1. The Contract

Insurance: A form of risk management. It is a two-party contract between the insured and the insurance company. This contract (insurance policy) assumes a guaranteed promise that the insured will be compensated by the insurance company in the case of a covered loss.

Surety bond: A contract among at least 3 parties. It is issued by one party (the surety) on behalf of a second party (the principal). This contract guarantees that the second party will complete an obligation to a third party (obligee) If the obligation is not met, the third party can recover its losses from that bond. However, there can be another party to a suretyship called an indemnitor. While it may appear that the indemnitor is a fourth party, in reality, the indemnitor is part of the first party: the principal. Principal and/or indemnitor.

2. Protection

Insurance: Protects the insured against a risk.

Surety Bond: Protects the obligee.

3. The Premium

Insurance: The premium paid is designed to cover the potential losses.

Surety Bond: The premium paid is to guarantee the principal fulfills his obligation.

4. Losses

Insurance: Losses are expected and insurance rates are adjusted to cover losses depending on many factors.

Surety Bond: Losses are not expected so surety bonds are issued only to qualified individuals or businesses whose projects require a guarantee.

5. Claims

Insurance: When a claim is paid the insurance company usually don't expect to be repaid by the insured.

Surety Bond: A surety bond is a form of credit, so the principal is responsible to pay any claims. One part (insured) protects the business against loss, while the other part (bonded) protects the consumer from breach of contract from that business. Insurance companies charge different rates depending upon the potential of exposure(s) to loss.

One very important difference between insurance and bail bond agents in Florida is that while insurance companies can charge different premium rates to reflect the loss of exposure, the premium rate for bail bonds regardless of the potential risk always remains the same at 10% on state and 15% for federal bonds.

BAIL AS SURETY - CORPORATE BAIL

The bail bond is a surety contract and it consists of three parties, but who these parties are can be more limited:

1. ***The obligor or principal** is the defendant who is obligated to obey the orders of the court. One feature of a contract of bail, which sets it apart from all other contracts, is that the defendant is made a party to the contract whether or not she or he signs it. The obligor may be a person, business, or government.
2. ***The obligee** is the governor of the State (of Florida) or the President of the United States, as represented by their respective courts.
3. ***The surety** can be either a professional bond agent or a surety company, as represented by a limited surety agent. The bail contract is written for an indefinite term and must remain in effect until the obligation is fulfilled. Bail bonds cannot be cancelled like insurance policies. Surrender of the defendant is one method of fulfilling the obligation and allows the surety to be relieved of liability.

CANCELLATION OF THE CONTRACT

Under certain conditions, the company can cancel or not renew insurance policy coverage by notifying the insured of their intent and returning the unused portion of the premium. Subject to cancellation by the insured or insurance company with written notice to the other party. Cancellation and non-renewal of insurance policies are subject to regulation by various Florida statutes.

A life or disability insurance policy that an insurance company can't cancel increases the premiums on or reduces the benefits of, as long as the customer pays the premiums. Non-cancellable insurance policies gives the policyholder peace of mind knowing the cost amount of coverage and term are known and that he/she won't have to re-qualify for the policy at some point in the future when his/her health might not be as good and insurance might be harder to qualify.

On the other hand a Bail Bonds is not that easy... Perhaps obligor discover that the defendant planning to flee or. Perhaps they realize that their relationship is not what they thought it was. In such a situation, it is NOT an option to change your mind and revoke bail. The fact is, the obligor posting bail is not really making the decision about whether to allow the arrestee to gain their release or freedom, they are simply providing one element of the contract, which is the funds and/or to indemnify the bail bond. Whether or not the arrestee violates the terms of their bail agreement is still an open question at this point,.

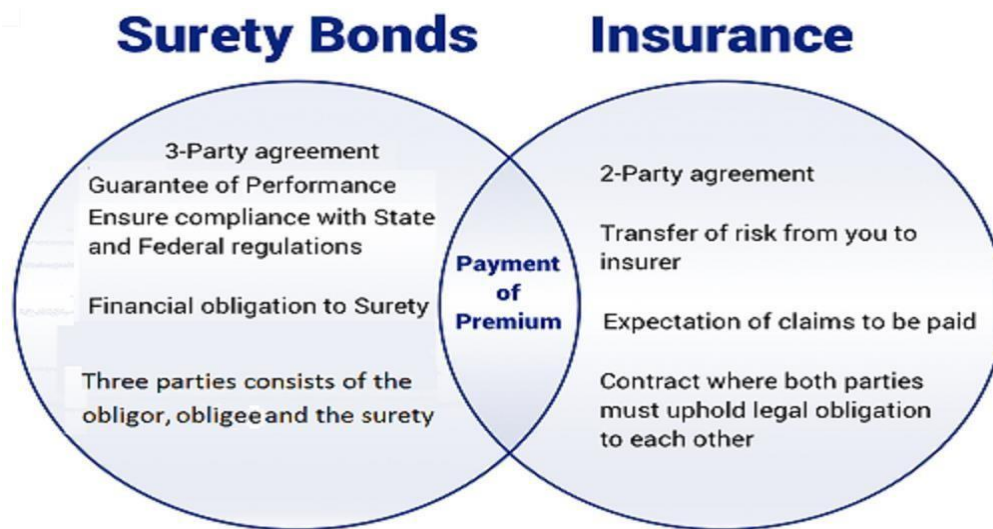
One of the most common legal relationships in business is that of agency. The two common agency relationships in business are: (1) employer/employee (also legally referred to as 'Master and Servant'), and (2) company and its third party channels for distributing product (the 'Agent'). When a third party deals

with a company employee or a company third party, non-employee agent, he is in fact dealing with the company itself as the principal. Agents have the legal power to commit the company to definite acts with respect to third parties and the company then is legally bound by these acts. An agency relationship encompasses two contracts; the contract of agency between the company and the agent and the contract which the agent makes with the third party for, and on behalf of, the company.

The law of agency is an area of commercial law dealing with a set of contractual, quasi-contractual and non-contractual relationships that involve a person, called the agent, that is authorized to act on behalf of another (called the principal) to create a legal relationship with a third party. In short, it may be referred to as the relationship between a principal and an agent whereby the principal, expressly or implicitly, authorizes the agent to work under his control and on his behalf. The agent is, thus, required to negotiate on behalf of the principal or bring him and third parties into contractual relationships. This branch of law separates and regulates the relationships between:

- Agents and principals;
- Agents and the third parties with whom they deal on their principals' behalf; and
- Principals and the third parties when the agents purport to deal on their behalf.

The common law principle in operation is usually represented in the Latin phrase, *qui facit per alium, facit per se*, i.e. the one who acts through another, acts in his or her own interests and it is a parallel concept to vicarious liability and strict liability in which one person is held liable in criminal law or tort for the acts or omissions of another.



A third person, such as a beneficiary in a life insurance policy, may benefit from the policy, but he or she is not considered a contracting party.

THE INDEMINITOR

69B-221.140 Indemnity Agreement; Form.

No indemnity agreement shall be entered into between a principal and surety or any agent of the surety, and no application shall be accepted by a bail bond agent, engaged in the bail bond business, or a surety company, for a bail bond in which an indemnity agreement is required between a principal and a surety, or any agent of such surety, unless the indemnity agreement reads as follows:

–For good and valuable consideration, the undersigned principal hereby agrees to indemnify and hold harmless, the surety company or its agents for all losses not otherwise prohibited by law, or rules of the Department.

An individual who agrees to assume the obligation normally placed on a surety if the person a bond is issued on defaults (Fail to appear). This usually occurs because the applicant does not qualify as an acceptable risk by the surety's standards.

648.442 (10) An indemnity agreement may not be entered into between a principal and either a surety or any agent of the surety, and an application may not be accepted either by a bail bond agent engaged in the bail bond business or by a surety company for a bail bond in which an indemnity agreement is required between a principal and either a surety or any agent of such surety, unless the indemnity agreement reads as follows: –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 Financial Services and/or friend).

The indemnitor reimburses the surety company, if the principal fails to fulfill their obligation

(Failure to Appear) It is also important to note that all surety bonds have an indemnitor. The indemnitor may be the principal or it may be someone else (family member)

THE PLACE OF BAIL IN THE SURETY INSURANCE INDUSTRY

Bail is only one small part of the larger surety industry. This section will attempt to clarify the place of bail in the field of surety.

In all but four U.S. states, defendants who have been arrested can secure temporary release from jail by buying a bail bond. They pay a nonrefundable fee, usually 10 percent of their bail, in exchange for a bondsman's promise to pay the full amount to the court should defendants fail to show up for their hearing. Commercial bail is the predominant form of pretrial release in the U.S., and is fundamental to the functioning of the criminal justice system.

Bail is only one small part of the larger surety industry.

There are more than 30 insurance companies that underwrite roughly \$14 billion worth of bail bonds annually in the U.S. Bail surety is unique in the insurance industry. Unlike a traditional insurance agreement between an insurance company and the insured, surety bonds are a three-party agreement involving the obligor the principal (defendant) , the obligee (government or court) , and the surety (bail agent) .

As discussed above, bail is only one part of the surety insurance industry; This section will attempt to clarify the place of bail in the field of surety. The purpose of the following outline is to illustrate the relationship of bail to other surety. Surety bonds are used to provide financial guarantees in numerous and varied situations, but only the most well-known of general surety bonds are given here:

FIDELITY BONDS is a form of insurance protection that covers policyholders for losses that they incur as a result of fraudulent acts by specified individuals. It usually insures a business for losses caused by the dishonest acts of its employees. (Such as embezzlement or theft by employees)

SURETY BONDS There are many areas to Surety Bonds: Surety bonds are typically broken into two categories, commercial surety bonding and contract surety bonding (or construction surety bonding) .

1. Commercial bonding includes a very broad range of surety bonds.
2. Contract bonding (or construction bonding) guarantees that a contractor or developer willfully completes the construction project for which they've bid on, according to specifications and will pay all laborers, subcontractors and suppliers.

* Public Official Bonds * License and Permit Bonds * Contractor 's Bonds * Government Bonds
* Miscellaneous Bonds * Judicial Bonds * Fiduciary Bonds * Court Bonds

Court Bonds include Plaintiff's Bonds, which are post by persons who are bringing civil lawsuits against another person. The purpose of the bond is to protect the person being sued from damage from a suit that may prove to be groundless. Plaintiffs bonds are called voluntary because the plaintiff is not forced to take the legal action. Court bonds also include another type known as Defendant's Bonds which include two additional classifications Civil & Criminal Defendant's bonds.

Civil Defendant's Bonds are posted by defendants in civil suits to regain possession of property, to suspend some order of the court or to reverse an action of a plaintiff. They are called compulsory because the defendant has no choice in the filing of the suit. They are the opposite of Plaintiff's bonds. This bond does not relate to bail.

Contracts to indemnify sureties.— 903.14 (1) A surety shall file with the bond an affidavit stating the amount and source of any security or consideration which the surety or anyone for his or her use has received or been promised for the bond. The affidavit may be filed in person or electronically.

(2) A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only the security or collateral stated in the affidavit.

(3) A limited surety or licensed bond agent may file a statement in lieu of the affidavit required in subsection (1). Such statement must be filed within 30 days from the execution of the undertaking.

69B-221.140 Indemnity Agreement; Form.

No indemnity agreement shall be entered into between a principal and surety or any agent of the surety, and no application shall be accepted by a bail bond agent, engaged in the bail bond business, or a surety company, for a bail bond in which an indemnity agreement is required between a principal and a surety, or any agent of such surety, unless the indemnity agreement reads as follows: “For good and valuable consideration, the undersigned principal hereby agrees to indemnify and hold harmless, the surety company or its agent for all losses not otherwise prohibited by law, or rules of the Department of Financial Services.”

The original appearance bond shall expire 36 months after such bond has been posted for the release of the defendant from custody. This subsection does not apply to cases in which a bond has been declared forfeited before the 36-month expiration.

*******If the original appearance bond has been forfeited or revoked, the bond shall not be reinstated without approval from the surety on the original bond.*******

SURETY TO AGENT CONTRACT. (APPENDIX PAGE 1)

Surety Bonds are contracts guaranteeing that specific obligations will be fulfilled. The obligation may involve meeting a contractual commitment, paying a bonds or performing certain duties. Under the terms of a contract, the agent becomes answerable to a insurer for the acts or non-performance.

Under modern suretyship, an agent’s promise of performance is available to meet a wide variety of business, governmental and individual needs.

A typical surety contract identifies each of the parties to the contract and spells out their relationship and obligations. The parties are:

- **Agent** – The party who has initially agreed to fulfill the obligation which is the subject of the contract. Also known as the Obligor.
- **Obligee** – The person or organization protected by the contract. This term is used most frequently in bonding industry.
- **Guarantor or Surety** – The insurance company issuing the contract.

The agreement binds the Principal to comply with the terms and conditions of a contract. If the Principal is unable to successfully perform the contract, the surety assumes the Principal's responsibilities and ensures the court and DFS of completion. Below are the most common obligation of surety contract: POWERS OF ATTORNEY, REGULATION OF BOND EXECUTIONS, BOND COLLATERAL, BOND PREMIUM RATES, COLLECTION AND REMITTANCES, AGENT'S DUTIES WITH REGARD TO BOND, NONLIABILITY OF COMPANY FOR SERVICE, PRESERVATION OF INTERESTS OF THE COMPANY, BAIL BOND FORFEITURES, INDEBTEDNESS OF AGENT TO COMPANY. Just to name a few.



CHAPTER 2

THE LICENSING & APPOINTMENT OF BAIL BOND AGENTS

OBJECTIVES:

After the student has completed this chapter, the student gains relevant and should be able to:

Discuss the qualifications for Licenses.

Define persons ineligible to hold a bail bond agent's license.

Explain the difference between Limited Surety & Professional Bail Bond Agents.

Explain the role of the Florida Department of Financial Services.

Differentiate between licenses and appointment.

Explain the procedure for licensure as a Temporary Limited Surety Agent.

Discuss the Continuing Education Requirements Discuss the allowable activities of a Temporary.

Agent Discuss the activities prohibited for a Temporary Agent.

648.355 Temporary limited license as limited surety agent or professional bail bond agent; pending examination.-

648.36 Bail bond agent's records. Qualifications (Bail Bond Agents).

648.34 Bail bond agents; qualifications.

648.35 Professional bail bond agent; qualifications. License prohibitions and types of persons prohibited.

648.44 Prohibitions; penalty.- State Examination.

648.38 Licensure examination for bail bond agents; time; place; fees; scope.





FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

FLORIDA DEPARTMENT OF FINANCIAL SERVICES.

Bail Bonding / Surety Insurance is a highly regulated industry. It is regulated to protect the public interest and to make sure Bail Bonding / Surety agents is available on an equitable basis. Regulation of the insurance industry is undertaken from several perspectives and is divided among a number of authorities (entities) . In the State of Florida, the Department of Financial Services (DFS) and the Office of Insurance Regulation (OIR) each play a major role in regulating the insurance industry. The DFS is primarily responsible for regulating agents, combating insurance fraud, and protecting consumers, while the OIR is responsible for overseeing the conduct and licensing of insurance companies. If you combine all of these entities, DFS and OIR, they ensure that agencies and agents, and insurers are licensed properly and conduct insurance business in accordance with the Florida Statutes, Florida Insurance Code, and Florida Administrative Codes.

Florida Department of Financial Services (FLDFS) is a state agency of Florida. Its headquarters are in Tallahassee. In 2002 the Florida Legislature merged the Department of Insurance, Treasury and State Fire Marshal and the Department of Banking and Finance into one department, the Florida Department of Financial Services. Effective January 2003.

The Department is led by the Chief Financial Officer of Florida (CFO) , who is elected statewide to a four-year term. The CFO is assisted in running the Department by two Deputy Chief Financial Officers and a Chief of Staff. The Department is made up of 13 functional Divisions, which perform the work of the Department, and 7 Offices, which assist the CFO in managing the Department and fulfilling the CFO's responsibilities and the Division of Insurance Agent and Agency Services is directly responsible for or oversees insurance agents, adjusters, limited surety (bail bond) agents.

648.26 Department of Financial Services; administration.

- (1) The department shall administer the provisions of this chapter as provided in this chapter.
- (a) The department has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this chapter conferring powers or duties upon it.

(b) The department may employ and discharge such employees, examiners, counsel, and other assistants as shall be deemed necessary and it shall prescribe their duties; their compensation shall be the same as other state employees receive for similar services.

OFFICE OF INSURANCE REGULATION (“OIR”)

The Office of Insurance Regulation (OIR) ensures that insurance companies licensed to do business in Florida are financially viable, operating within the laws and regulations governing the industry, and offering insurance policy products at fair and adequate rates that do not unfairly discriminate against the public.

Florida §20.121(3)(a)(1) provides for the creation of:

The Office of Insurance Regulation, which shall be responsible for all activities concerning insurers and other risk bearing entities, including licensing, rates, policy forms, market conduct, claims, issuance of certificates of authority, solvency, viatical settlements, premium financing, and administrative supervision, as provided under the insurance code or chapter 636. The head of the Office of Insurance Regulation is the Director of the Office of Insurance Regulation, who may also be known as the Commissioner of Insurance Regulation.

The Office is responsible for monitoring the financial condition of all regulated entities through the use of internal financial analysis and on-site examinations. During financial analysis and examinations of each regulated entity, a determination is made as to the quality of assets, adequacy of stated liabilities, general operating results to see if the condition of the company warrants continuation of its certificate of authority to operate in Florida. The Office has responsibility for enforcing the provisions of the insurance code and applicable rules as they relate to the review of policy contracts and associated rates.

OFFICE OF FINANCIAL REGULATION (“OFR”)

Office of Financial Regulation has three divisions (Financial Institutions, Consumer Finance, and Securities) and one bureau (Financial Investigations) that oversee and regulate a wide-range of financial enterprises and individuals, including state-chartered banks, credit unions, mortgage loan originators, securities industry participants, consumer finance companies, money transmitters, foreign currency exchangers, and payday lenders. Offices are in Tallahassee, Orlando, West Palm Beach, Miami, and Tampa.

Florida §20.121(3)(a)(2) provides for the creation of:

The Office of Financial Regulation, which shall be responsible for all activities of the Financial Services Commission relating to the regulation of banks, credit unions, other financial institutions, finance companies, and the securities industry. The head of the office is the Director of the Office of Financial Regulation, who may also be known as the Commissioner of Financial Regulation.

The Office of Financial Regulation shall include a Bureau of Financial Investigations, which shall function as a criminal justice agency for purposes of ss. 943.045-943.08 and shall have a separate budget. The bureau may conduct investigations within or outside this state as the bureau deems necessary to aid in the enforcement of this section. If, during an investigation, the office has reason to believe that any criminal law of this state has or may have been violated, the office shall refer any records tending to show such violation to state or federal law enforcement or prosecutorial agencies and shall provide investigative assistance to those agencies as required.

The Department is made up of several specialized offices

- | | | |
|--|-----------------------------------|--------------------------------------|
| Service Divisions | Workers' Compensation | Inspector General |
| Accounting and Auditing | Support | Insurance Consumer Advocate |
| Consumer Services | Administration | Legislative Affairs |
| Funeral, Cemetery, and Consumer Services | Chief of Staff | Policy and Strategic Initiatives |
| Insurance Agent and Agency Services | General Counsel | Financial Services Commission |
| Investigative and Forensic Services | Information Technology | Office of Financial Regulation |
| Public Assistance Fraud | Public Records Requests | Office of Insurance Regulation |
| Rehabilitation and Liquidation | Accessibility Information | |
| Risk Management | Executive Offices | |
| Treasury | Cabinet Affairs | |
| State Fire Marshal | Chief of Staff | |
| Unclaimed Property | Communications | |
| | External Affairs and Appointments | |
| | Finance and Budget | |
| | Internal Affairs | |



The Florida Department of Financial Services has two investigative divisions. One is the Bureau of Investigations and the other is Division of Investigative & Forensic Services. One carry a badge and the other one carry a badge and gun with law enforcement powers. One has investigative powers and the other one has arrest powers.



Professional bail bond agent; qualifications. (APPENDIX PAGE 18)

648.25 (2) –Bail bond agent means a limited surety agent or a professional bail bond agent as hereafter defined.

648.25(7) –Professional bail bond agent means any person who pledges United States currency, United States postal money orders, or cashier’s checks as security for a bail bond in connection with a judicial proceeding and receives or is promised therefor money or other things of value.

648.35 Professional bail bond agent; qualifications.—In addition to the qualifications prescribed in s. 648.34, to qualify as a professional bail bond agent an applicant shall:

- (1) File with his or her application for licensure and with each application for renewal or continuation of his or her appointment a detailed financial statement under oath; and
- (2) File with his or her application for licensure the rating plan proposed for use in writing bail bonds. Such rating plan must be approved by the office prior to issuance of the license.

648.40 Application for appointment of professional bail bond agents; termination.—

(1) Upon licensure as a professional bail bond agent, the licensee shall file an application for appointment with the department together with the required appointment fees and taxes as prescribed in s. 624.501.

(2) Any professional bail bond agent who discontinues writing bail bonds during the period for which he or she is appointed must notify each clerk of the circuit court and each sheriff with whom he or she is registered and the department within 30 days after such discontinuance.

648.315(2) A period of 48 months transpires between the time the licensee's last limited surety agent or professional bail bond agent's appointment is terminated and the date an application for a similar appointment is received by the department.

BAIL BOND AGENTS

648.34 Bail bond agents; qualifications.

(1) An application for licensure as a bail bond agent must be submitted on forms prescribed by the department. The application must include the applicant's full name; date of birth; social security number; residence, business, and mailing addresses; contact telephone numbers, including a business telephone number; and e-mail address

(2) To qualify as a bail bond agent, it must affirmatively appear at the time of application and throughout the period of licensure that the applicant has complied with the provisions of s.648.355 and has obtained a temporary license pursuant to such section and:

(a) The applicant is a natural person who has reached the age of 18 years and holds a high school diploma or its equivalent.

(b) The applicant is a United States citizen or legal alien who possesses work authorization from the United States Bureau of Citizenship and Immigration Services and is a resident of this state. An individual who is a resident of this state shall be deemed to meet the residence requirement of this paragraph, notwithstanding the existence, at the time of application for license, of a license in the applicant's name on the records of another state as a resident licensee of such other state, if the applicant furnishes a letter of clearance satisfactory to the department that his or her resident licenses have been canceled or changed to a nonresident basis and that he or she is in good standing.

(c) The place of business of the applicant will be located in this state and in the county where the applicant will maintain his or her records and be actively engaged in the bail bond business and maintain an agency accessible to the public which is open for reasonable business hours.

(d) The applicant is vouched for and recommended upon sworn statements filed with the department by at least three reputable citizens who are residents of the same counties in which the applicant proposes to engage in the bail bond business.

(e) The applicant is a person of high character and approved integrity and has not been convicted of or pleaded guilty or no contest to a felony, a crime involving moral turpitude, or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, whether or not a judgment or conviction has been entered.

(f) The applicant has passed any required examination.

(3) The department may collect a fee necessary to cover the cost of a character and credit report made by an established and reputable independent reporting service. The fee shall be deposited to the credit of the Insurance Regulatory Trust Fund. Any information so furnished is confidential and exempt from the provisions of s. 119.07(1)

(4) The applicant shall furnish, with his or her application, a complete set of his or her fingerprints and a recent credential-sized, full-face photograph of the applicant. The applicant's fingerprints shall be certified by an authorized law enforcement officer. The department shall not authorize an applicant to take the required examination until the department has received a report from the Department of Law Enforcement and the Federal Bureau of Investigation relative to the existence or nonexistence of a criminal history report based on the applicant's fingerprints.

(5) The department shall conduct a comprehensive investigation of each applicant, including a background check. The investigation of the applicant's qualifications, character, experience, background, and fitness shall include submission of the applicant's fingerprints to the Department of Law Enforcement and the Federal Bureau of Investigation and consideration of any state criminal records, federal criminal records, or local criminal records obtained from these agencies or from local law enforcement agencies.

(6) The provisions of s. 112.011 do not apply to bail bond agents or to applicants for licensure as bail bond agents

648.27 Licenses and appointments; general. (APPENDIX PAGE 11)

(1) A license may not be issued except in compliance with this chapter, and may not be issued except to an individual. A firm, partnership, association, or corporation, as such, may not be licensed.

(2) For the protection of the people of this state, the department may not issue, renew, or permit to exist any license or appointment except in compliance with this chapter. The department may not issue, renew, or permit to exist a license or appointment for any individual found to be untrustworthy or incompetent who has had his or her eligibility to hold a license or appointment revoked, or who has not established to the satisfaction of the department that he or she is qualified therefor in accordance with this chapter.

(3) The department may propound any reasonable interrogatories to an applicant for a license or appointment under this chapter or on any renewal thereof, relating to his or her qualifications, residence, prospective place of business, and any other matter which are deemed necessary or expedient in order to protect the public and ascertain the qualifications of the applicant. The department may also conduct any reasonable inquiry or investigation it sees fit, relative to the determination of the applicant's fitness to be licensed or appointed or to continue to be licensed or appointed. Upon the request of the department, a law enforcement agency shall inform the department of any specific criminal charge filed against any applicant and the final disposition of such charge.

(4) If upon the basis of the completed application for a license or appointment and such further inquiry or investigation the department deems the applicant to be unfit as to character and background or lacking in one or more of the required qualifications for the license or appointment, the department shall disapprove the application.

(5) (a) The license of a bail bond agent shall continue in force, without further examination unless deemed necessary by the department, until suspended, revoked, or otherwise terminated.

(b) The license of a temporary bail bond agent shall continue in force until suspended, revoked, or otherwise terminated

(6) The original license issued to a licensee under this chapter shall remain outstanding and in effect for so long as the license represented thereby continues in force as provided in this section. The department may at any time require the licensee to produce his or her department-issued photo identification.

(7) Any person who represents a surety company, whose duties are restricted to bail bonds, and who comes under the definition of -service representative as provided in s. 626.015 shall be licensed and appointed as a bail bond agent.

(8) An application for a managing general agent's license must be made by an insurer who proposes to employ or appoint an individual, partnership, association, or corporation as a managing general agent. Such application shall contain the information required by s. 626.744, and the applicant shall pay the

same fee as a managing general agent licensed pursuant to that section. An individual who is a managing general agent must also be licensed as a bail bond agent. In the case of an entity, at least one owner, officer, or director at each office location must be licensed as a bail bond agent.

(9) If upon application for an appointment and such investigation as the department may make, it appears to the department that an individual has been actively engaged or is currently actively engaged in bail bond activities without being appointed as required, the department may, if it finds that such failure to be appointed is an error on the part of the insurer or employer so represented, issue or authorize the issuance of the appointment as applied for, but subject to the condition that, before the appointment is issued, all fees and taxes which would have been due had the applicant been so appointed during such current and prior periods, together with a continuation fee for such current and prior terms of appointment, shall be paid to the department. Failure to notify the department within the required time period shall result in the appointing entity being assessed a delinquent fee of \$250. Delinquent fees shall be paid by the appointing entity and shall not be charged to the appointee.

Note.—Former s. 903.39.

648.279 Scope of license.—The issuance of a license pursuant to the provisions of this chapter shall confer upon the holder the right to perform all duties and powers as authorized or conferred by the laws of this state.

History.—s. 5, ch. 96-372.

648.30 Licensure and appointment required.

(1) A person may not act in the capacity of a bail bond agent or temporary bail bond agent or perform any of the functions, duties, or powers prescribed for bail bond agents or temporary bail bond agents under this chapter unless that person is qualified, licensed, and appointed as provided in this chapter.

(2) A person may not represent himself or herself to be a bail enforcement agent, bounty hunter, or other similar title in this state.

(3) A person other than a certified law enforcement officer, may not apprehend, detain, or arrest a principal on a bond, wherever issued unless that person is qualified, licensed, and appointed as provided in this chapter or licensed as a bail bond agent or bail bond enforcement agent, or holds an equivalent license by the state where the bond was written.

(4) Any person who violates this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

DEFINITIONS

648.25 Definitions. As used in this chapter, the term:

(1) **-Bail bond agency** means:

(a) The building where a licensee maintains an office and where all records required by ss.

648.34 and 648.36 are maintained; or

(b) An entity that:

1. Charges a fee or premium to release an accused defendant or detainee from jail; or

2. Engages in or employs others to engage in any activity that may be performed only by a licensed and appointed bail bond agent.

(2) **-Bail bond agent** means a limited surety agent or a professional bail bond agent as hereafter defined.

(3) **-Managing general agent** means any individual, partnership, association, or corporation appointed or employed by an insurer to supervise or manage the bail bond business written in this state by limited surety agents appointed by the insurer.

(4) **-Insurer** means any domestic, foreign, or alien surety company which has been authorized to transact surety business in this state.

(5) **-Limited surety agent** means any individual appointed by an insurer by power of attorney to execute or countersign bail bonds in connection with judicial proceedings who receives or is promised money or other things of value therefor.

(6) **-Primary bail bond agent** means a licensed bail bond agent who is responsible for the overall operation and management of a bail bond agency location and whose responsibilities include hiring and supervising all individuals within that location. A bail bond agent may be designated as primary bail bond agent for only one bail bond agency location.

(7) **-Professional bail bond agent** means any person who pledges United States currency, United States postal money orders, or cashier's checks as security for a bail bond in connection with a judicial proceeding and receives or is promised therefor money or other things of value.

(8) **-Temporary bail bond agent** means a person employed by a bail bond agent or agency, insurer, or managing general agent, and such licensee has the same authority as a licensed bail bond agent, including presenting defendants in court; apprehending, arresting, and surrendering defendants to the proper

authorities, while accompanied by a supervising bail bond agent or an agent from the same agency; and keeping defendants under necessary surveillance. However, a temporary licensee may not execute or sign bonds, handle collateral receipts, or deliver bonds to appropriate authorities. A temporary licensee may not operate an agency or branch agency separate from the location of the supervising bail bond agent, managing general agent, or insurer by whom the licensee is employed. This does not affect the right of a bail bond agent or insurer to hire counsel or to obtain the assistance of law enforcement officers.

EDUCATION

Within four years prior to the date of her or his application the applicant has successfully completed a basic certification course in the criminal justice system, consisting of not less than 120 hours, and has successfully completed a correspondence course for bail bond agents approved by the Department.

648.38 Licensure examination for bail bond agents; time; place; fees; scope

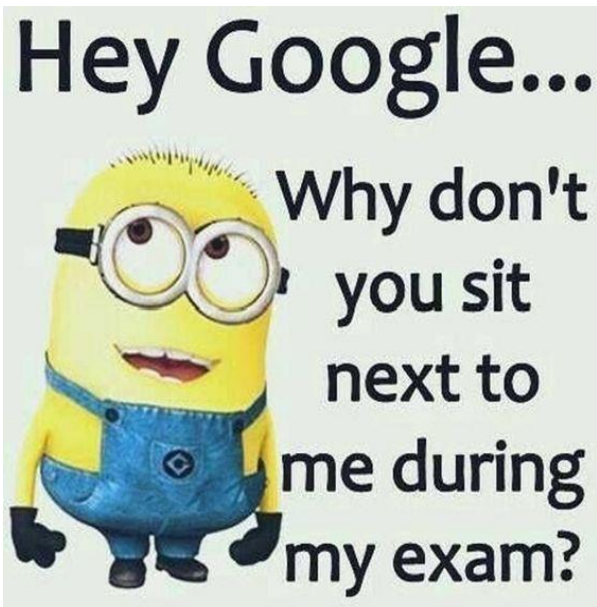
(1) Upon approval by the department of a licensure application, the applicant for licensure as a bail bond agent shall appear in person to take a written examination prepared by the department, or by a person designated by the department for that purpose, testing the applicant's ability and qualifications to be a bail bond agent. The department shall determine the minimum performance level required for passage of the examination in order to ensure that the applicant has an adequate level of competence and knowledge of the duties and responsibilities of a bail bond agent.

(2) The department or a person designated by the department shall mail written notice of the time and place of the examination to each applicant for licensure required to take an examination who will be eligible to take the examination as of the examination date. The notice shall be so mailed, postage prepaid, and addressed to the applicant at his or her address shown on his or her application for licensure or at such other address as requested by the applicant in writing filed with the department prior to the mailing of the notice. Notice shall be deemed given when so mailed.

(3) Prior to being permitted to take an examination, each applicant must pay the department or a person designated by the department an examination fee. The fee for examination is not refundable.

(4) The examination shall be held in an adequate and designated examination center in this state.

- (5) The applicant must appear in person and take the examination for licensure at the time and place specified in the written notice.
- (6) The examination shall be conducted by an employee of the department or a person designated by the department for that purpose.
- (7) All examinations shall be given and graded in a fair and impartial manner and without unfair discrimination in favor of or against any particular applicant. .
- (8) The scope of the examination shall be as broad as the bail bond business.
- (9) Failure of the applicant to secure approval of the department does not preclude him or her from applying for licensure as many times as he or she desires, but an application may not be considered by the



department within 30 days after the date upon which the department denied the last application.

- (10) Any bail bond agent who successfully passes an examination and is subsequently licensed as a bail bond agent must be appointed within 24 months after the date of licensure or be subject to another examination unless failure to be so appointed was due to military service, in which case the period of time in which another examination is not required may, in the department's discretion, be extended to 12 months following the date of discharge from military service, if the military service

does not exceed 3 years. An extension of more than 4 years may not be granted under this subsection.

CHARACTER

The applicant is a person of high character and approved integrity who has not been convicted of or pleaded guilty or no contest to a felony, a crime involving moral turpitude, or a crime punishable by imprisonment of one year or more, under the laws of any state, territory, or country, whether or not a judgment or conviction has been entered.

INVESTIGATION

After the application is received in Tallahassee, the Department begins a comprehensive investigation of the applicant, including criminal records, credit, employment and educational background. An applicant

may also be required to furnish his or her own credit and character report, which must be conducted by an independent reporting agency.

EXAMINATION

An applicant meeting all the above criteria will be considered eligible to take the state examination. These examinations are given at various locations throughout the State. The application furnished by the Department lists test sites and dates. Once approved, the applicant is given at least 15 days' notice of the time and place. The tests are prepared by the Department of Financial Services and the contents are strictly confidential. While the content of the exam covers the entire scope of the bail bond industry, it is unlikely that any question will be asked that has not been covered in the required courses. A failed examination may be retaken after 30 days have passed and another fee has been paid. The statute does not limit the maximum number of times the exam can be taken, however, the exam must be passed within the period allowed by the Department or eligibility will be lost and the applicant must reapply and satisfy all education and other requirements, including fees. Chapter 648.31 specifies the following language for the reexamination:

648.27 (5) (a) The license of a bail bond agent shall continue in force, without further examination unless deemed necessary by the department, until suspended, revoked, or otherwise terminated.

648.381 REEXAMINATION

Any applicant for licensure who has taken an examination and failed to make a passing grade, has failed to appear for the examination, or has failed to take or complete the examination at the time and place specified in the notice of the department may take additional examinations upon the filing of an application for reexamination, with applicable fees. The failure of an applicant to pass an examination or the failure to appear for the examination or to take or complete the examination does not preclude the applicant from taking subsequent examinations. A person who fails an examination three times must retake the 120-hour course and obtain a grade of 80 percent or higher before sitting for the examination again.

EXAMINATION DENIAL

The Department of Financial Services may deny permission for an applicant who does not meet one or more of the qualifications listed above. In addition, if it appears that the applicant is unfit to hold a license, predicated upon information developed during the application review process, the Department may also

deny permission. In essence, the Department is denying the license. A person who has been so denied may reapply within 30 days and start the process over again, but unless the problem(s) or deficiency that caused the first denial have been corrected, the new application will probably be denied as well.

THE GOVERNING STATUTE REGULATING THE EXAMINATION IS FS 648.38

EFFECTIVE DATE AND TERM OF LICENSE

The license is effective on the date of issue, and shall remain in effect until suspended or revoked by the department. Timely completion of continuing education, required to maintain uninterrupted licensure status.

INTERNSHIP

ONE YEAR MINIMUM and 18 MONTHS MAXIMUM.

After completing BOTH educational requirements, a one year internship must be completed. Applicants who have worked for bail bond agents are not credited for past work experience! The one year internship requires a minimum 30-hours per week under the direct supervision of a licensed bail bond agent. The maximum internship allowed is 18 months. At the end of the internship, the supervising bail bond agent must submit a letter to the Department confirming the completion of this requirement. If a temporary limited surety agent leaves the employ of the agent during the one year period, he or she may complete the remainder of the requirement with another bail bond agent.

STATE EXAM

After the internship is completed, the applicant submits another application to the Department. Once approved, the applicant may take the state examination for the Limited Surety Agent license. This exam must be successfully passed within four years following completion of the first educational requirement (120-hour qualification course OR 20-hour correspondence course) . If more than four years goes by, the educational requirement(s) must be taken again.

CONTINUING EDUCATION

(OLD Florida statute 648.385) requires that every licensed bail bond agent must complete 7-hours of Department approved continuing education every year, by the last date of the agent's birth month, following two years of licensure. For example, if an agent's birth month is January, and she receives her Limited Surety Agent License on March 1, she must complete the CE requirement by January 31. Failure

to complete the CE requirement can result in fines and suspension of appointments until the requirements are met.

648.385 Continuing education required; application; exceptions; requirements; penalties

648.385 Continuing education required; requirements.—

- (1) The purpose of this section is to establish requirements and standards for continuing education courses for persons authorized to write bail bonds in this state.
- (2) Each person subject to this chapter must complete a minimum of 14 hours of continuing education courses every 2 years as specified in s. 626.2815.

History.—s. 22, ch. 96-372; s. 15, ch. 2002-260; s. 56, ch. 2012-209.

By the last date of the agent’s birth month, following two years of licensure. For example, if an agent’s birth month is January, and she receives her Limited Surety Agent License on March 1, she must complete the CE requirement by January 31.

NOTE:

626.2815(3) Continuing education requirements.— Each licensee except a title insurance agent must complete a 5-hour update course every 2 years which is specific to the license held by the licensee. The course must be developed and offered by providers and approved by the department. The content of the course must address all lines of insurance for which examination and licensure are required and include the following subject areas: insurance law updates, ethics for insurance professionals, disciplinary trends and case studies, industry trends, premium discounts, determining suitability of products and services, and other similar insurance-related topics the department determines are relevant to legally and ethically carrying out the responsibilities of the license granted. A licensee who holds multiple insurance licenses must complete an update course that is specific to at least one of the licenses held. Except as otherwise specified, any remaining required hours of continuing education are elective and may consist of any continuing education course approved by the department under this section

Continuing Education Required CE courses are determined in section [626.2815](#), Florida Statutes. See the chart below for a breakdown.

Limited Surety (Bail Bond)	02-34 & 02-37	5 hours of Law and Ethics update (5-237) 9 hours of Elective credits
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APPOINTMENTS (APPENDIX PAGE 11)

648.55 All bail bond agents of same agency; licensed by same companies

All bail bond agents who are members of the same agency, partnership, corporation, or association shall be appointed to represent the same companies. If any member of such agency, partnership, corporation, or association is licensed and appointed as a professional bail bond agent, all members thereof shall be so licensed and appointed. It is the responsibility of each insurer to require that each bail bond agent in an agency are appointed to represent that particular insurer.

648.382 Appointment of bail bond agents and temporary bail bond agents; effective date of appointment.

(1) Each insurer appointing a bail bond agent and each insurer, managing general agent, or bail bond agent appointing a temporary bail bond agent in this state must file the appointment with the department and, at the same time, pay the applicable appointment fees and taxes. A person appointed under this section must hold a valid bail bond agent's or temporary bail bond agent's license.

(2) Prior to any appointment, an appropriate officer or official of the appointing insurer in the case of a bail bond agent or an insurer, managing general agent, or bail bond agent in the case of a temporary bail bond agent must submit:

(a) A certified statement or affidavit to the department stating what investigation has been made concerning the proposed appointee and the proposed appointee's background and the appointing person's opinion to the best of his or her knowledge and belief as to the moral character and reputation of the proposed appointee. In lieu of such certified statement or affidavit, by authorizing the effectuation of an appointment for a licensee, the appointing entity certifies to the department that such investigation has been made and that the results of the investigation and the appointing person's opinion is that the proposed appointee is a person of good moral character and reputation and is fit to engage in the bail bond business;

(b) Affidavit under oath on a form prescribed by the department, signed by the proposed appointee, stating that premiums are not owed to any insurer and that the appointee will discharge all outstanding forfeitures and judgments on bonds previously written. If the appointee does not satisfy or discharge such forfeitures or judgments, the former insurer shall file a notice, with supporting documents, with the appointing insurer, the former agent, and the department, stating under oath that the licensee has failed to timely satisfy forfeitures and judgments on bonds written and that the insurer has satisfied the forfeiture or judgment from its own funds. Upon receipt of such notification and supporting documents, the appointing insurer shall immediately cancel the licensee's appointment. The licensee may be reappointed only upon certification by the former insurer that all forfeitures and judgments on bonds written by the

licensee have been discharged. The appointing insurer or former agent may within 10 days, file a petition with the department seeking relief from this paragraph. Filing of the petition stays the duty of the appointing insurer to cancel the appointment until the department grants or denies the petition; and

(c) Any other information that the department reasonably requires concerning the proposed appointee.

(3) By authorizing the effectuation of an appointment for a licensee, the appointing insurer certifies to the department that the insurer will be bound by the acts of the bail bond agent acting within the scope of his or her appointment, and, in the case of a temporary bail bond agent, the appointing insurer, managing general agent, or bail bond agent, as the case may be, must certify to the department that he or she will supervise the temporary bail bond agent's activities.

(4) Each appointing insurer, managing general agent, or bail bond agent must advise the department in writing within 5 days after receiving notice or learning that an appointee has been arrested for, pled guilty or nolo contendere to, or been found guilty of, a felony or other offense punishable by imprisonment of 1 year or more under the law of any jurisdiction, whether judgment was entered or withheld by the court.

(5) A list of current appointments must be submitted to the department each month but in no case later than 45 days after the date of appointment. All appointments are effective as of the date indicated on the appointment form.

RENEWAL OF APPOINTMENTS

Biannually, on or before April 1 of every odd-numbered year, the insurer must apply for renewal of the appointments of its limited surety agents. Professional bond agents must file their own applications. The renewed appointment become effective on the following April 1. Appointments are considered to be continuous when there has been no action by the Department against the licensee. Florida statute 648.384 sets forth the consequences of failing to maintain appointments:

648.384 Effect of expiration of appointment; bail bond agents and runners.

(1) Upon the expiration of any person's appointment as provided in s.648.383, such person is without any authority to engage or attempt to engage in any activity requiring such appointment.

(2) If a bail bond agent fails to maintain an appointment with an insurer or if a runner fails to maintain an appointment with an insurer, managing general agent, or bail bond agent during any 24-month period, the bail bond agent or runner may not be granted a reappointment until he or she qualifies as a first-time applicant.

648.383 Renewal, continuation, reinstatement, and termination of appointment; bail bond agents and runners

- (1) The appointment of a bail bond agent or runner shall continue in force unless suspended, revoked, or otherwise terminated, subject to a renewal request filed by the appointing entity in the appointee's birth month and every 24 months thereafter. A renewal request must be filed with the department along with payment of the renewal appointment fee and taxes as prescribed in s.624.501.
- (2) Each appointing person must file with the department the lists, statement, and information as to each bail bond agent or runner whose appointment is being renewed, accompanied by payment of the applicable renewal fees and taxes as prescribed in s.624.501, by a date established by the department following the month during which the appointment will expire.
- (3) An appointment may be renewed by the department without penalty if the information required under subsection (2) is received by the department on or prior to the date established by the department for renewal, and such appointment is effective on the day the appointment was scheduled to expire.
- (4) If the information required under subsection (2) is received by the department after the date established by the department for renewal, the appointment may be renewed by the department if an additional appointment, continuation, and reinstatement fee accompanies the application as required under s. 624.501.

RUNNER (APPENDIX PAGE 60)

A runner is a separate license category. As of July 1995, no new runner licenses were issued and as of present, there are no remaining licensed runners in Florida. The function of the runner was primarily as a fugitive recovery agent. A limitation was imposed upon this license to recover fugitives.

PERSONS PROHIBITED FROM HOLDING APPOINTMENTS

648.44(2) Prohibitions; The following persons or classes shall not be bail bond agents, temporary bail bond agents, runners, or employees of a bail bond agent or a bail bond business and shall not directly or indirectly receive any benefits from the execution of any bail bond:

- (a) Jailers or persons employed in any jail.
- (b) Police officers or employees of any police department or law enforcement agency.
- (c) Committing magistrates, employees of a court, or employees of the clerk of any court.
- (d) Sheriffs and deputy sheriffs or employees of any sheriff's department.
- (e) Attorneys.
- (f) Persons having the power to arrest or persons who have authority over or control of federal, state, county, or municipal prisoners.

648.441 Furnishing supplies to unlicensed bail bond agent prohibited; civil liability and penalty.

(1). An insurer, managing general agent, bail bond agent, or temporary bail bond agent appointed under this chapter may not furnish to any person any blank forms, applications, stationery, business card, or other supplies to be used in soliciting, negotiating, or effecting bail bonds until such person has received from the department a license to act as a bail bond agent and is appointed by the insurer. This section does not prohibit an unlicensed employee, under the direct supervision and control of a licensed and appointed bail bond agent, from possessing or executing in the bail bond agency, any forms, except for powers of attorney, bond forms, and collateral receipts, while acting within the scope of his or her employment.

(2) Any insurer, licensee, or appointee who furnishes to any bail bond agent or other person not named or appointed by the insurer represented any of the supplies mentioned in subsection (1) and accepts any bail bond business from or writes any bail bond business for such bail bond agent, person, or agency is subject to civil liability to any insured of such insurer or indemnitor to the same extent and in the same manner as if such bail bond agent or other person had been appointed or authorized by the insurer, managing general agent, or bail bond agent to act in its or his or her behalf by the department.

(3) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, except that the violator is subject to a fine not to exceed \$5,000 in addition to, or in lieu of, any term of imprisonment.

NOTES SUBMITTING THE APPLICATION

Before submitting the application for the Temporary Limited Surety Agent's (T-234) License, you must secure employment with a bail bond agency or managing general agent. The supervising agent must sign the application for your employment status. Please note, that you are not authorized to perform any functions requiring licensure until after the Department has issued a temporary limited surety agent's license to you.

The application must be 100% complete and must be accurate. Questions about past arrests and/or convictions must be answered fully and honestly. If you have ever been convicted, or plead guilty or no contest to any misdemeanor or felony even if adjudication was withheld you must list it in the application. Sealed records are generally made available to administrative agencies. Failure to list this information can result in severe penalties, both civil and criminal. It is not the Department's intent to punish those persons who have paid their debt to society, however, severity of the crime may prohibit your entry into the bail

bond industry. Each case is reviewed on an individual basis. When this is a consideration, you must secure certified copies of the adjudication from the court of proper jurisdiction and submit these with your original application. Convicted felons must obtain a pardon from the Florida Legislature including full restoration of civil rights to be eligible for consideration of their application.

The normal processing time for fully complete temporary limited surety agent license, when the applicant has no criminal history is ninety (90) days, providing that all required forms and fees are included. Applicants with a criminal history should anticipate a longer processing time.

648.355 Temporary limited license as limited surety agent or professional bail bond agent; pending examination.

(1) The department may in its discretion, issue a temporary license as a limited surety agent or professional bail bond agent, subject to the following conditions:

(a) The applicant is a natural person at least 18 years of age and holds a high school diploma or its equivalent.

(b) The applicant is a United States citizen or legal alien who possesses work authorization from the United States Bureau of Citizenship and Immigration Services and is a resident of this state. An individual who is a resident of this state shall be deemed to meet the residence requirement of this paragraph, notwithstanding the existence, at the time of application for temporary license, of a license in the individual's name on the records of another state as a resident licensee of such other state, if the applicant furnishes a letter of clearance satisfactory to the department that the individual's resident licenses have been canceled or changed to a nonresident basis and that the individual is in good standing.

(c) The applicant is a person of high character and approved integrity and has never been convicted of or pleaded guilty or no contest to a felony, a crime involving moral turpitude, or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, whether or not a judgment or conviction is entered.

(d) Within 4 years prior to the date of application for a temporary license, the applicant has successfully completed a basic certification course in the criminal justice system, consisting of not less than 120 hours of classroom instruction with a passing grade of 80 percent or higher and has successfully completed a correspondence course for bail bond agents approved by the department.

(e) The applicant must be employed full time at the time of licensure, and at all times throughout the existence of the temporary license, by only one licensed and appointed supervising bail bond agent, who supervises the work of the applicant and is responsible for the licensee's conduct in the bail bond business. The applicant must be appointed by the same insurers as the supervising bail bond agent. The supervising bail bond agent shall certify monthly to the department under oath, on a form prescribed by the department, the names and hours worked each week of all temporary bail bond agents. Filing a false certification is grounds for the immediate suspension of the license and imposition of a \$5,000 administrative fine. The department may adopt rules that establish standards for the employment requirements.

(f) The application must be accompanied by an affidavit verifying proposed employment and a report as to the applicant's integrity and moral character on a form prescribed by the department and executed by the proposed employer.

(g) The applicant must file with the department statements by at least three reputable citizens who are residents of the same counties in which the applicant proposes to engage as a temporary licensee.

(h) The applicant's employer is responsible for the bail bonding acts of any licensee under this section.

(2) All applicable license fees, as prescribed in s. 624.501 must be paid before issuance of the temporary license.

(3) The temporary license shall be effective for 18 months, subject to earlier termination at the request of the employer or if suspended or revoked by the department.

(4) The applicant shall furnish, with the application for temporary license, a complete set of the applicant's fingerprints and a recent credential-sized, full-face photograph of the applicant. The applicant's fingerprints shall be certified by an authorized law enforcement officer. The department shall not issue a temporary license under this section until the department has received a report from the Department of Law Enforcement and the Federal Bureau of Investigation relative to the existence or nonexistence of a criminal history report based on the applicant's fingerprints.

(5) The department may collect a fee necessary to cover the cost of a character and credit report made by an established and reputable independent reporting service. The fee shall be deposited to the credit of the Insurance Regulatory Trust Fund.

(6) After licensure as a temporary licensee for at least 12 months, such licensee may file an application for and become eligible for a regular bail bond agent's license based on the licensee's experience in the

bail bond business and education pursuant to paragraph (1) (d) and, if otherwise qualified, take the required bail bond agent's licensure examination. The applicant and supervising bail bond agent must each file an affidavit under oath, on a form prescribed by the department, verifying the required employment of the temporary agent before issuance of the license.

(7) In no event shall a temporary licensee licensed under this section perform any of the functions for which a bail bond agent's license is required after expiration of the temporary license without having passed the written examination as for a regular bail bond agent's license.

(8) (a) A temporary licensee has the same authority as a licensed bail bond agent, including presenting defendants in court; apprehending, arresting, and surrendering defendants to the proper authorities; and keeping defendants under necessary surveillance. However, a temporary licensee must be accompanied by a supervising bail bond agent or an agent from the same agency when apprehending, arresting, or surrendering defendants to authorities.

(b) A temporary licensee may not execute or sign bonds, handle collateral receipts, deliver bonds to appropriate authorities, or operate an agency or branch agency separate from the location of the supervising bail bond agent, managing general agent, or insurer by whom the licensee is employed.

(9) The department shall not issue a temporary bail bond agent's license to any individual who has held such a temporary license in this state within 2 years after the expiration of such temporary bail bond agent's license.

EXECUTIVE CLEMENCY: OBTAINING A PARDON & RESTORATION OF CIVIL RIGHTS

Applicants for licensure as a bail bond agent who have ever been convicted of a felony will not be eligible for consideration of license approval until they have been granted a pardon by the Governor of Florida as set forth in the following statute(s) .

940.01 Clemency; suspension or remission of fines and forfeitures, reprieves, pardons, restoration of civil rights, and commutations

- (1) Except in cases of treason and in cases when impeachment results in conviction, the Governor may by executive order filed with the Secretary of State, suspend collection of fines and forfeitures, grant reprieves not exceeding 60 days, and, with the approval of three members of the Cabinet, grant full or conditional pardons, restore civil rights, commute punishment, and remit fines and forfeitures for offenses.

940.03 Application for executive clemency

When any person intends to apply for remission of any fine or forfeiture or the commutation of any punishment, or for pardon or restoration of civil rights, he or she shall request an application form from the Parole Commission in compliance with such rules regarding application for executive clemency as are adopted by the Governor with the approval of three members of the Cabinet. Such application may require the submission of a certified copy of the applicant's indictment or information, the judgment adjudicating the applicant to be guilty, and the sentence, if sentence has been imposed, and may also require the applicant to send a copy of the application to the judge and prosecuting attorney of the court in which the applicant was convicted, notifying them of the applicant's intent to apply for executive clemency.

940.04 Copy of information or indictment to be furnished without charge

In the event any applicant for executive clemency is required to supply a certified copy of the applicant's information, indictment, judgment, or sentence said document shall be furnished by the clerk of court to the applicant free of charge and without delay.

940.05 Restoration of civil rights

Any person who has been convicted of a felony may be entitled to the restoration of all the rights of citizenship enjoyed by him or her prior to conviction if the person has:

- (1) Received a full pardon from the board of pardons;
- (2) Served the maximum term of the sentence imposed upon him or her; or
- (3) Been granted his or her final release by the Parole Commission.

648.315 Number of applications for licensure required. After a license as a bail bond agent has been issued to an individual, the same individual is not required to file another application for a similar license unless:

- (1) Specifically ordered by the department to complete a new application; or
- (2) A period of 48 months transpires between the time the licensee's last limited surety agent or professional bail bond agent's appointment is terminated and the date an application for a similar appointment is received by the department.

CHAPTER 3.

FUNDAMENTALS OF CONTRACTS (6 HOURS)

OBJECTIVES.

After the student has completed this chapter, the student gains relevant and should be able to: Explain how a valid contract is created Understand the concept of contractual fraud Explain. "Contract of Adhesion".

Discuss the various types of contracts.

Explain the enforceability of contracts.

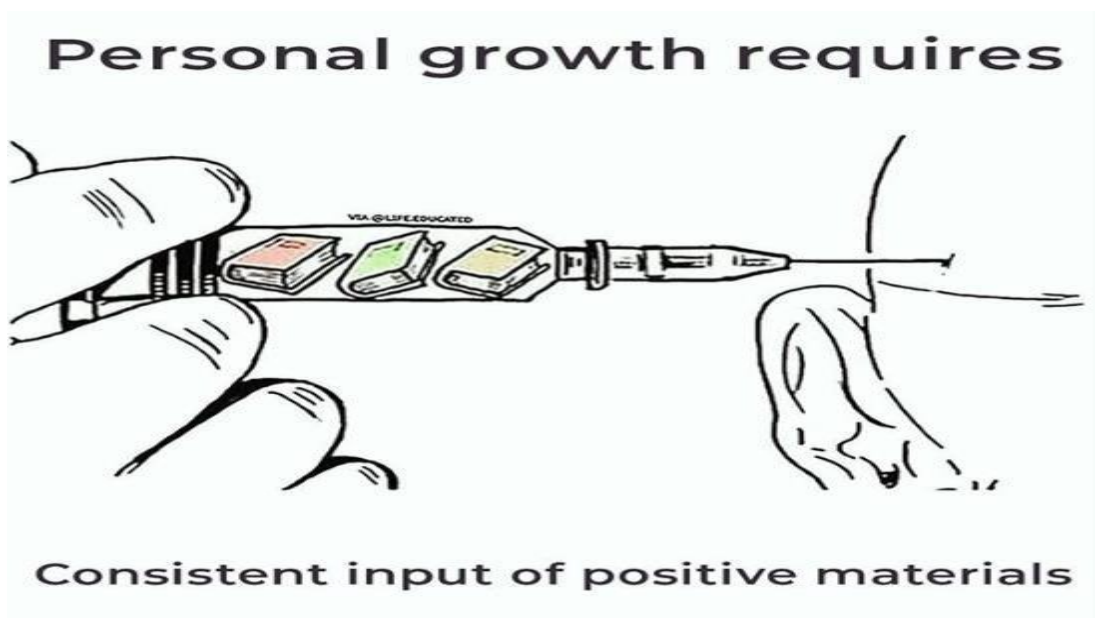
Explain the Actions that Make a Contract Unenforceable.

Discuss Creating a Valid Contract.

Discuss Appropriate Legal action to force contract compliance.

Explain the Contract Defenses: Mistake.

Understand the concept of Uniform Extradition Act.



CONTRACTS

Contracts are legally binding agreements, and they pervade almost every aspect of our personal and business lives. A contract is an agreement, but an agreement is not always a contract. An agreement can be informal or it may be written; a contract may be verbal or written. An agreement becomes a contract if it includes identification, offer, acceptance, consideration, competence, and elements to ensure legality in the relevant jurisdiction. If one party doesn't hold up its end of the bargain, the other party has legal remedies for any resulting damages. This article looks at the basic requirements for a legally binding contract, the contract as a document, and the process of contracting.



Contracts are the heart of the bail, surety, and insurance industry; it's one of the most important areas of legal concern and can involve many circumstances and complexities. Most contracts only need to contain two elements to be legally valid:

All parties must be in agreement (after an offer has been made by one party and accepted by the other)

Something of value must be exchanged such as cash, services, or goods (or a promise to exchange such an item) for something else of value.

CONTRACT REQUIREMENTS

To be enforceable by a court, every contract (whether written or oral) must meet several requirements. Let's take a look at each of them.

Consideration; As Cole Porter wrote in the song, True Love, "You give to me and I give to you." That sums up consideration. Each party has to promise or provide something of value to the other. Without this exchange, there is no contract.

Offer and acceptance; There must be a clear or definite offer to contract ("Do you want to buy this?") and an unqualified acceptance ("Yes!") .

Legal purpose; The purpose of the agreement must not violate the law. For example, you won't be able to enforce a loan agreement that charges interest in excess of what is allowed by usury laws or a service agreement to hire someone to rob a bank or kill your mother-in-law.

Capable parties; To be "capable" of making a contract, the parties must understand what they're doing. For example, there is a presumption that minors and insane people usually don't know what they're doing and, for that reason, contracts they enter into won't be enforced under certain circumstances.

Mutual assent; This is also sometimes referred to as a "meeting of the minds." The contracting parties must intend to be bound by their agreement and must agree on the essential terms.

In addition to these general rules, federal and state laws may impose more requirements on particular types of contracts. For example, certain consumer contracts must meet additional requirements, and some contracts must be in writing.

THE CONTRACT AS A DOCUMENT

The term "contract" often refers to a written agreement, typically including some or all of the following elements:

Introductory material (sometimes known as "recitals" or "whereas provisions") definitions of key terms, a statement of the purpose or purposes of the agreement the obligations of each party (and conditions that may trigger obligations) assurances as to various aspects of agreement (sometimes phrased as warranties, representations, or covenants) boilerplate.

THE CONTRACT AS A PROCESS

"**Contract**" is a noun, but it can be used as a verb too. When you contract with somebody, you participate in a process that typically involves three phases.

Phase 1: Contemplating the deal. The parties each assess the prospective arrangement and its risks ("Can I trust her?") and attempt to predict the future ("Will I regret paying this price for the computer next month? Will it be outdated?")

Phase 2: Reaching an agreement. During this phase the parties negotiate and agree on the terms, usually formalized in a written contract or some other documented evidence of the arrangement (such as a receipt or purchase order, for example)

Phase 3: Performance and enforcement. Once the contract is in place, the parties are legally required to perform their mutual obligations. If one party fails to perform, the other can sue to enforce the deal. A basic understanding of the fundamentals of contract law is necessary to assure the proper conduct of the bail bond business, since contracts are dealt with on a daily basis. Principles of the laws governing contracts are listed in the following outline. While other principles exist, the bail bond student should be able to recognize and differentiate between those shown below.

Contracts can be either expressed (written) or parole (oral), but oral contracts are more difficult to prove and in most jurisdictions the time to sue on the contract is shorter (such as two years for oral compared to four years for Written) . In some cases a contract can consist of several documents, such as a series of letters, orders, offers and counteroffers.

There are a variety of types of contracts:

- * Conditional on an event occurring;
- * Joint and several, in which several parties make a joint promise to perform, but each is responsible;
- * Implied, in which the courts will determine there is a contract based on the circumstances.

Parties can contract to supply all of another's requirements, buy all the products made, or enter into an option to renew a contract. The variations are almost limitless. Contracts for illegal purposes are not enforceable at law.

THE ENFORCEABILITY OF CONTRACTS

Contracts can be placed in one of three different groups, depending upon their enforceability in a court of law:

- * **VALID CONTRACT:** A contract that can be enforced by either party is called a valid contract.
- * **VOID CONTRACT:** A contract that cannot be enforced in a court of law by either party is called a void contract.
- * **VOIDABLE CONTRACT:** If one party has the option of enforcing the contract or may choose to void it, it is known as a voidable contract.

ACTS THAT MAKE A CONTRACT UNENFORCEABLE

FRAUD

Fraud takes on many forms and is found in many different phases of human conduct. In contracts it is said to take two forms:

* **FRAUD IN THE EXECUTION** is established when one of the parties signs one contract but believes she or he is signing another. In such case, the contract is void.

* **FRAUD IN THE INDUCEMENT** is the result of a false statement made by one party with the intent of inducing the other to sign the contract. The contract becomes voidable at the option of the defrauded party. Under certain conditions, fraud may also be grounds for criminal prosecution.

THE FIVE ELEMENTS OF FRAUD

1. A false statement must be made.
2. The party who makes the statement must know that it is untrue, thus it is a lie made knowingly.
3. The intent is that the other party will believe the lie and thus enter into the contract.
4. The other party, in good faith, accepts the statement as the truth.
5. The other party must be damaged as a result.

COMPONENTS OF A VOIDED CONTRACT

MISREPRESENTATION

When statements are made by the contracting parties during the negotiations stage (inducement) to sign a contract, they are called –representations. The statements are looked upon as being truthful. If one of these statements is not true, and the one making the statement knew it to be false, it's called a misrepresentation, and the contract — at the option of the injured party— is voidable. A representation which later turns out to be incorrect is known as a misstatement and thus, need not be a deliberate lie, and does not necessarily constitute fraud. However, it can still be used at the option of the injured party, to make the contract voidable.

CONCEALMENT

Concealment is the intentional withholding of facts by one party to take an oath –to tell the truth the whole truth, and nothing but the truth! This is very important when dealing with contracts, for if the facts that were withheld had been known; they may have prevented the other party from signing the contract. Concealment differs from misrepresentation in that it does not involve the telling of a lie but, instead, omits or fails to reveal the truth. Concealment may create a voidable contract if the injured party can prove it was done with intent.

PERJURY AND FALSE SWEARING

When a person tells a lie while under oath in a judicial proceeding, he or she has committed the crime known as perjury. If the lie is put in writing and sworn to before a notary public or similar official, it is called false swearing. Such an act creates a voidable contract and may subject the false swearer to criminal prosecution, whether or not the other party has actually suffered actual damages.

WAIVER

The word –waiver implies the giving up of a known right. When the party who is offering the contract leads the other party to believe that she or he will not enforce a portion or portions of the contract this is called the –waiving of rights . The court may not allow her or him to change their mind and enforce it later. That portion of the contract is void, even though the remainder of the contract may be valid and enforceable.

CREATING A VALID CONTRACT

The existence of a contract requires finding the following factual elements. A valid contract is one that meets all legal requirements and can be enforced by either party. The following elements are necessary in creating a valid contract:

OFFER One party must make an offer or proposal to the other.

ACCEPTANCE The other must accept the proposal or offer which results in –a meeting of the minds. It can be demonstrated by.

Example:

An auto broker has two cars, one of which is for sale, on the same lot; one white and the other blue. The broker asks her or his client if they are interested in buying a car and the prospective buyer says –Yes! and they shake hands. When it is later discovered that the broker wanted to sell the white car and the buyer wanted the blue car, the contract is void. There was no meeting of the minds and thus, no agreement.

PROMISE TO PERFORM The agreement must specify, with particularity, the precise promise(s) or covenants to be performed.

CONSIDERATION This is an integral part of a valid contract and it is usually referred to as –good and valuable consideration. This is subject to broad interpretation since what is good and valuable to one person might be of little value or totally worthless to another. Consideration may be an act for an act, a promise for a promise, or an act for a promise.

COMMITMENT A time or event when performance must be made (to meet the commitment).

TERMS AND CONDITIONS Terms and conditions for performance, including fulfilling promises.

PERFORMANCE If the contract is –unilateral .

COMPETENT PARTIES These are sometimes referred to as –sui juris parties. This means that the parties must be of legal age (varies by state, but age 18 in Florida) and in no way suffer any mental impairment. Most contracts are voidable by a minor or a person who was under some mental handicap when the contract was signed.

Please Note: there is a very important exception to this when dealing in criminal defendant’s bonds.

Whether the other party has the capacity to contract?

The law presumes that a party to a contract has the capacity to contract. However, minors (children under 18) and mentally disordered people do not have the full capacity to contract. It is for the person claiming the incapacity to prove their incapability to enter a contract.

In what circumstances can a minor enter into a contract?

A minor is capable to enter a contract for 'necessaries' (goods or services that are suitable to the condition of life of a minor). A minor who fails to pay for the goods or services can be sued for a breach of contract.

Florida statute 903.06 Validity of undertaking by minor

Minors may bind themselves by a bond to secure their release on bail in the same manner as persons sui juris

* **LEGALITY OF OBJECT** - The contract must be entered into for a legal purpose. If one party to the contract promises to perform some illegal act to the other, for pay, and carries through with the performance of that illegal act, they cannot enforce the contract (in a court of law) to collect the money. The contract was for an illegal purpose and therefore is not legally enforceable.

ENFORCING THE CONTRACT/ BREACH OF CONTRACT

When one party fails to perform some act that he or she has contractually agreed to do, it is said to be a breach of the contract, and the other party will be excused from further performance of the contract. In addition, if the other party has been damaged, they may ask for monetary damages under a suit for each of Contract.

SPECIFIC PERFORMANCE

When one party to a contract refuses to perform some obligation which they assumed under contract and the other party wishes to continue the agreement, the injured party may ask a court to compel the first party to fulfill her or his duty. This is called a suit for Specific Performance. It is an equitable remedy and does not involve awards of money.

For example if someone had agreed to purchase the house belonging to another, had made all the necessary arrangements and on the day of the closing, the seller -changed her or his mind, the buyer could ask the court to force the sale of the house. In a case such as this, money is not the object, but rather the acquisition of the new house. After all, the buyer's old home could have already been sold, furniture

moved, children enrolled in school and so on. The remedy of specific performance does not necessarily require money damages although these may be awarded as well in some cases.

MATERIAL BREACH OF CONTRACT

A material breach occurs when one party receives significantly less benefit or a significantly different result than what was specified in a contract.

MINOR BREACH OF CONTRACT

Also sometimes called a Partial Breach of Contract or an Immaterial Breach of Contract

ANTICIPATORY BREACH OF CONTRACT

A breach need not actually occur for the responsible party to be liable, but one of the parties has indicated that they will not fulfill their obligations under the contract.

TORT LAW: AN OVERVIEW

Torts are civil wrongs recognized by law as grounds for a lawsuit. These wrongs result in an injury or harm constituting the basis for a claim by the injured party. While some torts are also crimes punishable with imprisonment, the primary aim of tort law is to provide relief for the damages incurred and deter others from committing the same harms. The injured person may sue for an injunction to prevent the continuation of the tortious conduct or for monetary damages. Among the types of damages the injured party may recover are: loss of earnings capacity, pain and suffering, and reasonable medical expenses. They include both present and future expected losses.

Non-compete clause

In contract law, a non-compete clause (often NCC) , or covenant not to compete (CNC) , is a clause under which one party (usually an employee) agrees not to enter into or start a similar profession or trade in competition against another party (usually the employer) . Typically, non-compete agreements must be reasonable in terms of time, territory and scope. In some states, if any element is overbroad, the entire noncompete is overbroad and other provisions of the agreement may become unenforceable too. Other states' laws permit courts to revise and narrow, or -blue pencil, overbroad covenants so as to make them enforceable.

A **confidentiality agreement** (also called a nondisclosure **agreement** or NDA) is a legally binding contract in which a person or business promises to treat specific information as a trade secret and promises not to disclose the secret to others without proper authorization.

903.14 Contracts to indemnify sureties.

(1) A surety shall file with the bond an affidavit stating the amount and source of any security or consideration which the surety or anyone for his or her use has received or been promised for the bond. The affidavit may be filed in person or electronically.

(2) A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only the security or collateral stated in the affidavit.

(3) A limited surety or licensed bond agent may file a statement in lieu of the affidavit required in subsection (1) . Such statement must be filed within 30 days from the execution of the undertaking.

69B-221.100 Terms and Conditions of Contract; Surrender Form. Turn to page 84

648.45 Actions against a licensee; suspension or revocation of eligibility to hold a license

(l) Has demonstrated lack of good faith in carrying out contractual obligations and agreements.

(m) Has failed to perform a contractual obligation or agreement with a managing general agent or insurer which results in an unrecovered loss due to nonpayment of a forfeiture or judgment by the licensee.

Uniform Criminal Extradition Act

An extradition is surrendering the custody of an accused from one state or country to another state or country to place the accused on trial or punishment. In deciding extradition matters, an asylum state must comply with • The Extradition Clause • The federal statute and • The Uniform Criminal Extradition Act (UCEA) The federal constitutional and statutory provisions control the extradition process. All the states must follow the guidelines in the U.S. constitution and the federal statute. Further, extradition guidelines are usually found in the UCEA, which has been adopted in many states. Moreover, the extradition clause in the statute has been implemented in states through the federal statute and the UCEA.

The process is considerably different from interstate or intrastate extradition. Florida, Alaska, and Hawaii do not extradite for a misdemeanor conviction that was convicted in the US, as of 2010. Some felonies are an exception in American law such as a crime that is violent in nature, or a sexual offense, or felony driving while intoxicated; they will entail extradition from all states in the United States. Theft charges and small drug crimes are the exception; for instance, if a minor crime is committed in Florida, a person apprehended in Idaho will not be extradited back to the original crime's jurisdiction. Florida.

CHAPTER 4

OPERATING A BAIL BOND AGENCY

OBJECTIVES

After the student has completed this chapter, the student gains relevant and should be able to:

Understand the purpose of the build-up fund or "BUF" account Discuss a normal Bail Agent. Contract or "Contract of Agency" Understand the appointment and registration requirements Explain the differences between –actual" and "apparent" authority.

Explain the statutory limitations on advertising.

Discuss bail bond agents are compensated.

Explain the permissible activities for employees of a bail bond agency.

Discuss the requirements for a bail bond office.

Change of Address.

Payment of Premium.

648.387 Primary bail bond agents; duties.

Location and legal requirements Agent & Surety company contract Agent's authority and duties.

Registration of Bondsmen.

Location and legal requirements.

648.42 Registration of bail bond agents. Entrance and sign of bail agency.

Branch office and hours of operation.

648.441 Furnishing supplies to unlicensed bail bond agent prohibited; civil Liability and penalty.

648.34 Bail bond agents; qualifications.

648.295 Reporting and accounting of funds.

648.365 Statistical reporting requirements; penalty for failure to comply.

648.44: Prohibitions & Penalty.

69B-221.095: Soliciting Business.

648.41 Termination of appointment of temporary bail bond agents.

THE BAIL AGENT CONTRACT

Once a person has successfully completed all State pre-licensing requirements for Limited Surety Agent (Bail Bond Agent) he or she typically executes an Application for Appointment and will receive a liable or non-liable Bail Agent Contract with a surety company to be appointed by them to write bail. Professional Bail Bond Agents (bondsmen) are not required to be appointed by a surety company since they pledge their own assets to secure the appearance of bond principals.

Contractual clauses deserve special attention and a discussion. Bail bond Surety contracts are wordy legal documents, and vary to meet the needs and limitations of the surety company using it. The student is cautioned to examine each contract carefully, before signing her or his signature to it.

APPOINTMENT OF AGENT

A limited surety agent must be appointed by a surety company as their bail bond agent or – attorney-in-fact in order to execute bail bonds

648.382 Appointment of bail bond agents and temporary bail bond agents; effective date of appointment.

- (1) Each insurer appointing a bail bond agent and each insurer, managing general agent, or bail bond agent appointing a temporary bail bond agent in this state must file the appointment with the department and, at the same time, pay the applicable appointment fees and taxes. A person appointed under this section must hold a valid bail bond agent's or temporary bail bond agent's license.
- (2) Prior to any appointment, an appropriate officer or official of the appointing insurer in the case of a bail bond agent or an insurer, managing general agent, or bail bond agent in the case of a temporary bail bond agent must submit:
 - (a) A certified statement or affidavit to the department stating what investigation has been made concerning the proposed appointee and the proposed appointee's background and the appointing person's opinion to the best of his or her knowledge and belief as to the moral character and reputation of the proposed appointee. In lieu of such certified statement or affidavit, by authorizing the effectuation of an appointment for a licensee, the appointing entity certifies to the department that such investigation has been made and that the results of the investigation and the appointing person's opinion is that the proposed appointee is a person of good moral character and reputation and is fit to engage in the bail bond business;

(b) An affidavit under oath on a form prescribed by the department, signed by the proposed appointee, stating that premiums are not owed to any insurer and that the appointee will discharge all outstanding forfeitures and judgments on bonds previously written. If the appointee does not satisfy or discharge such forfeitures or judgments, the former insurer shall file a notice, with supporting documents, with the appointing insurer, the former agent, and the department, stating under oath that the licensee has failed to timely satisfy forfeitures and judgments on bonds written and that the insurer has satisfied the forfeiture or judgment from its own funds. Upon receipt of such notification and supporting documents, the appointing insurer shall immediately cancel the licensee's appointment. The licensee may be reappointed only upon certification by the former insurer that all forfeitures and judgments on bonds written by the licensee have been discharged. The appointing insurer or former agent may within 10 days, file a petition with the department seeking relief from this paragraph. Filing of the petition stays the duty of the appointing insurer to cancel the appointment until the department grants or denies the petition; and

(c) Any other information that the department reasonably requires concerning the proposed appointee.

(3) By authorizing the effectuation of an appointment for a licensee, the appointing insurer certifies to the department that the insurer will be bound by the acts of the bail bond agent acting within the scope of his or her appointment, and, in the case of a temporary bail bond agent, the appointing insurer, managing general agent, or bail bond agent, as the case may be, must certify to the department that he or she will supervise the temporary bail bond agent's activities.

(4) Each appointing insurer, managing general agent, or bail bond agent must advise the department in writing within 5 days after receiving notice or learning that an appointee has been arrested for, pled guilty or nolo contendere to, or been found guilty of, a felony or other offense punishable by imprisonment of 1 year or more under the law of any jurisdiction, whether judgment was entered or withheld by the court.

(5) A list of current appointments must be submitted to the department each month but in no case later than 45 days after the date of appointment. All appointments are effective as of the date indicated on the appointment form.

(6) Failure to notify the department within the required time period shall result in the appointing entity being assessed a delinquent fee of \$250. Delinquent fees shall be paid by the appointing entity and shall not be charged to the appointee.

648.41 Termination of appointment of temporary bail bond agents. A bail bond agent, insurer, or managing general agent terminating the appointment of a temporary bail bond agent must, within 10 days, file written notice thereof with the department, together with a statement that notice has been given or mailed to the temporary bail bond agent. Such notice filed with the department shall state the reasons, if any, for such termination. Information so furnished the department is confidential and exempt from the provisions of s. 119.07(1)

QUALIFYING POWER OF ATTORNEY (APPENDIX PAGE 34, 52)

The limited surety agent cannot begin to utilize their license without first complying with the law regarding it: FS **648.42**. The law, which applies to all bail bond agents (including professional bond agents)

648.42 Registration of bail bond agents. A bail bond agent may not become a surety on an undertaking unless he or she has registered in the office of the sheriff and with the clerk of the circuit court in the county in which the bail bond agent resides. The bail bond agent may register in a like manner in any other county, and any bail bond agent shall file a certified copy of his or her appointment by power of attorney from each insurer which he or she represents as a bail bond agent with each of such officers. Registration and filing of a certified copy of renewed power of attorney shall be performed by April 1 of each odd-numbered year. The clerk of the circuit court and the sheriff shall not permit the registration of a bail bond agent unless such bail bond agent is currently licensed and appointed by the department. Nothing in this section shall prevent the registration of a temporary licensee at the jail for the purposes of enabling the licensee to perform the duties under such license as set forth in this chapter.

POWER OF ATTORNEY ("POWERS") (APPENDIX PAGE 12)

This form authorizes the limited surety agent to pledge the assets of the surety companies as security for the bonds posted by their agents. FS 903.09 regulates this procedure. These powers also contain wording concerning the agent's appointment with the surety and confirms his or her authority to pledge the assets.

ACCEPTANCE OF APPOINTMENT 648.382

Appointment of bail bond agents and temporary bail bond agents; effective date of appointment.
The bond agent agrees to accept the company's appointment.

COMMISSION

Bail Agent Contract specify entitle commission or percentage of the premium collected. A percentage of the premium must be remitted to the general agent or insurer. The student must understand that most bail bond agents earn their living through commissions. The owner of the agency earns a higher commission than she or he pays to the licensed agents in the office, but all of the expenses of the office must be paid or the agency will fail! Commissions vary by contract. The owner of an agency may, pursuant to the terms of his or her Bail Agent Contract, pay his managing general agent or insurer anywhere from 10% to 40% of all premium collected. Commissions paid to employed licensed agents vary. An agent will be paid a higher commission for bonds he or she originates, and a lower commission percentage on bonds written for clients of the agency.

BUF ACCOUNT: 648.29 Build-up funds posted by bail bond agent. (APPENDIX PAGE 39)

Regardless of intentions, it is likely that eventually, a defendant will –skip bail, resulting in a forfeiture of the bond. The student should fully understand that the primary responsibility of the bail bond agent is to assure the presence of the defendant each and every time it is required by the court. When a defendant flees, it is the agent’s responsibility to locate, apprehend and return the defendant to face justice.

Obviously, there is an expense factor in locating and returning defendants. The expenses incurred are the proper responsibility of the –liable agent, though this does not preclude, of course, recovery of losses from indemnitors on a bond. Some agencies do not require that the agent writing the bond be liable for the appearance of the defendant, but this is the exception, not the rule. In most instances, the writing agent is responsible for assuring the defendant’s appearance. If the agent can locate and return the defendant without outside assistance, then the surety will not incur any additional significant expenses. Conversely, when the agent cannot fulfill this function, the surety may ultimately incur costs or losses through a bond forfeiture. The expenses incurred may be reimbursed from the liable agent’s BUF account, consistent with the terms of their bail agent contract.

Newly licensed bail bond agents enter the industry with varying financial resources. Many new agents dream of owning their own business, but before they can transform the dream into a reality, they must be ready to enter into significant financial commitments. Always keeping in mind that there is a very real risk of loss in the bail bond business, the agent will be subject to limitations on the dollar limits on the bonds he or she can execute. The amount of money accumulated in the BUF account may determine the maximum penal amount that an agent can post on any given defendant. This is referred to as – underwriting authority. If the agent owns a house or other real property (real estate) the agent may be

required to provide a mortgage, pledging the house to the general agent and insurer as contract collateral, as a condition for becoming contracted with the surety. In essence, the agent is stating that he or she is willing to place his own home at risk to cover any losses that may be incurred on bonds he or she elects to underwrite. Bear in mind that losses created by an agent must ultimately be paid by someone. If the agent lacks the financial resources, then the responsibility either falls upon the managing general agent or Surety Company who granted the agent's appointment. This type of contract collateral gives the bail bond agent a vested interest in writing quality bonds.

MANAGING GENERAL AGENT

Insurance companies who are otherwise qualified and wish to underwrite bail bonds in Florida must appoint a managing general agent. F.S. 648.388 and Administrative Rule 69B-221.003 provides a complete description of this part of the Florida law.

648.388 Insurer must appoint managing general agent

Any insurer regularly engaged in the execution of bail bonds in this state shall have a managing general agent in this state to supervise its agents.

69B-221.003 Managing General Agents

All insurers regularly engaged in the bail bond business in this state shall have a licensed and appointed managing general agent in this state who shall be responsible for the supervision of their bail bond agents. The records of all bail bonds written in this state must be made available within 48 hours after being requested by the Department. Failure to provide documents when requested will result in the managing general agent and insurer being subject to administrative action.

DUTIES OF AGENT, OR AGENT'S AUTHORITY

The most important clauses of all from the surety company's standpoint deal with what duties the agent will be allowed and/or expected to perform. The agent has a great deal of responsibility once the surety has appointed him or her and entrusted them with powers of attorney to execute bonds on behalf of the company or in its name. The contract states what the agent is prohibited from doing. The company is bound by the acts of its agent and can be forced to perform on any bond contract executed by the agent. From the standpoint of the public and under the law, it often appears that the agent has the power to act for the company in all situations. This assumption illustrates two concepts which must be fully understood by both the student and licensed limited surety agent:

ACTUAL AUTHORITY: The authority which the company grants, by contract, to an agent.

APPARENT AUTHORITY: This is the authority the public may believe the agent has. Apparent authority refers to a situation where a reasonable third party would understand that an agent had authority to act. This means a principal is bound by the agent's actions, even if the agent had no actual authority, whether express or implied. It raises an estoppel because the third party is given an assurance, which he relies on and would be inequitable for the principal to deny the authority given. Apparent authority can legally be found, even if actual authority has not been given.

648.387 Primary bail bond agents; duties. (APPENDIX PAGE 9)

(1) The owner or operator of a bail bond agency shall designate a primary bail bond agent for may each location, and shall file with the department the name and license number of the person and the address of the location on a form approved by the department. The designation of the primary bail bond agent be changed if the department is notified immediately. Failure to notify the department within 10 working days after such change is grounds for disciplinary action pursuant to s. 648.45.

(2) The primary bail bond agent is responsible for the overall operation and management of a bail bond agency location, whose responsibilities may include, without limitations, hiring and supervising of all individuals within the location, whether they deal with the public in the solicitation or negotiation of bail bond contracts or in the collection or accounting of moneys. A person may be designated as primary bail bond agent for only one location.

(3) The department may suspend or revoke the license of the owner, operator, and primary bail bond agent if a bail bond agency employs, contracts with, or uses the services of a person who has had a license denied or whose license is currently suspended or revoked. However, a person who has been denied a license for failure to pass a required examination may be employed to perform clerical or administrative functions for which licensure is not required.

(4) An owner, operator, or primary agent may not employ, contract with, or use the services of any person in a bail bond agency who has been charged with, found guilty of, or pled guilty or nolo contendere to a felony or a crime punishable by imprisonment of 1 year or more under the law of any jurisdiction, without regard to whether judgment was entered or withheld by the court.

(5) A bail bond agency location may not conduct surety business unless a primary bail bond agent is designated at all times. The failure to designate a primary agent on a form prescribed by the department, within 10 working days after an agency's inception or a change of primary agent, is a violation of this chapter, punishable as provided in s. 648.45.

LOCATION OF A BAIL BOND OFFICE

The location of the bail bond agent's office is not of great concern to the Department of Financial Services as long as certain minimum standards are met.

626.749 Place of business in residence.—No requirement of this part that an agent maintain within this state a place of business which is accessible to the public shall be deemed to prohibit the maintenance of such a place of business in connection with the place of residence of either the agent or of other persons, if:

- (1) A separate room is set aside by the agent for, and is actually used as, the office or place of business;
- (2). Such room is easily accessible to the public and is in fact in the usual course of business used by the agent in his or her dealings with the public; and
- (3) The existence of such place of business is suitably advertised, as determined by the department.

History.—s. 273, ch. 59-205; ss. 13, 35, ch. 69-106; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 3, ch. 81-282; ss. 2, 3, ch. 81-318; ss. 241, 807, 810, ch. 82-243; ss. 206, 207, ch. 90-363; s. 4, ch. 91-429; s. 255, ch. 97-102.

69B-221.051 Actively Engaged in Business; Place Suitably Designated; Accessible to Public. Every bail bond agent must be actively engaged in the bail bond business; in a building suitably designated as a bail bond agency, which must be maintained open and accessible to the public to render service during reasonable business hours.

(1) Each bail bond agency, and each branch office, shall be in the active full-time charge of a licensed and appointed primary bail bond agent as required by Section 648.387, F.S., and shall be designated on form DFS-H2-1541, Designation or Deletion of Primary Bail Bond Agent for Bail Bond Agency and Filing of Business Names which is adopted and incorporated herein by reference.

(2) Each bail bond agency and each branch office shall have an entrance easily accessible to the public and used by the bail bond agent in the regular course of their business dealings with the public. As used in

this rule, –accessible to the public means the entrance shall be suitably designated by a sign or other display, readable from a reasonable distance, which provides at a minimum the agency name.

Additionally, if a bail bond agency is located in a building which maintains a uniform office directory on its premises, the directory shall provide at a minimum the current name of that bail bond agency.

(3) As used in this rule, the term –reasonable business hours means at least eight hours daily between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, except for legal holidays.

(4) (a) A temporary bail bond agent must be employed full-time and shall be physically accompanied by the supervising bail bond agent or bail bond agent from the same agency as required by Sections 648.25(8) and 648.355(8) , F.S. As used in this rule, the term –full-time means that the temporary bail bond agent must work at least 1,540 hours during 12 months of employment as a temporary bail bond agent. This will result in an average of slightly less than 30 hours per week. Each employer of a temporary bail bond agent must provide the temporary bail bond agent the opportunity to work at least 30 hours a week during the period of employment and may allow the temporary bail bond agent to work more than 30 hours per week.

(b) A temporary bail bond agent shall be employed and receive a salary or wages as required by law.

(c) The supervising bail bond agent shall file monthly a certified report under oath on form DFS-H2-1543, **(APPENDIX PAGE 17)**

648.34 BAIL BOND AGENTS; QUALIFICATIONS

(c) The place of business of the applicant will be located in this state and in the county where the applicant will maintain his or her records and be actively engaged in the bail bond business and maintain an agency accessible to the public which is open for reasonable business hours.

SIGN

At or near the entrance or on the door, the bond agent must post a sign –readable from a reasonable distance away. As a minimum, the sign must provide the business name and the name of every individually licensed bail bond agent employed there. If the business is in an office building with a directory, then the directory must at least list the name of the business. Local sign ordinances regulate size and placement of signs and the new bail bond agent should check with local authorities before incurring the expenses of a sign.

SUPERVISION

A place of business, including a branch office, may not be established, opened, or maintained unless it is under the active full-time charge of a licensed and appointed bail bond agent.

TEMPORARY LIMITED SURETY AGENTS

Note that the supervising agent is responsible for actions of the temporary limited surety agents employed.

CLERICAL OFFICE PERSONNEL OR OTHER LICENSED AGENTS AND/OR EMPLOYEES

A bail bond agent may hire personnel to handle the day-to-day requirements of running any office, greeting the public, answering the phone, filing, clerical duties and other necessary and customary functions. It is critical that the bail bond agent acts in a way to ensure that the office staff does not appear in any way to the public that these persons are licensed bail bond agents. F.S. 648.441(1) places restrictions on soliciting or negotiating bonds by unlicensed personnel.

648.441 Furnishing supplies to unlicensed bail bond agent prohibited; civil liability and penalty.

- (1) An insurer, managing general agent, bail bond agent, or temporary bail bond agent appointed under this chapter may not furnish to any person any blank forms, applications, stationery, business card, or other supplies to be used in soliciting, negotiating, or effecting bail bonds until such person has received from the department a license to act as a bail bond agent and is appointed by the insurer. This section does not prohibit an unlicensed employee, under the direct supervision and control of a licensed and appointed bail bond agent, from possessing or executing in the bail bond agency, any forms, except for powers of attorney, bond forms, and collateral receipts, while acting within the scope of his or her employment.
- (2) Any insurer, licensee or appointee who furnishes to any bail bond agent or other person not named or appointed by the insurer represented any of the supplies mentioned in subsection (1) and accepts any bail bond business from or writes any bail bond business for such bail bond agent, person, or agency is subject to civil liability to any insured of such insurer or indemnitor to the same extent and in the same manner as if such bail bond agent or other person had been appointed or authorized by the insurer, managing general agent, or bail bond agent to act in its or his or her behalf by the department.
- (3) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, except that the violator is subject to a fine not to exceed \$5,000 in addition to, or in lieu of, any term of imprisonment.

LICENSES AND APPOINTMENTS

The Department of Financial Services issues licenses. Surety (insurance) companies grant appointments, all bail bond agents in the same firm or agency must be appointed by each and every surety company which has appointed any agent(s) in that agency. If any person is licensed as a professional bond agent, then all such persons in that agency must be licensed as professional bond agents.

RECORDS

69B-221.055 REQUIRES EVERY BAIL BOND OFFICE TO MAINTAIN THE FOLLOWING DOCUMENTS:

69B-221.055 Permanent Office Records Required.

Pursuant to Section 648.36, Florida Statutes, each bail bond agent, as a minimum requirement for permanent office records shall maintain:

- (1) A daily bond register which shall be the book of original and permanent record of all bonds or undertakings executed by the licensee which shall state the number of the Power of Attorney form, date bond was executed, name of principal, amount of bond, premium charged, premium reported to surety company, security or collateral received, indemnity agreements, disposition of bond, and date of -disposition.
- (2) An individual file or envelope for each principal for whom bond is made which shall contain the original application for bail bond or undertaking, security or collateral affidavit, where security or collateral is located, information as to any security or consideration received by the agency or licensee in connection with each particular bail bond or undertaking and purpose for which it was received, receipt or release executed by the person or persons posting security or collateral evidencing the return of such security or collateral and indemnity agreement as executed by co- indemnitors.

Florida statute 648.295 requires a bail bond agent to keep records for at least a 3 year period following the date of discharge, proving that the insurance (surety) companies were paid all premiums due them. Canceled checks and copies of reports are deemed sufficient.

648.36 Bail bond agent's records Each licensee must maintain in his or her office such records of bail bonds executed or countersigned by him or her to enable the department to obtain all necessary

information concerning such bail bonds for at least 3 years after the liability of the surety has been terminated. Such records shall be open to examination, inspection, and photographic reproduction by the department or an authorized representative of the insurer or managing general agent, or agents of the department, at all times, and the department may at any time require the licensee to furnish to it in such manner or form as it requires, any information concerning the bail bond business of such licensee.

648.295 Reporting and accounting of funds. (APPENDIX PAGE 4)

(1) All premiums, return premiums, or other funds belonging to insurers or others received by a person licensed pursuant to this chapter in transactions under her or his license are trust funds received by the licensee in a fiduciary capacity, and the licensee must account for and pay the same to the insurer, insured, or other person entitled to such funds.

(2) A licensee shall keep and make available to the department books, accounts, and records as necessary to enable the department to determine whether such licensee is complying with this chapter. A licensee shall preserve the books, accounts, and records pertaining to a premium payment for at least 3 years after making such payment. Records that are preserved by computer or photographic reproduction or records that are in photographic form constitute compliance with this requirement.

(3) Any licensee who unlawfully diverts or appropriates such funds or any portion thereof to her or his own use commits larceny by embezzlement, punishable as provided by law.

******* Agent must also file a Discharge Report (APPENDIX PAGE 3) *******

REQUIRED REPORTING

Bail bond agents and surety companies are required to maintain and submit statistical information to the Department of Financial Services. Certain reporting requirements are for insurers only. Florida statute 648.365 addresses these requirements as follows:

648.365 Statistical reporting requirements; penalty for failure to comply.

(1) Each insurer and each bail bond agent who writes bail bonds in this state, shall maintain and transmit the following information, based on their Florida bail bond business, to the department or office when requested and shall report the information separately for each company represented but only insurers shall report the information specified in paragraphs (a) , (l) , and (m)

(a) Commissions paid.

- (b) The number of, and the total dollar amount of bonds executed.
- (c) The number of, and the total dollar amount of, bonds declared forfeited.
- (d) The number of, and the total dollar amount of forfeitures discharged, remitted, or otherwise recovered prior to payment for any reason.
- (e) The number of, and the total dollar amount of, forfeitures discharged, remitted, or otherwise recovered prior to payment due to the apprehension of the defendant by the bail bond agent.
- (f) The number of, and the total dollar amount of, judgments entered.
- (g) The number of, and the total dollar amount of, forfeitures paid and subsequently recovered from the court by discharge or remission or otherwise.
- (h) A list of every outstanding or unpaid forfeiture, estreature, and judgment with the case number and the name of the court in which such forfeiture, estreature, or judgment is recorded and the name of each agency or firm that employs the bail bond agent.
- (i) The number of, and the total dollar amount of, bonds for which collateral was accepted.
- (j) The actual realized value of collateral converted, excluding the cost of converting the collateral.
- (k) The cost of converting collateral.
- (l) The underwriting gain or loss.
- (m) The net investment gain or loss allocated to the flow of funds associated with Florida business.
- (n) Such additional information as the department or office may require in order to:
 1. Evaluate the reasonableness of rates or assure that such rates are not excessive or unfairly discriminatory.
 2. Evaluate the financial condition or trade practices of bail bond agents and sureties executing bail bonds.
 3. Evaluate the performance of the commercial bail bond industry in accordance with appropriate criminal justice system goals and standards.

Each bail bond agent shall submit a copy of such information to each insurer he or she represents.

- (2) Any person who intentionally fails to provide the information in this section when requested by the department or office, intentionally provides incorrect or misleading information, or intentionally omits any required information commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

******* Previously Statistical reporting requirement statute mandated that semi-annual statistical reports be sent to the department every six-months. TODAY IT'S UPON REQUEST..*******

ADVERTISING

Effective advertising is an essential element of success for all businesses. Bail bond agents may engage in any form of advertising not specifically prohibited in the statutes or administrative rules. The following discussion sets forth these prohibitions.

PROHIBITED PRACTICES

648.44 Prohibitions; penalty.

(1) A bail bond agent or temporary bail bond agent may not:

- (a) Suggest or advise the employment of, or name for employment, any particular attorney to represent his or her principal.
- (b) Directly or indirectly solicit business in or on the property or grounds of a jail, prison, or other place where prisoners are confined or in or on the property or grounds of any court. The term –solicitation includes the distribution of business cards, print advertising, or other written or oral information directed to prisoners or potential indemnitors, unless a request is initiated by the prisoner or a potential indemnitor. Permissible print advertising in the jail is strictly limited to a listing in a telephone directory and the posting of the bail bond agents or agency's name, address, and telephone number in a designated location within the jail.
- (c) Initiate in-person or telephone solicitation after 9:00 p.m. or before 8:00 a.m., in the case of domestic violence cases, at the residence of the detainee or the detainee's family. Any solicitation not prohibited by this chapter must comply with the telephone solicitation requirements in ss. 501.059(2) and (4) 501.613, and 501.616(6) .
- (d) Wear or display any identification other than the department issued or approved license or approved department identification, which includes a citation of the licensee's arrest powers, in or on the property or grounds of a jail, prison, or other place where prisoners are confined or in or on the property or grounds of any court.
- (e) Pay a fee or rebate or give or promise anything of value to a jailer, police officer, peace officer, or committing trial court judge or any other person who has power to arrest or to hold in custody or to any

public official or public employee in order to secure a settlement, compromise, remission or reduction of the amount of any bail bond or estreatment thereof.

(f) Pay a fee or rebate or give anything of value to an attorney in a bail bond matter, except in defense of any action on a bond.

(g) Pay a fee or rebate or give or promise anything of value to the principal or anyone on his or her behalf.

(h) Participate in the capacity of an attorney at a trial or hearing of one on whose bond he or she is surety.

(i) Loiter in or about a jail, courthouse, or where prisoners are confined.

(j) Accept anything of value from a principal for providing a bail bond except the premium and transfer fee authorized by the office, except that the bail bond agent may accept collateral security or other indemnity from the principal or another person in accordance with the provisions of s.648.442, together with documentary stamp taxes, if applicable. No fees, expenses, or charges of any kind shall be permitted to be deducted from the collateral held or any return premium due, except as authorized by this chapter or rule of the department or commission. A bail bond agent may upon written agreement with another party, receive a fee or compensation for returning to custody an individual who has fled the jurisdiction of the court or caused the forfeiture of a bond.

(k) Write more than one power of attorney per charge on a bond, except in the case of a co- surety, unless the power of attorney prohibits a co-surety.

(l) Execute a bond in this state on his or her, own behalf.

(m) Execute a bond in this state if a judgment has been entered on a bond executed by the bail bond agent, which has remained unpaid for 35 days, unless the full amount of the judgment is deposited with the clerk in accordance with s. 903.27(5)

(n) Make a statement or representation to a court, unless such statement or representation is under oath. Such statement or representation may not be false, misleading, or deceptive.

(o) Attempt to collect, through threat or coercion, amounts due for the payment of any indebtedness related to the issuance of a bail bond in violation of s. 559.72.

- (p) Conduct bail bond business with any person, other than the defendant, on the grounds of the jail or courthouse for the purpose of executing a bond.
- (2) The following persons or classes shall not be bail bond agents, temporary bail bond agents, or employees of a bail bond agent or a bail bond business and shall not directly or indirectly receive any benefits from the execution of any bail bond:
- (a) Jailers or persons employed in any jail.
 - (b) Police officers or employees of any police department or law enforcement agency.
 - (c) Committing trial court judges, employees of a court or employees of the clerk of any court.
 - (d) Sheriffs and deputy sheriffs or employees of any sheriff's department.
 - (e) Attorneys.
 - (f) Persons having the power to arrest or persons who have authority over or control of federal, state, county, or municipal prisoners.
- (3) A bail bond agent may not sign or countersign in blank any bond, give a power of attorney to, or otherwise authorize, anyone to countersign his or her name to bonds unless the person so authorized is a licensed and appointed bail bond agent directly employed by the bail bond agent giving such power of attorney.
- (4) A place of business, including a branch office, may not be established, opened, or maintained unless it is under the active full-time charge of a licensed and appointed bail bond agent.
- (5) Except as between licensed and appointed bail bond agents, a bail bond agent may not divide with others, or share in, any commissions payable on account of any bail bond.
- (6) (a) No bail bond agency shall advertise as or hold itself out to be a bail bond or surety company.
- (b) Any misleading or false advertisement or deceptive trade practice is prohibited as provided in part IX of chapter 626.
- (c) The advertisement of reduced premium rates is prohibited.
- (d) After October 1, 2002, a bail bond agency may not use a name that implies a reduced rate of premium.

(e) A bail bond agent may not make material misrepresentations or omissions in statements or use advertisements that constitute material misrepresentations of facts, create unjust expectations concerning services, or make improper comparisons.

2. Bail bond agents may not own or advertise under firm names that are false, misleading, or deceptive, or use trade names that imply a connection with any government agency.

3. A bail bond agent may not use any advertisement or advertise under any name that includes the word -free .

4. A bail bond agent may not advertise under a trade name unless the name and address appear on the agent's letterhead or business cards. Such name must be registered with the department.

(7) Any permissible advertising by a bail bond agent or agency must include the address of record filed with the department.

(8) (a) A person who has been convicted of or who has pleaded guilty or no contest to a felony or a crime involving moral turpitude or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country regardless of whether adjudication of guilt was withheld, may not act in any capacity of a bail bond agency or participate as a director, officer, manager, agent, contractor or employee of any bail bond agency or office thereof or exercise direct or indirect control in any manner in such agency or office or own shares in any closely held corporation which has any interest in any bail bond business. Such restrictions on engaging in the bail bond business shall continue to apply during a pending appeal.

(b) Any person who violates the provisions of paragraph (a) or any person who knowingly permits a person who has been convicted of or who has pleaded guilty or no contest to a crime as described in paragraph (a) to engage in the bail bond business as prohibited in paragraph (a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s.775.084.

(c) Any law enforcement agency, state attorney's office, court clerk, or insurer that is aware that a bail bond agent or temporary bail bond agent has been convicted of or who has plead guilty or no contest to a crime as described in paragraph (a) shall notify the department of this fact.

(d) Upon the filing of an information or indictment against a bail bond agent or temporary bail bond agent, the state attorney or clerk of the circuit court shall immediately furnish the department a certified copy of the information or indictment.

(9) (a) Any person who violates any provisions of paragraph (1) (e) , paragraph (1) (f), paragraph (1) (g) , paragraph (1) (j) , or paragraph (1) (n) , or subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) Any person who violates the provisions of paragraph (1) (a), paragraph (1) (b), paragraph (1)(c), paragraph (1)(h), paragraph (1)(k), paragraph (1)(m), paragraph (1)(o), paragraph (1)(p), subsection (3), subsection (4), or subsection (5) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

F.S. 648.440

(1) Any permissible advertising by a bail bond agent or agency must include the address of record filed with the department.

Administrative Rules also address the topic of advertising. 69B-221.095 Soliciting Business

(1) No person shall directly or indirectly solicit business in or on the property or grounds of a jail, prison, or other place where prisoners are confined, or in or on the property or grounds of a court or any building housing courtrooms.

(2) For the purposes of this rule, solicit shall include:

(a) Displaying, wearing, or distributing any item which directly or indirectly advertises bail bond services; or

(b) Approaching anyone or urging, enticing, luring, or inviting anyone to approach a bail bond agent to use their services.

(c) Parking a motor vehicle, which displays the name of a bail bond agent, a bail bond agency, or any other information advertising bail bond services.

(d) Passing out business cards unless requested by the principal or indemnitor or other print advertising by any licensee or unlicensed persons in jails, courthouses, or other immediate areas as described in subsection (3) Print advertising allowed in the telephone book is yellow page advertising.

(e) Only the state issued or approved identification which includes a citation of the licensee's arrest powers may be worn in the locations described in subsection (3)(f) Loiter in any of the areas described in subsection (3).

(3) For the purposes of this rule, the property or grounds of a court, jail, prison, or other place where prisoners are confined shall include all parking lots and parking spaces adjacent to such places or adjacent to public walkways or public streets adjacent to such places.

Rulemaking Authority 648.26(1)(a) FS. Law Implemented 648.44 FS. History—New 12-23-82, Formerly 4-1.18, Amended 11-5-89, Formerly 4-1.018, Amended 4-14-97, 1-22-03, Formerly 4-221.095.

ALLOWED ADVERTISEMENT

Any advertising not specifically prohibited is permissible. Chapter 626 of the insurance code sets forth prohibitions on false and misleading advertising practices which are forbidden as well. The following list includes examples of permitted advertising:

*** Social Media *Business cards *Direct mail * Radio *Television *Newspaper * Yellow Pages
*Stationary, envelop * Trade journals *Industry publications * Internet***

***** Some Jails provide a place for all local bail bond agents to list their agency address and phone number.**

626.9541(1)(m)-(n) Unfair methods of competition and unfair or deceptive acts or practices defined.—

1. The provisions of paragraph (f), paragraph (g), or paragraph (h) do not prohibit a licensed insurer or its agent from:

a. Giving to insureds, prospective insureds, or others any article of merchandise, goods, wares, store gift cards, gift certificates, event tickets, anti-fraud or loss mitigation services, or other items having a total value of \$100 or less per insured or prospective insured in any calendar year.



b. Making charitable contributions, as defined in s. 170(c) of the Internal Revenue Code, on behalf of insureds or prospective insureds, of up to \$100 per insured or prospective insured in any calendar year.

(n) Free insurance prohibited.—

1. Advertising, offering, or providing free insurance as an inducement to the purchase or sale of real or personal property or of services directly or indirectly connected with such real or personal property.

2. For the purposes of this paragraph, “free” insurance is:

a. Insurance for which no identifiable and additional charge is made to the purchaser of such real property, personal property, or services.

b. Insurance for which an identifiable or additional charge is made in an amount less than the cost of such insurance as to the seller or other person, other than the insurer, providing the same.

626.9521 Unfair methods of competition and unfair or deceptive acts or practices prohibited; penalties.—

(1) No person shall engage in this state in any trade practice which is defined in this part as, or determined pursuant to s. 626.951 or s. 626.9561 to be, an unfair method of competition or an unfair or deceptive act or practice involving the business of insurance.

626.9541 Unfair methods of competition and unfair or deceptive acts or practices defined.—

(1) UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE ACTS.—

The following are defined as unfair methods of competition and unfair or deceptive acts or practices:

(c) Defamation.—

Knowingly making, publishing, disseminating, or circulating, directly or indirectly, or aiding, abetting, or encouraging the making, publishing, disseminating, or circulating of, any oral or written statement, or any pamphlet, circular, article, or literature, which is false or maliciously critical of, or derogatory to, any person and which is calculated to injure such person.

(d) Boycott, coercion, and intimidation.—

Entering into any agreement to commit, or by any concerted action committing, any act of boycott, coercion, or intimidation resulting in, or tending to result in, unreasonable restraint of, or monopoly in, the business of insurance.

(e) False statements and entries.—

1. Knowingly:

a. Filing with any supervisory or other public official,

b. Making, publishing, disseminating, circulating,

c. Delivering to any person,

d. Placing before the public,

e. Causing, directly or indirectly, to be made, published, disseminated, circulated, delivered to any person, or placed before the public, any false material statement.

2. Knowingly making any false entry of a material fact in any book, report, or statement of any person, or knowingly omitting to make a true entry of any material fact pertaining to the business of such person in any book, report, or statement of such person.

(g) Unfair discrimination.—

1. Knowingly making or permitting any unfair discrimination between individuals of the same actuarially supportable class and equal expectation of life, in the rates charged for any life insurance or annuity contract, in the dividends or other benefits payable thereon, or in any other of the terms and conditions of such contract.

2. Knowingly making or permitting any unfair discrimination between individuals of the same actuarially supportable class, as determined at the original time of issuance of the coverage, and essentially the same hazard, in the amount of premium, policy fees, or rates charged for any policy or contract of accident, disability, or health insurance, in the benefits payable thereunder, in any of the terms or conditions of such contract, or in any other manner whatever.

(h) Unlawful rebates.—

1. Except as otherwise expressly provided by law, or in an applicable filing with the office, knowingly:

- a. Permitting, or offering to make, or making, any contract or agreement as to such contract other than as plainly expressed in the insurance contract issued thereon;
- b. Paying, allowing, or giving, or offering to pay, allow, or give, directly or indirectly, as inducement to such insurance contract, any unlawful rebate of premiums payable on the contract, any special favor or advantage in the dividends or other benefits thereon, or any valuable consideration or inducement whatever not specified in the contract;
- c. Giving, selling, or purchasing, or offering to give, sell, or purchase, as inducement to such insurance contract or in connection therewith, any stocks, bonds, or other securities of any insurance company or other corporation, association, or partnership, or any dividends or profits accrued thereon, or anything of value whatsoever not specified in the insurance contract.

(j) Failure to maintain complaint-handling procedures.—

Failure of any person to maintain a complete record of all the complaints received since the date of the last examination. For purposes of this paragraph, “complaint” means any written communication primarily expressing a grievance.

(k) Misrepresentation in insurance applications.—

1. Knowingly making a false or fraudulent written or oral statement or representation on, or relative to, an application or negotiation for an insurance policy for the purpose of obtaining a fee, commission, money, or other benefit from any insurer, agent, broker, or individual.

2. Knowingly making a material omission in the comparison of a life, health, or Medicare supplement insurance replacement policy with the policy it replaces for the purpose of obtaining a fee, commission, money, or other benefit from any insurer, agent, broker, or individual. For the purposes of this subparagraph, a material omission includes the failure to advise the insured of the existence and operation of a preexisting condition clause in the replacement policy.

(o) Illegal dealings in premiums; excess or reduced charges for insurance.—

1. Knowingly collecting any sum as a premium or charge for insurance, which is not then provided, or is not in due course to be provided, subject to acceptance of the risk by the insurer, by an insurance policy issued by an insurer as permitted by this code.

2. Knowingly collecting as a premium or charge for insurance any sum in excess of or less than the premium or charge applicable to such insurance, in accordance with the applicable classifications and rates as filed with and approved by the office, and as specified in the policy; or, in cases when classifications, premiums, or rates are not required by this code to be so filed and approved, premiums and charges collected from a Florida resident in excess of or less than those specified in the policy and as fixed by the insurer.

2. Any such director or officer, upon conviction of a violation of this paragraph, is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

69B-221.060 Notice of Change of Address

Each licensee under Chapter 648, F.S., shall notify in writing the Department of Financial Services, Bail Bond Section, Larson Building, 200 East Gaines Street, Tallahassee, Florida 32399-0320. Insurer, managing general agent and the clerks of each court in which they are registered, of a change of each business address, telephone number, or name of each agency or firm for which they write bonds within ten (10) working days of such change. Each licensee shall use Form DFS-H2-1564 (Rev. 8-12-04), entitled –Bail Bond Agent Notice of Change of Address, which is hereby incorporated and adopted by reference, to comply with the notice requirements of this rule. This form may be obtained from the address listed above or from the Department’s website:

www.MYFLORIDACFO.com/Division/Agents.com.

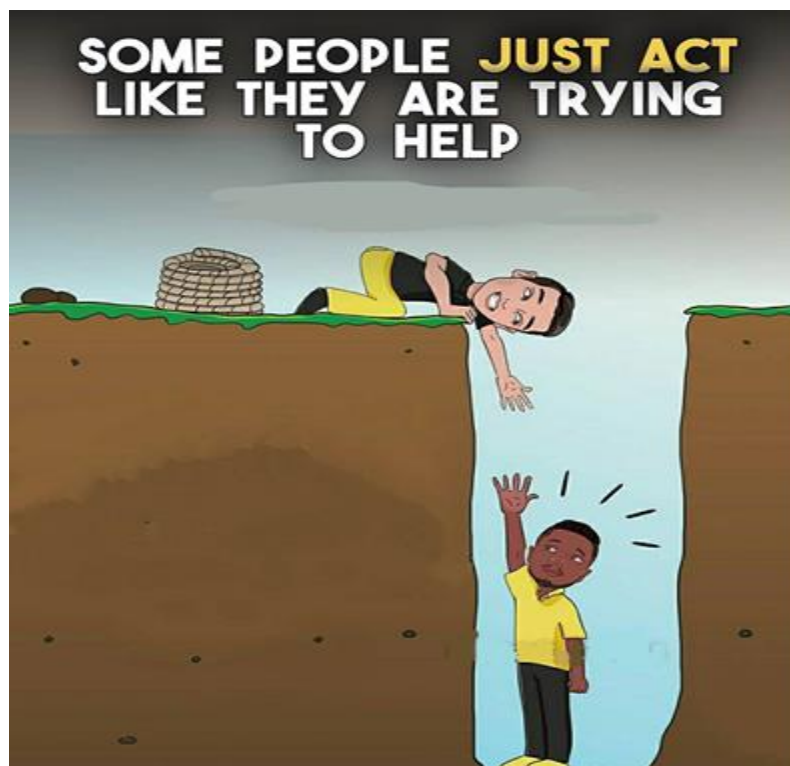
SPECIAL NOTE:

626.9957 (4) The department may deny an application for registration as a navigator or suspend or revoke the registration of a navigator if it finds that any one or more of the following grounds exist:

(j) Failure to comply with any civil, criminal, or administrative action taken by the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C. ss. 651 et seq., to determine paternity or to establish, modify, enforce, or collect support.

NOTES

1. Review and complete the forms used to execute a bail bond. Including bond power, affidavit form, and statement form and appearance bond.
2. Review and complete a Power Report
3. Review and complete an indemnity agreement,
4. Correctly complete a pre-numbered receipt for money, collateral, or any other consideration accepted for any bail bond or other undertaking which they execute, and the required conditions for accepting and handling collateral
5. Review and complete a bail bond Application.



CHAPTER 5.

ARREST & RELEASE.

OBJECTIVES

After the student has completed this chapter, the student gains relevant and should be able to:

Understand what happens when the defendant fails to appear.

Discuss the role of judges as it pertains to bail.

Discuss the process of arrests Discuss the use of pre-trial release Define the categories of crimes.

Discuss the Approval and Acceptance of Bail.

Discuss GPS Monitoring.

Arrests

Taylor V. Taintor, 83 U.S. 366 (1872) ,.

Nicolls v. Inersoll.

 Puerto Rico v. Branstad, 483 U.S. 219 (1987).

 Register v. Barton 75 So. 2d 187 (1954).

903.22 Arrest of principal by surety before forfeiture.

903.26 Forfeiture of the bond, when and how directed; discharge; how and when made; effect of payment.

903.29 Arrest of principal by surety after forfeiture.

903.035 Applications for bail; information provided; hearing on application

903.105 Appearance bonds.

903.132 Bail on appeal; conditions for granting; appellate review.

903.133 Bail on appeal; prohibited for certain felony convictions. Pre-trial release

903.03 Jurisdiction of trial court to admit to bail; duties and responsibilities of Department of Corrections

903.047 Conditions of pre-trial release.

903.17 Substitution of cash bail for other bail.

903.047 Conditions of pre-trial release.

903.0471 Violation of condition of pre-trial release.

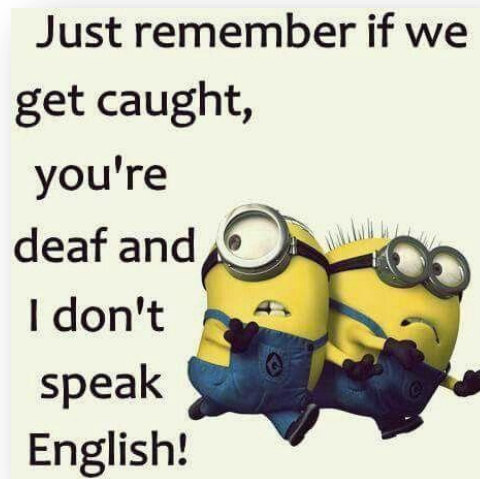
DEGREES OF CRIME AND CATEGORIES OF CRIMES

MISDEMEANOR

Misdemeanor of the first, second and third degree. Punishable by fines and/or imprisonment for a period of one year or less, sentence is served in a county detention facility, less serious than a felony.

FELONY

Felony of the first, second and third degree. Punishable by imprisonment of more than one year, sentence is served in a state penitentiary, Involves crimes of a very serious nature, more serious than a misdemeanor, Punishment may include death sentence and Punishment may include life imprisonment



TRAFFIC OFFENSES

Most moving violations are misdemeanor charges, more serious crimes such as vehicular manslaughter are handled as felonies

ARRESTS

903.22 Arrest of principal by surety before forfeiture.

A surety may arrest the defendant before a forfeiture of the bond, for the purpose of surrendering the defendant or the surety may authorize a peace officer to make the arrest by endorsing the authorization on a certified copy of the bond.

903.29 Arrest of principal by surety after forfeiture.

Within 2 years from the date of forfeiture of a bond, the surety may arrest the principal for the purpose of surrendering the principal to the official in whose custody she or he was at the time bail was taken or in whose custody the principal would have been placed had she or he been committed.

ARRESTS

Magistrates have the authority to order an arrest. The authority is a written instrument called' *
-Capias or -bench warrant

648.30 (3) A person, other than a certified law enforcement officer, may not apprehend, detain, or arrest a principal on a bond, wherever issued, unless that person is qualified, licensed, and appointed as provided

in this chapter or licensed as a bail bond agent or bail bond enforcement agent, or holds an equivalent license by the state where the bond was written.

(4) Any person who violates this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

648.30, F.S. A bail bond agent or duly licensed person from another state may apprehend, detain, or arrest a principal on a bond, as provided by law.

69B-221.100 (1) . Surety Company, as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.

Rulemaking Authority 648.26 FS. Law Implemented 648.30, 648.35 FS. History—Repromulgated 12-24-74, Formerly 4-1.06, Amended 9-10-91, Formerly 4-1.006, Amended 4-14-97, Formerly 4-221.001.

69B-221.100 (3) . It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to Surety Company hereunder, and Surety Company shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:

(a) If principal shall depart the jurisdiction of the court without the written consent of the court and Surety Company, or its Agent.

(b) If principal shall move from one address to another within the State of Florida without notifying Surety Company or its Agent in writing prior to said move.

(c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.

(d) If principal is arrested and incarcerated for any offense other than a minor traffic violation.

(e) If principal shall make any material false statement in the application

69B-221.100 (a) If principal shall depart the jurisdiction of the court without the written consent of the court and Surety Company, or its Agent. (APPENDEX 70 / CONSENT OF THE COURT)

TAYLOR V. TAINTOR, 83 U.S. 366 (1872) , United States Supreme Court

Taylor v. Taintor, 83 U.S. 366 (1872) , When bail is given, the principal is regarded as delivered to the custody of his sureties. Their dominion is a continuance of the original imprisonment. Whenever they choose to do so, they may seize and deliver him up in their discharge, and if that cannot be done at once, they may imprison him until it can be done. They may exercise their rights in person or by agent. They may pursue him into another state; may arrest him on the Sabbath; and if necessary, may break and enter his house for that purpose. The seizure is not made by virtue of the new process. None is needed. It is likened to the re-arrest, by the Sheriff, of an escaping prisoner" (NO WARRANT IS NEEDED) .

Common Law Right To Arrest:

Allows any individual to make a citizens arrest for felonies witnessed and crimes against public peace. Also the 9th amendment (Bill of Rights) says "individual's natural right to self preservation and the defense of the others" is protected. So you can always fall back on the Constitution Additionally, modern statues provide Bail Agents with the right to arrest an individual out on a bond. Under the Federal statute declaratory of this right, any accused charged with a criminal offense who is released on a bail bond with sureties may be arrested by the surety, delivered to the US Marshall, and brought before any judge or officer empowered to commit for such offense. At the request of the surety, such judicial officers may re-commit the accused to the custody of the Marshall.

NOTE: Bail Agents have no power to arrest the principal outside the U.S. or in a foreign country. (Reese v. S. 9 Wall, 13.) But, as between the states of the American Union, the bail of one held to answer in one state may arrest the principal in another state, and no prerequisite is necessary. "(Salles v. Werner 171 111. App. 96.)

WHEN WARRANTS ARE ISSUED

***CITIZEN'S COMPLAINT:** Upon a citizen's complaint, (sworn and signed affidavit for an offense which constitutes a felony) AKA -swearing out a warrant.

***INDICTMENT:** An indictment is —handed down by a —grand jury. If the grand jury decides that a felony has been committed and a specific person has committed it, then they give the state attorney an indictment, also known as a —true bill.

***INFORMATION:** The state attorney files an -information describing the felony and naming the alleged perpetrator. An information has the same effect as an indictment but does not involve a grand jury.

* **FAILURE TO APPEAR IN COURT:** When a defendant has failed to appear in court to answer for a felony or a misdemeanor. This is the only time a warrant is used in a misdemeanor or felony case.

***MODIFICATION OF BAIL:** The judge wishes to revoke, increase, or alter the conditions of a pre-trial release which has been previously granted.

ARREST'S WITHOUT WARRANTS

***OFFICER WITNESSES:** A law enforcement officer witnesses a crime in progress.

* **PROBABLE CAUSE:** The law enforcement officer has probable cause to believe that a specific person has just committed a crime.

RIGHT TO BAIL- PRE-TRIAL RELEASE

The Florida Counties criminal justice system, currently have many types of releases of incarcerated individuals.

1. **Disposition of the Case** at first appearance results in the defendant being adjudicated for the original crime charged and/or some plea-bargain. It can result in a fine, jail time, probation, time served or other conditions imposed by the court. The court has no further interaction with the defendants that plead at first appearance.

2. **Surety Bonds.** Bonds are placed by a bond agent licensed and registered in Florida Counties. The contract between the agent and defendant assures the defendant's appearance in court. There is no monetary burden to the judicial system. The costs and defendant's appearance are the sole responsibility of the bond agent. Failure of the defendant to appear in court requires the agent to either pay the full face amount of the bond or produce the defendant to the appropriate official.

3. **Cash Bonds.** The defendant, friend or a family member places these bonds with the court. The full amount of the bond is placed with the court in the form of cash. This form of bond does not require follow-up by the judicial system. It is the sole responsibility of the defendant or his/her family for their appearance in court. Should the defendant not appear in court a warrant would be issued and executed by the Sheriff or another police agency. Failure to appear in court results in forfeiture of the money.

4. **S.O.R.** - This is a county funded program, called -Supervised Own Recognizance whereby the defendant is release recognizance. The cost to the defendant is \$10.00 per week. The defendant is required to report once weekly to the program officials. It is the responsibility of the defendant to appear in court and ensure any other conditions of release are met. It is the responsibility of the S.O.R. officials to report any violations of the S.O.R. (i.e. not appearing in their office) . Should the defendant violate the terms of S.O.R., a violation is forwarded to the presiding judge for issuance of a warrant. The warrant is then entered into the clerk's system and ultimately the sheriff's system. The warrant is then executed by the sheriff or another local police agency.

5. **R.O.R.** The defendant is released on his/her own recognizance. It is the sole responsibility of the defendant to appear in court. Should the defendant fail to appear in court, a warrant would then be issued and executed by the sheriff or another police agency.

6. **No Bond Status** - The defendant is remanded to custody until his/her court date. This action is used in extreme cases where the first appearance judge has reason to believe that the defendant will not appear in court or is a danger to the community or is accused of a capital felony.

7. **Release in the Custody of others-** Release in the custody of friends, family members, etc.

The Eighth Amendment (Amendment VIII) to the United States Constitution is the part of the United States Bill of Rights (ratified December 15, 1791[1]) prohibiting the federal government from imposing excessive bail, excessive fines, or cruel and unusual punishment. The U.S. Supreme Court has ruled that this amendment's Cruel and Unusual Punishment Clause also applies to the states. The phrases in this amendment originated in the English Bill of Rights of 1689.

In the United States there are several forms of bail used, which vary from jurisdiction. "The dominant forms of release are by surety bond, i.e. release on bail that is lent to the accused by a bond dealer, and non-financial release.

Recognizance (ROR) : When an accused is released on recognizance, he or she promises to the court to attend all required judicial proceedings and will not engage in illegal activity or other prohibited conduct as set by the court. Typically a monetary amount is set by the court, but is not paid by the defendant unless the court orders it forfeited. This is called an "unsecured appearance bond" or release on one's own recognizance.

Unsecured bail- This is a release without a deposit but it differs from ROR in that the defendant must pay a fee upon breaching the terms of the bail.

Percentage bail- The defendant deposits only a percentage of the bail's amount (usually 10%) with the court clerk.

Citation Release -citation releases by law enforcement in lieu of custodial arrests for non- violent offenses when the individual's identity is confirmed and no reasonable cause exists to suggest the

individual may be a risk to the community or to miss court dates. The individual must appear at an appointed court date.

Personal recognition bond (Traffic Tickets) is where a defendant is released on the promise that he will show up later for court. Anyone who has signed a traffic citation has technically signed a PR bond because they are not required to post any funds, but are released solely on their word that they will appear at traffic court.

Property Bond – the accused or a person acting on his behalf pledges real property having a value at least equal to the amount of the bail. If the principal fails to appear for trial the state can levy or institute foreclosure proceedings against the property to recover the bail. Used in rare cases and in certain jurisdictions. Often, the equity of the property must be twice the amount of the bail set.

Immigration Bond – used when the defendant that is arrested as an illegal immigrant. This is a federal bond and not a state bond. The defendant deals directly with either the Department of Homeland Security (DHS) or the Bureau of Immigration and Custom Enforcement (ICE) . The typical cost associated with this specialty bond is often fifteen to twenty percent of the original bond amount.

Cash only- where the only form of bail that the Court will accept is cash. Court-ordered cash bonds require the total amount of bail to be posted in cash. The court holds this money until the case is concluded. Cash bonds are typically ordered by the Court for the following reasons: when the Court believes the defendant is a flight risk, when the Court issues a warrant for unpaid fines, and when a defendant has failed to appear for a prior hearing. Cash bonds provide a powerful incentive for defendants to appear for their hearings. If the defendant does not appear as instructed, the cash bond is forfeited and a bench warrant is issued. If the defendant shows up for their scheduled court appearances, the cash is returned to the person who posted the bond. Anyone including the defendant can post a cash bond. If the defendant posts his own bond, the Court will deduct fines and costs from the bond before returning any balance.

Surety Bond: By a surety bond, a third party agrees to be responsible for the debt or obligation of the defendant. In many jurisdictions this service is provided commercially by a bail bondsman, where the agent will receive 10% of the bail amount up front and will keep that amount regardless of whether the defendant appears in court. The court in many jurisdictions, especially states that as of 2012 prohibited surety bail bondsmen – **Oregon, Nebraska, Wisconsin, Illinois, Kentucky and Maine** – may demand a

certain amount of the total bail (typically 10%) be given to the court, which is known as surety on the bond and unlike with bail bondsmen, is returned if the defendant does not violate the conditions of bail. The bail agent guarantees to the court that they will pay the forfeited bond if a defendant fails to appear for their scheduled court appearances, so the third party must have adequate assets to satisfy the face value of the bond. In turn, the Bond Agency charges a premium for this service and usually requires collateral from a guarantor. The bail agent then posts a bond for the amount of the bail, to guarantee the arrestee's return to court.

Let's take a brief look at these states in more detail.

1. Illinois

Illinois has one of the strictest systems against private bail agents in the U.S. Not only does the state ban bail bond agents, but attorneys and some state employees are also not permitted to post bail for defendants. Bail does exist in the state, but any money to secure a defendant's pretrial release is paid directly to the clerk of the circuit court where the defendant is to be tried. Illinois uses the -10% rule, which states that a defendant must post at least 10% of the amount stipulated by the judge to secure release.

2. Kentucky

In 1976, Kentucky became the first state to ban commercial bail. To secure a defendant's pretrial release, one has several options. A friend or family member can offer cash bail for the full bond amount (usually for minor offenses). For higher amounts, Kentucky uses a 10% system similar to that of Illinois, with bail amounts paid directly to the court. A third and less commonly used option is the property bond. Under this option, one would put up in-state property equal in value to twice the bond amount. If the defendant fails to make a court date, the state can place a lien against the property.

3. Maine

According to state law, a defendant is entitled to bail, as determined by the Bail Commissioner, but this amount is only forfeited if the defendant misses a scheduled court date. In other words, if you make your court dates, you pay nothing for your pretrial release. Certain more serious offenses (such as felony assault and felony sexual assault) are exempt from this rule. Surety bond can be secured by putting up in-state property equal in value to the bond. This method is most commonly used for more serious (but still bailable) offenses.

4. *Massachusetts*

The Massachusetts bail system is perhaps the nation's most unique. The state employs Bail Commissioners (also called magistrates), who preside over first court appearances for defendants. If a defendant is deemed releasable, a \$40 fee is paid directly to the court. If you are held without bail, the fee does not apply. Some defendants are released on their own recognizance, but if a bond is required, you (or a friend or family member) would have to post cash equal to the bond amount to secure your release.

5. *Nebraska*

In Nebraska, the jail serves the role of a bail bondsman. When bail is set at the first court appearance, a defendant has the option of paying a non-refundable fee equal to 10% of the bond's amount. This fee goes to the jail and is not returned, even if you make all scheduled court appearances. The state may also appoint a person or organization to monitor a defendant during the pretrial release period. Monitoring may include phone check-ins, personal visits, and even random drug screening if stipulated by the court.

6. *Oregon*

In Oregon, as in Nebraska, the jail serves the role of a bail bondsman. A cash amount equal to 10% of the bond is required to secure release. If you make all scheduled court appearances, 85% of this amount will be returned to you, with the remaining 15% withheld to cover court costs.

7. *Wisconsin*

Although Wisconsin has no commercial bail bond industry, the state does permit a friend or family member to act as surety and to put up 10% of the full bond amount to secure a defendant's release prior to trial. If the defendant fails to appear, that amount is forfeit to the courts.

SIDE NOTES:

Alaska

Effective Date: January 1, 2018

The system uses a risk assessment tool to evaluate the risk that a defendant will miss a court date or be arrested for a new crime. Judges use the risk score generated by this algorithm in deciding whether to set bail and at what amount.

The new law creates a presumption that most people will be released without bail. Judges must release people charged with nonviolent misdemeanors or class C felonies who have low risk scores and can set secured bail bonds only for people charged with violent offenses who have high risk scores.

California

Effective Date: October 2019

Local courts will decide who to keep in custody and whom to release while they await trial. Those decisions will be based on an algorithm created by the courts in each jurisdiction. In most nonviolent misdemeanor cases, defendants would be released within 12 hours. In other instances, defendants will be scored on how likely they are to show up for their court date, the seriousness of their crime, and the likelihood of recidivism.

Some people could be released on other conditions, including monitoring by GPS or regular check-ins with an officer.

Maryland

Effective Date: July 1, 2017

Maryland's Court of Appeals voted unanimously to overhaul the bail system, requiring judges to consider whether defendants are able to pay bail when they set conditions for release.

Although Maryland's rules may cut into the profits of bail bondsmen, they don't entirely eliminate the industry. Judges will still have discretion to set a cash bond, except in cases in which "he or she knows or has reason to believe that the defendant is financially incapable of meeting" the condition.

New Jersey

Effective Date: January 1, 2017

The courts use a risk assessment tool to decide whether or not a defendant should be released pre-trial, rather than simply assigning that person cash bail. The risk assessment tool evaluates a defendant's risk of failing to appear, committing another offense, and committing a violent offense.

New York

Effective Date: January 2020

The legislation strictly curtails the use of cash bail and pretrial detention and strengthens measures intended to ensure a defendant's right to a speedy trial. On violent felonies, judges may set bail if they do not find that release on recognizance, nonmonetary conditions, or electronic monitoring is sufficient to assure a person will return to court.

There are two exceptions to bail on violent felonies, which include specific subsections of burglary in the second degree and robbery in the second degree where no actual violent conduct is alleged. On those burglary and robbery in the second degree cases, judges may not set bail and must either release on recognizance or under nonmonetary conditions.

When judges set bail, they must consider a person's ability to pay bail and the hardship it will impose. Judges must also offer bail in an unsecured or partially secured form, where the person is not required to deposit any money upfront (an unsecured bond) or only deposit up to 10 percent of the bail amount (a partially secured bond) with the court in order to be released.

903.36 Guaranteed arrest bond certificates as cash bail.

(1) A guaranteed traffic bond certificate provided for in s. 627.758 shall be accepted as bail in an amount not to exceed \$1,000 for the appearance of the person named in the certificate in any court to answer for the violation of a provision of chapter 316 or a similar traffic law or ordinance, except driving while under the influence of intoxicants, or any felony.

(2) The execution of a bail bond by a licensed general lines agent of a surety insurer for the automobile club or association member identified in the guaranteed traffic arrest bond certificate, as provided in s. 627.758(4) , shall be accepted as bail in an amount not to exceed \$5,000 for the appearance of the person named in the certificate in any court to answer for the violation of a provision of chapter 316 or a similar traffic law or ordinance, except driving under the influence of alcoholic beverages, chemical substances, or controlled substances, as prohibited by s. 316.193. Presentation of the guaranteed traffic arrest bond certificate and a power of attorney from the surety insurer for its licensed general lines agents is authorization for such agent to execute the bail bond.

(3) Automobile clubs and associations shall list the names and addresses of the licensed general lines agents of a surety insurer that may execute bail bonds pursuant to subsection (2) in a given area, which list shall be filed with the law enforcement agencies and court clerks in the area.

(4) The provisions of s. 903.045 applicable to bail bond agents shall apply to surety insurers and their licensed general lines agents who execute bail bonds pursuant to this section.

69B-221.075 Power of Attorney; Penal Sum of Bond; Not Applicable to Automobile Clubs.

(1) Section 903.09, F.S., is interpreted to mean that every licensed limited surety agent must attach to each bond a duly executed power of attorney in an amount of at least the penal sum of the bond. This section shall not apply to any card or certificate of membership of an automobile club or association

qualified under Section 627.758, F.S., relating to Guaranteed Arrest Bond Certificates, Bail Bond Certificates, or Powers of Attorney for Bail Bonds sold by licensed surety companies to recognized automobile clubs or associations.

The General Lines Agent License in Florida is a 2-20 Property and Casualty Agent.

Pretrial Services

Pretrial Services – a defendant is released to the supervision of a pretrial services officer, similar to a probation officer. In most cases defendants have no financial obligation to be supervised. The Pretrial Services Programs can include phone or in-person check-ins, drug testing, court date reminders, and any other condition the judges deems necessary.

Combinations – courts often allow defendants to post cash bail or surety bond, and then impose further conditions, as mentioned below, to protect the community or ensure attendance.

Conditions of release – many varied non-monetary conditions and restrictions on liberty can be imposed by a court to ensure that a person released into the community will appear in court and not commit any more crimes. Common examples include: mandatory calls to the police, regular check- ins with a Pretrial Services Program, surrendering passports, home detention, electronic monitoring, drug testing, alcohol counseling, surrendering firearms.[citation needed]

Protective order, also called an 'order of protection' – one very common feature of any conditional release, whether on bail, bond or condition, is a court order requiring the defendant to refrain from criminal activity against the alleged crime victim, or stay away from and have no contact with the alleged crime victim. The former is a limited order, the latter a full order. Violation of the order can subject the defendant to automatic forfeiture of bail and further fine or imprisonment

Florida statute 903.047 sets forth the rights of citizens to pre-trial release. PRE-TRIAL RELEASE - ---THE RIGHT TO BAIL

Florida declaration of rights, SECTION 14 Pre-trial release and detention. Unless charged with a capital offense or an offense punishable by life imprisonment and the proof of guilt is evident or the presumption is great, every person charged with a crime or violation of municipal or county ordinance shall be entitled to pre-trial release on reasonable conditions. If no conditions of release can reasonably protect the

community from risk of physical harm to persons, assure the presence of the accused at trial, or assure the integrity of the judicial process, the accused may be detained.

903.0471 Violation of condition of pre-trial release.

Notwithstanding s. 907.041 a court may, on its own motion, revoke pre-trial release and order pre-trial detention if the court finds probable cause to believe that the defendant committed a new crime while on pre-trial release.

903.047 Conditions of pretrial release.—

(1) As a condition of pretrial release, whether such release is by surety bail bond or recognizance bond or in some other form, the defendant must:

(a) Refrain from criminal activity of any kind.

(b) If the court issues an order of no contact, refrain from any contact of any type with the victim, except through pretrial discovery pursuant to the Florida Rules of Criminal Procedure. An order of no contact is effective immediately and enforceable for the duration of the pretrial release or until it is modified by the court. The defendant shall be informed in writing of the order of no contact, specifying the applicable prohibited acts, before the defendant is released from custody on pretrial release. As used in this section, unless otherwise specified by the court, the term — no contact, includes the following prohibited acts:

1. Communicating orally or in any written form, either in person, telephonically, electronically, or in any other manner, either directly or indirectly through a third person, with the victim or any other person named in the order. If the victim and the defendant have children in common, at the request of the defendant, the court may designate an appropriate third person to contact the victim for the sole purpose of facilitating the defendant's contact with the children. However, this subparagraph does not prohibit an attorney for the defendant, consistent with rules regulating The Florida Bar, from communicating with any person protected by the no contact order for lawful purposes.

2. Having physical or violent contact with the victim or other named person or his or her property.

3. Being within 500 feet of the victim's or other named person's residence, even if the defendant and the victim or other named person share the residence.

4. Being within 500 feet of the victim's or other named person's vehicle, place of employment, or a specified place frequented regularly by such person. (c) Comply with all conditions of pretrial release.

(2) Upon motion by the defendant when bail is set, or upon later motion properly noticed pursuant to law, the court may modify the condition required by paragraph (1) (b) if good cause is shown and the interests of justice so require. The victim shall be permitted to be heard at any proceeding in which such modification is considered, and the state attorney shall notify the victim of the provisions of this subsection and of the pendency of any such proceeding.

History.—s. 43, ch. 84-103; s. 12, ch. 84-363; s. 2, ch. 2006-279; s. 1, ch. 2015-17; s. 1, ch. 2016-204.

PREREQUISITES FOR BAIL BONDS

A crime has been committed and an arrest has been made

COMMITTING MAGISTRATES

A judge who makes the decision to release or detain a defendant in a criminal case.

BAIL IS AVAILABLE IN MOST CASES

Committing magistrates may be accused of constitutional violations so bail is rarely denied. First time violent offenders may post bail even when charged with first degree murder unless the evidence is absolutely conclusive.

BAIL MAY BE DENIED IN SOME CASES

Defendants who have previously jumped bail

Previous convictions for violent crimes

Defendants arrested with large amounts of controlled substances

FLORIDA CONSTITUTION & U.S. CONSTITUTION PROVIDES FOR REASONABLE BAIL BASED UPON:

- *Risk of danger to the community
- * Defendant's prior convictions
- * Ties to the community
- * Source of funds used for bail

Florida Statutes 903.03 and 903.046

Various statutes set forth the considerations regarding how and when bail shall be granted.

903.03 Jurisdiction of trial court to admit to bail; duties and responsibilities of Department of Corrections

(1) After a person is held to answer by a trial court judge, the court having jurisdiction to try the defendant shall, before indictment, affidavit, or information is filed, have jurisdiction to hear and decide all

preliminary motions regarding bail and production or impounding of all articles, writings, moneys, or other exhibits expected to be used at the trial by either the state or the defendant.

(2) (a) The Department of Corrections shall have the authority on the request of a circuit court when a person charged with a noncapital crime or bail-able offense is held, to make an investigation and report to the court, including:

1. The circumstances of the accused's family, employment, financial resources, character, mental condition, and length of residence in the community;
2. The accused's record of convictions, of appearance at court proceedings, of flight to avoid prosecution, or failure to appear at court proceedings; and
3. Other facts that may be needed to assist the court in its determination of the indigency of the accused and whether she or he should be released on her or his own recognizance.

(b) The court shall not be bound by the recommendations.

FAILED TO APPEAR

Special conditions apply:

Failure to Appear – Florida Statute § 843.15. If the person fails to appear for any felony charge, then the charge is a third degree felony under Florida Statute 843.15(1) (a) . A third degree felony is punishable by up to 5 years in Florida State Prison and a fine of \$5,000. To prove a violation of Florida Statute § 843.15,. **(APPENDIX PAGE 71 - 74)**

*Cannot be released on her or his own recognizance

*If defendant has caused forfeitures and failed to surrender voluntarily afterward, he or she must post a bond of at least the greater of the following:

1. 2,000 or
2. Twice the amount of the original bond

For defendant's who are not considered dangerous and who have not previously failed to appear

*Own recognizance (the defendant's promise to appear)

* Posting of cash

*Surety bonds

*Surety bond posted by a limited surety agent

* Professional bond agent

* Personal surety, if acceptable to the sheriff

SUPREME COURT RULES DO NOT FAVOR SURETY

The role of Judges: A judge presides over a courtroom, hearing evidence, making decisions on motions, instructing juries and making rulings. The judge is responsible for assuring the law is followed and carried out in every case. Judges also read through court documents and may research legal issues.

- * Protect the community
- *Protect the constitutional rights of all defendants'
- * Set conditions designed to ensure the defendant's appearance

The following methods are listed in the preferred order:

- *PERSONAL RECOGNIZANCE OF THE DEFENDANT: The defendant's personal promise to appear.
- * UNSECURED MONETARY BOND: The defendant's promise to pay.

RESTRICTIONS THAT MAY BE IMPOSED UPON THE DEFENDANT

- * Limited travel
- * Place of residence
- * Personal associates
- *Placing the defendant in the custody of a supervising agency (half-way house, rehabilitation facility, etc.)

NOTE: The above are all additions or conditions to a personal recognizance bond.

OTHER CONSIDERATIONS:

- *The judge may require a surety bond or cash.
- * Imposing any other condition including the defendant returning to custody after specified hours (work release) . While this is usually a requirement for a recognizance bond, it could apply to a surety bond as well.

When a committing magistrate has decided to impose monetary bail, it must meet the constitutional requirement of reasonableness. The Supreme Court of Florida has ruled that excessive bail is tantamount to denying bail. To determine what is –reasonable, many different factors are considered including the type of crime and the defendant's financial status. A bail amount of \$10,000 might be easy to rise for one defendant, yet impossible for another, thus cases are looked at on a case-by-case basis.

Once all of the various factors have been considered, the amount of bond is determined. The two mitigating factors deal with the amount being low enough so as not to create a financial impossibility for the defendant to raise, yet at the same time, be high enough that the defendant would rather return to stand trial than risk forfeiting the collateral necessary to secure the bond in the first place.

WHEN THE RELEASE DECISIONS ARE MADE

In some cases the amount of pre-trial release is determined before the arrest is made and the defendant can regain her or his freedom in a very short time. In some cases, the arrest warrant contains provisions specifying the required bail.

For arrests without warrant, most counties have an approved bond schedule for various types of misdemeanors and sometimes for less serious felonies as well.

FIRST APPEARANCE

The rules of the Florida Supreme Court require that a defendant not previously released must be taken before a committing magistrate within 24 hour of the arrest. This formal court proceeding is called First Appearance in the Rules but it is known under different titles in various jurisdictions. The Magistrate advises the Defendant of:

- * The charges.
- * The right to remain silent. Anything the defendant says can and will be used against her or him.
- * The right to an attorney and that one will be provided if the defendant cannot afford private counsel.
- * The right to communicate with family and friends.
- *The magistrate decides to release or detain the defendant. If release is granted, the conditions are determined. Also, previously set bonds may be modified by the magistrate.

IF THE DEFENDANT IS UNABLE TO POST THE BOND AMOUNT:

- * They may file a petition for a rehearing'
- * They may appeal the decision
- *They may ask for a Writ of Habeas Corpus

First Appearance is held in every county in Florida, seven days a week, including on the Sabbath and on State or Federal holidays. The proceedings are open to the public.

APPROVAL AND ACCEPTANCE OF BAIL

Monetary bonds must be accepted and approved by the sheriff or the committing magistrate when it is posted. Appeal bonds (and Supersedeas Bonds) must be accepted by the Clerk of the Trial Court.

903.17 and 903.18 allow the surety to substitute surety for cash or cash for surety.

When bail other than a deposit of money or bonds has been given, the defendant or the surety may deposit money or bonds as provided in s. 903.16 and have the original bond canceled.

903.18 Bail after deposit of money or bonds. Bail by sureties may be substituted for a deposit of money or bonds as bail any time before a breach of the bond.

903.34 Who may admit to bail In criminal actions instituted or pending in any state court, bonds given by defendants before trial until appeal shall be approved by a committing trial court judge or the sheriff. Appeal bonds shall be approved as provided in s. 924.15. Nature of criminal surety bail bonds—It is the public policy of this state and the intent of the Legislature that a criminal surety bail bond, executed by a bail bond agent licensed pursuant to chapter 648 in connection with the pre-trial or appellate release of a criminal defendant, shall be construed as a commitment by and an obligation upon the bail bond agent to ensure that the defendant appears at all subsequent criminal proceedings and otherwise fulfills all conditions of the bond. The failure of a defendant to appear at any subsequent criminal proceeding or the breach by the defendant of any other condition of the bond constitutes a breach by the bail bond agent of this commitment and obligation.

Contract between Surety and Defendant

69B-221.100 Terms and Conditions of Contract; Surrender Form

- (1) The terms and conditions of all contracts entered into between a principal and a surety for a bail
- (2) bond shall set forth the bond number, the date, and the amount of the premium and the name of the surety company as follows:

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance bond No. dated for which Surety Company or its agent shall receive a premium in the amount of (\$) Dollars, and the parties agree that said appearance bond is conditioned upon full compliance by the principal of all said terms and conditions and is a part of said bond and application therefore.

1. Surety Company, as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
2. In the event surrender of principal is made prior to the time set for principal's appearances, and for reasons other than as enumerated below in paragraph 3, then a refund of the bond premium shall be made to the person listed on the premium receipt.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to Surety Company hereunder, and Surety Company shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:

- (a) If principal shall depart the jurisdiction of the court without the written consent of the court and Surety Company, or its Agent.
- (b) If principal shall move from one address to another within the State of Florida without notifying Surety Company or its Agent in writing prior to said move.
- (c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
- (d) If principal is arrested and incarcerated for any offense other than a minor traffic violation.
- (e) If principal shall make any material false statement in the application.

INFORMATIONAL NOTICE (APPENDIX PAGE 5)

For complaints or inquiries, please contact: Florida Department of Financial Services Bail Bond Section 200 East Gaines St. Tallahassee, FL 32399-0320 (850) 413-5660
 Signed, sealed and delivered this _ day of , 20_.

Signature of Applicant

Mailing address

(2) Any bail bond agent who surrenders or recommit a defendant prior to a forfeiture shall execute form DFS-H2-1542 (07/02) Titled -Statement of Surrender Form, which is adopted and incorporated herein by reference. The licensee shall provide a copy to the defendant, and maintain a copy in the file of the defendant. This form is available from the Bail Bond Section referenced above. **(APPENDIX PAGE 22)**

69B-221.105 Premium Charge Only Permitted.

(1) No surety, bail bond agent, temporary bail bond agent, or managing general agent engaged in the bail bond business shall make any charge, collect, or receive any fee or consideration unless permitted by statute or rule other than the premium based on rates in current use provided. However, that nothing in this section shall prohibit collateral security or co-indemnity agreements, and provided further that in instances where an additional surety, bail bond agent, or managing general agent located in a county different from the originating agent or bail bond agent executes the bond the premium may additionally include as a part thereof an execution and transfer fee, not to exceed a total of one hundred (\$100.00) dollars for any one defendant. If a bail bond agent assumes the liability on an out-of-state bond, the transfer fee collected shall not exceed the amount charged in that state. If monies for documentary stamps

are collected and the mortgage is not filed, the funds must be returned to the person who tendered the monies.

(2) No bail bond agent shall charge, collect, or receive any fee or consideration for services rendered to the principal or indemnitor in connection with a bail bond, except those fees listed in subsection (4) and costs necessary to apprehend the principal in the event the principal attempts to flee the jurisdiction of the courts.

(3) Prohibited fees include, but are not limited to, any costs regarding arrest, transportation, and surrender within the specified jurisdiction of the court. Charges for storage, maintenance or return of collateral, including releases of liens, or satisfactions of mortgages. Charges for researching case dispositions or obtaining bond discharges or any charge for other services ordinarily performed by a bondsman or their employees in the regular course of business and any other expenses not documented by check or receipt.

(4) Allowable fees include:

(a) Attorney's fees and court costs associated with filing of motions;

(b) Documented transportation and lodging expenses outside the jurisdiction of the court;

(c) Law enforcement costs for housing, re-arrest, transportation, and extradition; and

(d) A maximum fee of \$100 for a surrender allowed by law when there has been no forfeiture of the bond.

(5) A bail bond agent who has surrendered a principal and failed to properly refund the premium when required by law shall be subject to discipline as provided in Chapter 648, F.S., and these rules.

69B-221.110 Premium Shall Be Term Charge; Premium Refund; When.

The premium permitted under Chapter 648, F.S., shall be a term charge for the term of the bond.

No additional premium shall be charged in the event of a rewrite of a bond based on the same case number except that in the event the amount of the bond has been increased, an additional premium based on the rates in current use for the amount of the increase may be charged. The licensed bail bond agent shall refund the entire premium charged for the bond when it is found that the surety had no liability under the bond because the defendant does not come under the jurisdiction of the court to which the defendant is returnable or is not released from custody except where a bond is written to allow the defendant to serve a sentence in another jurisdiction. The defendant shall be entitled to the return of premium when surrendered by the surety or bail bond agent at any time prior to the final termination of the surety's liability on the bond; provided that the defendant shall not be entitled to a return of the premium where the defendant violates the contract with the surety.

903.14 Contracts to indemnify sureties.

(1) A surety shall file with the bond an affidavit stating the amount and source of any security or consideration which the surety or anyone for his or her use has received or been promised for the bond.

(2) A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only the security or collateral stated in the affidavit.

(3) A limited surety or licensed bond agent may file a statement in lieu of the affidavit required in subsection (1) such statement must be filed within 30 days from the execution of the undertaking.

903.16 Deposit of money or bonds as bail.

(1) A defendant who has been admitted to bail, or another person on the defendant's behalf may deposit with the official authorized to take bail money or nonregistered bonds of the United States, the state, or a city, town, or county in the state, equal in market value to the amount set in the order and the personal bond of the defendant and an undertaking by the depositor if the money or bonds are deposited by another. The sheriff or other officials may remit money or bonds received to the clerk, to be held by the clerk pending court action or return to the defendant or depositor. The clerk shall accept money or bonds remitted by the sheriff.

(2) Consent is conclusively presumed for the clerk of the circuit court to sell bonds deposited as bail after forfeiture of the bond

903.046 Purpose of and criteria for bail determination.

(1) The purpose of a bail determination in criminal proceedings is to ensure the appearance of the criminal defendant at subsequent proceedings and to protect the community against unreasonable danger from the criminal defendant.

(2) When determining whether to release a defendant on bail or other conditions, and what that bail or those conditions may be, the court shall consider:

(a) The nature and circumstances of the offense charged.

(b) The weight of the evidence against the defendant.

(c) The defendant's family ties, length of residence in the community, employment history, financial resources, and mental condition.

(d) The defendant's past and present conduct, including any record of convictions, previous flight to avoid prosecution, or failure to appear at court proceedings. However, any defendant who had failed to

appear on the day of any required court proceeding in the case at issue, but who had later voluntarily appeared or surrendered, shall not be eligible for a recognizance bond; and any defendant who failed to appear on the day of any required court proceeding in the case at issue and who was later arrested shall not be eligible for a recognizance bond or for any form of bond which does not require a monetary undertaking or commitment equal to or greater than \$2,000 or twice the value of the monetary commitment or undertaking of the original bond, whichever is greater.

Notwithstanding anything in this section, the court has discretion in determining conditions of release if the defendant proves circumstances beyond his or her control for the failure to appear. This section may not be construed as imposing additional duties or obligations on a governmental entity related to monetary bonds.

- (e) The nature and probability of danger which the defendant's release poses to the community.
- (f) The source of funds used to post bail or procure an appearance bond; particularly whether the proffered funds, real property, property, or any proposed collateral or bond premium may be linked to or derived from the crime alleged to have been committed or from any other criminal or illicit activities. The burden of establishing the noninvolvement in or no derivation from criminal or other illicit activity of such proffered funds, real property, property, or any proposed collateral or bond premium falls upon the defendant or other person proffering them to obtain the defendant's release.
- (g) Whether the defendant is already on release pending resolution of another criminal proceeding or on probation, parole, or other release pending completion of a sentence.
- (h) The street value of any drug or controlled substance connected to or involved in the criminal charge. It is the finding and intent of the Legislature that crimes involving drugs and other controlled substances are of serious social concern, that the flight of defendants to avoid prosecution is of similar serious social concern, and that frequently such defendants are able to post monetary bail using the proceeds of their unlawful enterprises to defeat the social utility of pretrial bail. Therefore, the courts should carefully consider the utility and necessity of substantial bail in relation to the street value of the drugs or controlled substances involved.
- (i) The nature and probability of intimidation and danger to victims.
- (j) Whether there is probable cause to believe that the defendant committed a new crime while on pretrial release.
- (k) Any other facts that the court considers relevant.
- (l) Whether the crime charged is a violation of chapter 874 or alleged to be subject to enhanced punishment under chapter 874. If any such violation is charged against a defendant or if the defendant is charged with a crime that is alleged to be subject to such enhancement, he or she shall not be eligible for

release on bail or surety bond until the first appearance on the case in order to ensure the full participation of the prosecutor and the protection of the public.

(m) Whether the defendant, other than a defendant whose only criminal charge is a misdemeanor offense under chapter 316, is required to register as a sexual offender under s.943.0435 or a sexual predator under s. 775.21; and, if so, he or she is not eligible for release on bail or surety bond until the first appearance on the case in order to ensure the full participation of the prosecutor and the protection of the public.

903.035 Applications for bail; information provided; hearing on application for modification; penalty for providing false or misleading information or omitting material information. (1)(a) All

information provided by a defendant, in connection with any application for or attempt to secure bail, to any court, court personnel, or individual soliciting or recording such information for the purpose of evaluating eligibility for, or securing, bail for the defendant, under circumstances such that the defendant knew or should have known that the information was to be used in connection with an application for bail, shall be accurate, truthful and complete without omissions to the best knowledge of the defendant.

(b) The failure to comply with the provisions of paragraph (a) may result in the revocation or modification of bail.

(2) An application for modification of bail on any felony charge must be heard by a court in person, at a hearing with the defendant present, and with at least 3 hours notice to the state attorney.

(3) Any person who intentionally provides false or misleading material information or intentionally omits material information in connection with an application for bail or for modification of bail is guilty of a misdemeanor or felony which is one degree less than that of the crime charged for which bail is sought, but which in no event is greater than a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.

903.0471 Violation of condition of pretrial release Notwithstanding s. 907.041, a court may, on its own motion, revoke pretrial release and order pretrial detention if the court finds probable cause to believe that the defendant committed a new crime while on pretrial release.

GPS ANKLE MONITOR

An ankle monitor (also known as a tether, or ankle bracelet) is a homing device that individuals under house arrest or parole are often required to wear. At timed intervals, the ankle monitor sends a radio frequency signal containing location and other information to a receiver. If an offender moves outside of

an allowed range, the police will be notified. Ankle monitors are designed to be tamper-resistant and can alert authorities to removal attempts, such as cutting the conductive band causing a circuit break.

The most common configuration is a radio-frequency transmitter unit that sends a signal to a fixed location receiving unit in the offender's residence. The residence unit uses either a land line or a cellular network to relay information to a service center computer. If the offender is not at the residence at times stipulated, an alert message is sent to the service center and then relayed to the supervising probation or parole officer. GPS units are similar in design, but the offender also carries a GPS cell phone unit that receives a signal from the ankle unit, or both functions may be combined into one ankle unit. Persons subject to a restraining order may also be subject to GPS monitoring.

It's 10:30 at night and you are making a home visit. You find out your client is not home after a few phone calls and speaking with some of the client family members, you discover he has decided to take a road trip to a town three States away! and in violation of his bail bond agreement. You direct the client to return home immediately and follow up with him the next day.

Just about every bail agent or surety agent comes across this scenario at some point during their career. We ask ourselves, -How do we go about addressing this violation? One solution is to place a GPS unit on the client.

HOW GPS CAN ASSIST IN MONITORING YOUR CLIENT?

In this Sunday, Luis Carlos on a \$100,000 bond is a construction worker from Jacksonville who requested permission to travel to Miami with his son, wears an ankle monitor shows he sits at the Sacred Heart Community Center in the Rio Grande Valley border city of McAllen, Texas after he was released after processing by U.S. Customs and Border Patrol.

New gadgets give offenders or clients on electronic monitoring nowhere to hide. How a bail agents or surety agents can supervise clients can place a GPS unit on a client as a help to curb problematic behavior, or use a GPS unit in pre-trial settings instead of keeping an offender in jail or under surveillance.

This provides bail agents or surety agents with real-time information on a client current whereabouts and information on the client past whereabouts through the GPS program.

Bail agents or surety agents can set up inclusion zones the offender is required to be in during a certain time of the day or night and, if the client leaves this area, the bail agents or surety agents is notified the client is out of place of assignment.

Bail agents or surety agents can also set up exclusionary zones in which the offender has been instructed to stay out of at all times. If the client enters this area, the officer will be notified. The reason for the exclusionary zone will dictate the bail agents or surety agent's response.

GPS TECHNOLOGIES EVOLVING

GPS units have built-in security features that provide notification if the client has tampered with, attempted to remove or removed the device. The most common way for an client to remove the unit is simply by cutting the strap.

GPS systems also offer a point-tracking feature that allows bail agents or surety agents to set up a geo-fence around a certain area and then put in date and time ranges to see if any client entered the area. This is a much quicker method of searching an area to determine if a client has been there instead of looking at GPS points for each offender, which could cover several days, weeks or months.

GPS UNITS ARE PART OF A BAIL AGENTS OR SURETY AGENTS TOOLBOX GPS is a great tool that has advanced over the years; however, it is just that, a tool.

Bail agents or surety agents may become too reliant on a GPS unit and assume the offender is no longer engaging in criminal behavior or FTA because they are outfitted with a GPS device, but this is not the case. Offenders constantly come up with ways to defeat GPS units or engage in criminal behavior by manipulating their whereabouts. Bail agents or surety agents cannot just sit back and check the offender's GPS points and assume the offender is in compliance. Bail agents or surety agents must use GPS units in conjunction with other supervision methods.

GPS MANIPULATION

Google -how to defeat a GPS ankle tracker and you get thousands of results, ranging from ways to remove, hack or bypass the GPS unit.

Do all of these methods work? I don't know. However, I do know that offenders have a lot of time on their hands to try these methods and see how their bail agents or surety agents responds.

An offender may cover the GPS unit with different materials to block the signal. If they are successful and are able to do it in a certain location of the house such as a basement, it may give the impression the offender is just losing the GPS connection when they enter that room.

Offenders can let the battery die to give them a short window of opportunity to move around without the GPS picking up their location.

Offenders may also attempt to stretch the rubber strap so they can remove the device without setting off the tamper alarm. Once the device is removed, they can leave the GPS inside their residence and are free to do what they want.

The offender may adjust their movement patterns and only go to public locations that would not raise any alarms or concerns with their probation or parole officer.

These are all reasons why bail agents or surety agents cannot rely on GPS units to police their offender's actions.

For example, let's say that prior to being outfitted your new client with the GPS unit, your client FTA on another agent or agency. Now they have a \$100,000 bond and he list on the application that he lives with his mother and don't want the bail agents or surety agents to know they have another residence, family or girlfriend. As we can see, while the GPS unit tells a lot, it does not tell the whole story. It will not tell us who the offender is associating with, if the offender is using drugs or alcohol, or if the offender is planning to FTA..

TIPPING THE SCALES

Bail agents or surety agent's work is complex. One minute you're a counselor addressing a drug relapse, the next a social worker helping an offender get proper services, and then the next minute you have to switch into an investigator role.

While –investigator or fugitive recovery may not be in your job title, it is part of your job duties. If you truly want to see what the offender you are supervising appear in court, get out of your office chair or out of jail, and get on the street.

The GPS unit is a great tool that helps tailor your approach. You will know when the offender is at home, when they are at work and when they are running errands. The GPS unit can help you locate your offender without having to tip your hand that you are trying to find them. This can allow you to pick better times to do home visits, employment checks, spot checks and covert surveillance activities.

Conducting these activities will give you a better understanding of what the offender is doing.

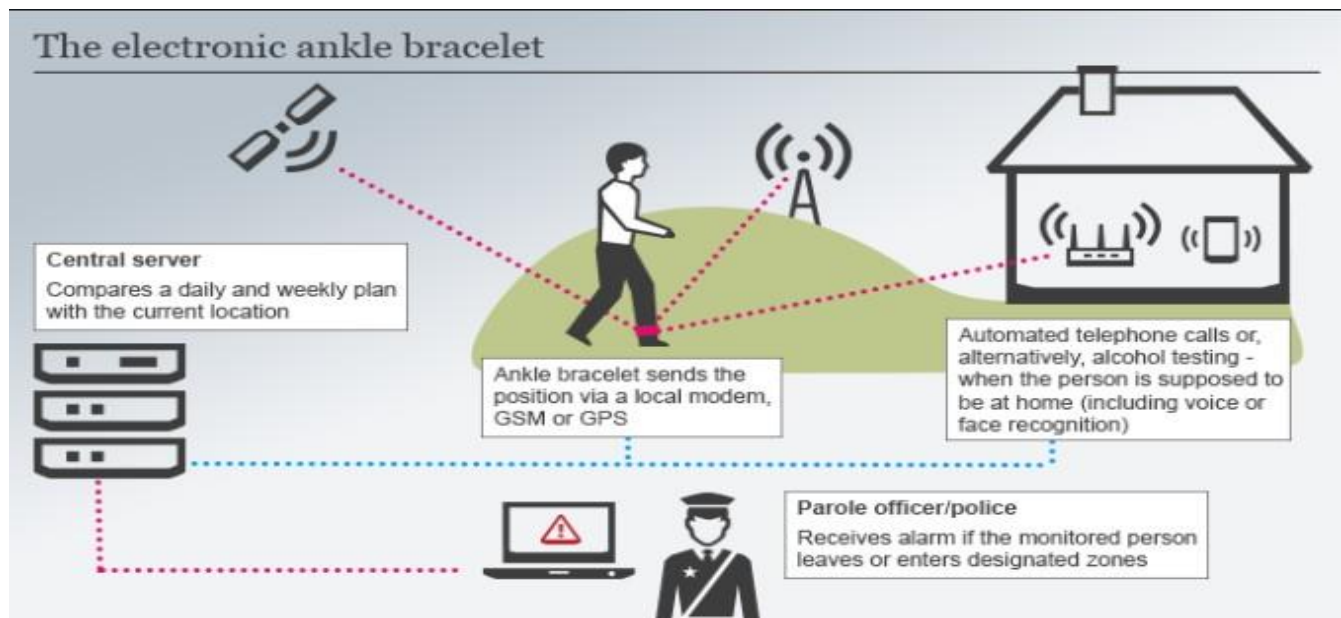
If you see something suspicious when reviewing GPS points, go to that area to investigate. You never know what you might find out. For example, you might locate a surveillance camera at a business that was pointing directly to where your offender was two days earlier. Approaching the business and asking to review security footage might show the offender associating with or the car they was driving when they FTA.

CONCLUSION

GPS units are a great tool for bail agents or surety agents to help combat FTA'S. Yet it is only a tool and cannot be substituted for good investigative work.

Just because an offender is outfitted with a GPS unit and appears to be following all the rules, doesn't mean they are. Bail agents or surety agents cannot become complacent and think the GPS unit will do their job for them.

NOTE: I have seen many bail bond agents Force the GPS on Monthly fees onto the defendant or client and use other names or companies to cover that fee. Under Florida Law, you cannot force a defendant to pay for the GPS monthly fee unless it is court-ordered.



Let's take a look at some court rulings.

U.S. Supreme Court
Puerto Rico v. Branstad, 483 U.S. 219 (1987) Puerto Rico v. Branstad
No. 85-2116
Argued March 30, 1987
Decided June 23, 1987
482 U.S. 219

Syllabus

Respondent Ronald Calder, who had been released on bail after being arraigned in a Puerto Rico court on felony charges, was declared a fugitive from justice when he failed to appear at a preliminary hearing. Believing that Calder had returned to his family's home in Iowa, Puerto Rico officials notified local authorities in Iowa, and Calder surrendered. The Governor of Puerto Rico submitted to the Governor of Iowa a request for Calder's extradition. After a hearing conducted by the Governor's counsel, and after unsuccessful negotiations between officials of the two jurisdictions for a reduction of the charges against Calder, Iowa's Governor denied the extradition request. Puerto Rico then filed suit in Federal District Court, seeking mandamus relief and a declaration that failure to deliver Calder upon presentation of proper extradition papers violated the Extradition Clause of the Federal Constitution and the Extradition Act. The court dismissed the complaint on the ground that the action was barred by the holding in Kentucky v. Dennison, 24 How. 66, that federal courts have no power to order a Governor to fulfill the State's obligation under the Extradition Clause to deliver up fugitives from justice. The Court of Appeals affirmed.

Held:

1. *Dennison's* holding that the federal courts have no authority under the Constitution to compel performance by an asylum State of the mandatory, ministerial duty to deliver up fugitives upon proper demand can stand no longer. Pp. 483 U. S. 224-229.

(a) When *Dennison* was decided in 1861, the practical power of the Federal Government was at its lowest ebb since the adoption of the Constitution. Secession of States from the Union was a fact, and civil war was a threatening possibility. Pp. 483 U. S. 224-225.

(b) The other proposition for which *Dennison* stands -- that the Extradition Clause's commands are mandatory and afford no discretion to executive officers of the asylum State -- is reaffirmed. However, the *Dennison* holding as to the federal courts' authority to enforce the Extradition Clause rested on a fundamental premise -- that the States and the Federal Government in all circumstances must be viewed as coequal sovereigns -- which is not representative of current law. It has long been a settled principle that federal courts may enjoin unconstitutional action by state officials. Considered *de novo*, there is no justification for distinguishing the duty to deliver fugitives from the many other species of constitutional

duty enforceable in the federal courts. Because the duty is directly imposed upon the States by the Constitution itself, there is no need to weigh the performance of the federal obligation against the powers reserved to the States under the Tenth Amendment. Even assuming, as respondents contend, that there is an "executive common law" of extradition, developed under *Dennison*, which provides a superior alternative to the "ministerial duty" to extradite provided for by the Constitution, no weight can be accorded to it. Long continuation of decisional law or administrative practice incompatible with the Constitution's requirements cannot overcome this Court's responsibility to enforce those requirements. Pp. 483 U.S. 226-229.

2. It need not be determined what applicability the Extradition Clause, which refers only to "States," may have to the Commonwealth of Puerto Rico, since the Extradition Act clearly applies. Puerto Rico may predicate its mandamus action on the Act, without regard to the Clause's direct applicability. Pp. 483 U. S. 229-230. 787 F.2d 423, reversed.

MARSHALL, J., delivered the opinion of the Court, in which REHNQUIST, C.J., and BRENNAN, WHITE, BLACKMUN, and STEVENS, JJ., joined, in Parts I, II-A, II-C, and III of which POWELL and O'CONNOR, JJ., joined, and in which SCALIA, J., joined in part. O'CONNOR, J., filed an opinion concurring in part and concurring in the judgment, in which POWELL, J., joined, *post* p. 483 U. S. 230. SCALIA, J., filed an opinion concurring in part and concurring in the judgment, *post* p. 483 U. S. 231.

Nicolls vs. Ingersoll

In 1803 the case of *Nicolls v. Ingersoll* was tried in Connecticut. Nicolls, who had been released on bail in Connecticut, brought an action against Ingersoll, who had been deputized by a Connecticut bail bondsman. Ingersoll had gone to Nicolls' home in New York. After being denied entry into Nicolls' house, Ingersoll broke into the house with the assistance of two colleagues, awakened Nicolls and arrested him "with great roughness" and brought him before a judge in Connecticut. Nicolls sued the bondsman's agent for trespass, false imprisonment, and assault & battery. This became a test case for the bail bondsman's right, independent of government authority, to arrest a bailee, and whether or not this right is limited in any circumstances by individual rights or government authority.

Ultimately the jury found in favor of the bail bondsman, determining that the Bail Enforcement Agent did not use unreasonable force in arresting Nicolls. The court concluded that the power of taking and surrendering is not exercised under any judicial process, but results from the agreement between

bondsman and bondee: *–The bail piece is not process, nor anything in the nature of it, but is merely a record or memorial of the delivery of the principal to his bail, on security given . Essentially this means that the jurisdiction of the court in no way controls the authority of the bail bond or the bondsman’ relationship to his client.*

In addition to establishing that bail bondsmens’ power of arrest originates not from the state but from the private contractual relationship between bondsman and principal, Nicolls v. Ingersoll also established the right of bondsmen to appoint agents to make such arrests. These are commonly referred to as Bail Enforcement Agents, or BEA. The Nicolls court stated that it saw *"nothing on general principles, against allowing this power to be exercised by an agent or deputy, and no case is to be found where the right has been denied."*

Furthermore, the Nicholls court also propounded the doctrine that bondsmen could pursue and arrest a fugitive principal anywhere within the United States. *"It likewise refused to disturb the jury's finding that the apprehension was not accomplished by means of unreasonable force. Plaintiff Nicolls had been released on a \$500 bond in Connecticut."* Apparently, Connecticut police department courts and bail commissioners had a propensity for \$500 bail back then as well (though in today's dollars that would equate to about \$10,000) . The Nicolls court termed the rights described above "indispensable for the safety and security of bail." The findings of the court were upheld by the Supreme Court in 1810.

Register v. Barton 75 So. 2d 187 (1954)
Elmer Eugene REGISTER, Appellant, v. Philip BARTON, Appellee.
Supreme Court of Florida. Division B.
October 19, 1954.

John Paul Howard, Jacksonville, for appellant. Scruggs & Carmichael, Gainesville, for appellee.
THOMAS, Justice.

The appellant filed a complaint against the appellee, Philip Barton, an attorney, Frank Sexton, individually, and as sheriff of Alachua County, and Capitol Indemnity Insurance Company, alleging that the appellees had willfully and maliciously and without probable cause or legal authority brought about his arrest, and his retention in jail for sixteen hours. Such mistreatment, so he charged, damaged his business, his reputation, his body and his mind.

The defendant, Philip Barton, answered the complaint and then moved to strike it as sham in point of fact. The court entered a judgment dismissing the complaint as to him with prejudice, and in this appeal we are concerned solely with his conduct in causing appellant to be taken in custody.

The attorney, acting as attorney in fact for the corporation which had become surety on state and federal criminal appearance bonds of the appellant, decided to surrender the appellant in order to relieve the surety of responsibility on the bonds, so he had a deputy sheriff arrest the appellant and place him in jail. After remaining in jail overnight, the appellant obtained a new bond on the state charge. Later the same attorney representing the same corporation caused the appellant's continued retention in jail until appellant procured a new bond on the charge in the federal court. The second imprisonment lasted approximately three hours.

Neither of these incarcerations was, in the opinion of the circuit judge, a basis for an action because the surety was "entitled to arrest the principal directly, or through *188 the deputy sheriff as its agent, and to detain him for a reasonable period of time," in order to escape liability on the bond.

As we understand the judge's order, he felt that compliance with the Florida statute, which we will presently quote, was "immaterial" because the surety, having the right to arrest the appellant and to delegate the right to another, could select a deputy sheriff as such agent and the latter could act in that capacity without observing the formality set out in the statute. The statute provides that "For the purpose of surrendering the defendant, the surety may arrest him before the forfeiture of the undertaking, or, by written authority indorsed on a certified copy of the undertaking, may empower any peace officer to make arrest, first paying the lawful fees therefor." (Italics supplied.) Sec. 903.22, Florida Statutes 1953, and F.S.A. So it is clear that the surety could arrest, but in the present case the surety's attorney in fact attempted to delegate the right.

We do not know as a matter of fact whether there was compliance with the statute, although the answer of the sheriff, one of the original defendants, who is not a party to this appeal, contains the averment that the appellee furnished him a copy of the bond properly endorsed.

Inasmuch as the judge held, in effect, that the statute need not have been followed, we will confine our observations to that sole question.

Under the common law the surety could arrest and surrender the principal at any time before default, and he could cause the arrest and surrender to be made by his agent. Was the common-law right then abrogated by the provision that the power to arrest might be delegated to a peace officer in the way specified in the statute? The appellant largely relies upon a decision of the Supreme Court of Alabama, *Gray v. Strickland*, 163 Ala. 344, 50 So. 152, construing a similar statute and holding that the common-law right of the surety was not extended by the statute but was modified and that, therefore, the statute now controls.

The Alabama decision is not precisely in point because in the statute of that state it was expressly provided that arrest by the surety himself be made "on a certified copy of the undertaking" and that the

surety "may authorize another person to arrest [the principal] by an indorsement in writing on such copy." Code 1907, § 6351. The difference between the two statutes is apparent. The first part of the Florida statute seems to be a reiteration of the common law and the last part relates only to arrest by peace officers. The Alabama statute refers to arrest by the surety on a certified copy of the bond, and by anyone else, without mentioning a peace officer, by endorsement of the surety authorizing the arrest by such other person.

One under bail is in the vicarious custody of his bondsman whose "dominion is a continuance of the original imprisonment," and the principal may be apprehended by his bondsman even under extreme circumstances. *Taylor v. Taintor*, 16 Wall. 366, 83 U.S. 366, 21 L. Ed. 287. Also the surety may delegate to another person the right to make the arrest. *Taylor v. Taintor*, supra; *Cartee v. State*, 162 Miss. 263, 272, 139 So. 618, 620.

From our study of the authorities we conclude that, although at a glance the first part of the Florida statute seems to be a reiteration of the common law and only the second part a modification, the statute when read as a whole is in derogation of the common law. If such an interpretation is not given then the second portion becomes meaningless. If it is held that a surety may appoint anyone, including a peace officer, to apprehend the principal and that in such case the second part of the statute may be ignored, then we might as well strike that portion.

We are unable to follow the appellee's reasoning to a conclusion preserving all the act, especially as a word of great significance is used, "empower". We conclude that the surety, under whose *189 dominion the principal remains while the obligation is in effect, may arrest without formality, but that when a peace officer is deputized to place the principal in custody he must have the power to interfere with the principal's freedom, and that this power can be transferred to him only in the manner prescribed. In other words, we hold that compliance with the law must be established and that the judgment should be reversed and the cause remanded for the purpose of hearing testimony and considering evidence on this issue. If it appears that the statute was tracked, judgment may be entered for the appellee; if not, the cause should proceed to trial on the other issues.

NOTES

Review and complete a Surrender slip from detention facility

Review and complete a DFS Statement of Surrender Form

CHAPTER 6.

UNDERWRITING & WRITING SURETY BONDS.

OBJECTIVES:

Properly complete an application for a criminal defendant's bond.

Explain the concepts of -underwriting.

Discuss transfer bonds.

Discuss the content of the application for a bail bond.

Explain "underwriting authority".

Properly complete an application for a criminal defendant's bond.

Explain the options payment and handling of premiums.

Explain the concepts of "underwriting a bail bond" .

Discuss the responsibilities of a surety agent.

Understand the defendant's obligation under a bail bond.

Determining, Selecting and accepting to write good bonds.

903.105 Appearance bonds.

903.32 Defects in bond.

903.33 Bail not discharged for certain defects. Contract between surety and defendant.

69B-221.105; Premium Charge Only Permitted.

903.14 Contracts to indemnify sureties. Determining possible violations by defendant.

903.32 Defeats in bond.

648.49 Duration of suspension or revocation.

903.33 Bail not discharged for certain defects. Establishing and maintaining Surety's rights to arrest.

903.29 Arrest of principal by surety after forfeiture.

903.36 Guaranteed arrest bond certificates as cash bail. Understanding the obligations of the surety.

903.045 Nature of criminal surety bail bonds. Determining, Assessing and understanding premium

Rates.

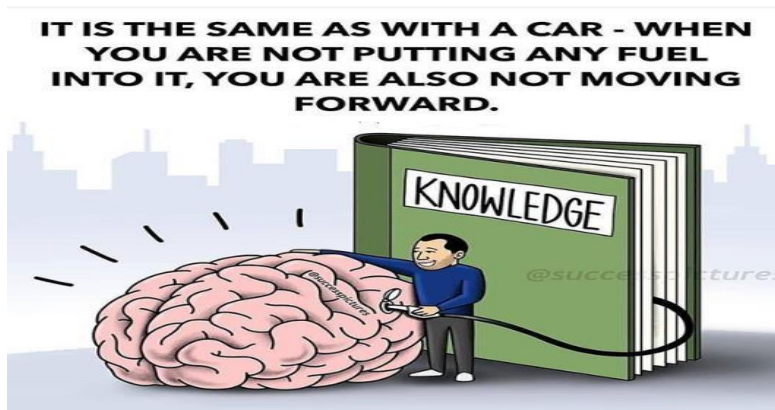
648.24 Dedication of public policy.

648.33 Bail Bond rates.

648.44 Prohibitions; penalty. Transfer Bonds.

648.43 Power of attorney; to be approved by department; Filing of copies; notification of transfer bond;.

648.44 Prohibitions; penalty.



UNDEWRITING AUTHORITY (APPENDIX PAGE 53).

-Underwriting Authority is that maximum amount in which an agent may execute any single bond, for any one defendant, without prior approval of the managing general agent or surety company. Each surety company provide guidelines or a manual detailing the underwriting authority or in the contract. Strict adherence to these guidelines is usually mandatory. Failure to conduct business within the parameters specified may result in cancellation of the contract and possibly other civil actions as well.

Agents underwriting authority limits are based on a combination of the agent's experience in the bail bond business and the amount of cash and/ or property the agent gives to underwrite (-collateralize) his or her contract. The current balance in an agent's build-up fund account will also determine his or her authority.

The underwriting authority is a privilege given to every agent based on his or her ability to evaluate the amount of risk involved and knowledge of proper methods of evaluating and taking collateral as well their ability to pay in the event of a forfeiture. Agents may not execute bonds with a lack of regard toward risk evaluation and holding proper collateral simply because the bond is within the limits of their authority. If it is determined that an agent has shown such a lack of regard, then such an agent should expect either a reduction in his authority or the cancellation of his contract.

THE APPLICATION

The surety company provides an application designed to provide the kind of data they require. Basic application questions would include:

- * Defendant's Name
- * Defendant's Date of Birth
- * Sex
- * Defendant's Social Security Number
- * Marital status
- * Aliases used
- * Defendant's current permanent address
- * Defendant's past addresses
- * Where was the defendant born?
- * Is the defendant a citizen? If not, how many years in the U.S.A.?
- * Is his family willing to -indemnify his bond with property?
- * Does the defendant have a private attorney? If so, what is the attorney's name and phone number?

- * Has the defendant been arrested before?
- * Is the defendant currently on probation or parole?
- * Charges (State or Federal)
- * Minimum Mandatory Sentence?
- * Is the defendant employed? Where?
- * Is defendant's spouse employed? Where?
- * Type of collateral (cash, real estate or other)
- * Address of property given for mortgage deeds
- * Personal references
- * Signatures

Your agency may also photograph and fingerprint the defendant. While these are often available from the sheriff, in the event that your defendant –skips, time is of the essence. Having these important papers immediately available may result in the location and apprehension of the defendant more quickly.

SOME OTHER UNDERWRITING CONSIDERATIONS

- ***SUPPORT SYSTEMS:** Does the defendant have a system of support through her or his family, friends, church (community) ?
- * **EMPLOYMENT:** Will the defendant's employer continue to employ her or him or will they be terminated?
- ***FINANCES:** Do they have the financial means to survive or will they be forced into crime in order to live?
- * **FAMILY LIFE:** If he or she is married, will the marriage survive the stress, and publicity of the arrest?
- ***PLACE TO LIVE:** Does he or she own or rent their home, or live with a family member?
LIVING IN HOTELS OR HOMELESS?
- * **LEGAL COUNSEL:** Does the defendant have good legal counsel?
- * **PROBABILITY OF FLIGHT:** Will the defendant return to stand trial or is the fear of possible incarceration so great that they may risk a longer term and more harsh penalties by fleeing? In the case of an appeal bond, the defendant has already been convicted. The likelihood of the verdict being overturned is usually small. How serious are the charges the defendant is facing?

* **ANTICIPATED TIME BEFORE TRIAL:** How long is it likely to take before the case is settled? The speedy trial rule, applicable to pre-trial bonds only, requires that felony cases be heard within 175 days from the time of arrest. Often the defendant waives this right. Other criminal defendant's bonds are not covered under the speedy trial rule and thus take much longer to complete. The defendant's life usually gets worse as time goes by, so a -borderline situation at present will probably deteriorate over time.

* **QUALITY OF COLLATERAL:** Proper collateral of a sufficient amount improves the quality of the risk!

* **ABILITY TO CONTROL DEFENDANT:** If the bond agent and the defendant cannot get along or if the defendant would be difficult for a particular bond agent to manage, then the agent should seriously consider not bonding out that defendant.

While another agent may have no problem with a defendant, you may not be able to properly deal with them. Always remember, it is your duty to produce the defendant each and every time you are required to do so, without regard to how long the process takes! Are you physically able to arrest the defendant if necessary? If in doubt, don't bond out! The premium collected will be of little consolation if you are unable to guarantee the defendant's appearance!

* **YOUR JUDGEMENT:** Your own physical and mental well-being. Decisions made when you are tired or sick is often regretted.

ACCESS TO DEFENDANTS PRIOR TO RELEASE

Shall have equal access to the jails of this state for the purpose of making bonds. Due to abuses by some bail bond agents, sheriffs in some counties do not allow personal contact with the defendant until after the bond is written. Florida Statute 903.101 requires the jails to give equal access to all bail bond agents who are licensed and properly registered, therefore, either all are allowed or all are denied access. Nevertheless, access to prisoners is still restricted in some jurisdictions. If an agent bails out a defendant and decides to surrender the defendant within 24 hours and the bond voided may be allowed by the Surety Company or general agent.

903.101 Sureties; licensed persons; to have equal access. Subject to rules adopted by the Department of Financial Services and by the Financial Services Commission, every surety who meets the requirements of ss. 903.05, 903.06, 903.08, and 903.09, and every person who is currently licensed by the Department of Financial Services and registered as required by s. 903.05, 903.06, 903.08, and 903.09, and every person who is currently licensed by the Department of Financial Services and registered as required by s.648.42 shall have equal access to the jails of this state for the purpose of making bonds.

THE SURETY / DEFENDANT CONTRACT (BAILBOND) APPLICATION FOR BOND

Before the surety bond is executed, the surety and the defendant enter into a separate contract this is a part of the application for bond. Administrative Rule 69B-221.100 sets forth the required wording.

This contract must contain the following information:

- * Date
- * Power of attorney form number attached to the bond
- * Amount of premium
- * Name of the surety company

69B-221.100 Terms and Conditions of Contract; Form-

The terms and conditions of all contracts entered into between a principal and a surety for a bail bond shall set forth the bond number, the date, the amount of the premium and the name of the surety company, on the form prescribed by the Department.-

THE SURETY CONTRACT

The actual contract is the appearance bond or appeal bond form, which are normally furnished by Surety companies to their agents. In some cases, the contract may be drawn by the court.

DUTIES OF THE SHERIFF OR COMMITTING MAGISTRATE WHEN POSTING BOND:

- * To determine if the bail is sufficient
- * Verify that the bond agent is properly registered
- * Check the bond for errors and defects

Failure of the sheriff or clerk of court to check the accuracy of a bond does not remove the responsibility of the surety and its agent.

903.33 Bail not discharged for certain defects -

The liability of a surety shall not be affected by his or her lack of any qualifications required by law, any agreement not expressed in the undertakings, or the failure of the defendant to join in the bond.

County

Local governments are established by the government of Florida and are given varying amounts of non-exclusive authority over their jurisdictions. The law governing the creation of these governments is contained both within the Florida Constitution and Florida Statutes. Local governments are incorporated in Florida by special acts of the Florida Legislature. There are four types of local governments in Florida: counties, municipalities, school districts, and special districts. Both counties and cities may have a legislative branch (commissions or councils) and executive branch (mayor or manager) and local police, but violations are brought before a county court. Counties and municipalities are authorized to pass laws (ordinances), levy taxes, and provide public services within their jurisdictions.

Each county has officers considered "state" officers, which are elected locally, their offices and salaries paid locally, but who can be removed or replaced by the governor, and not locally. These are the Sheriff, State Attorney, Public Defender, Tax Collector, County Clerk, a county Appraiser who established the value of real estate for tax purposes, and county judges.

§125.01 Powers and duties.—

- (1) The legislative and governing body of a county shall have the power to carry on county government. To the extent not inconsistent with general or special law, this power includes, but is not restricted to, the power to:
 - (b) Provide for the prosecution and defense of legal causes in behalf of the county or state and retain counsel and set their compensation.

Sheriff

The county sheriff is a Florida constitutional officer and a part of the state judicial branch. The Sheriff has a duty to enforce both the Florida Constitution and Florida state laws and statutes, and to provide for the security, safety and well-being of its citizens. This is accomplished through the delivery of law enforcement services, the operation of the County Jail, and the provision of court security. The Office of the Sheriff functions as the Executive Officer of the court.

§30.15 Powers, duties, and obligations.—

- (1) Sheriffs, in their respective counties, in person or by deputy, shall:
 - (a) Execute all process of the Supreme Court, circuit courts, county courts, and boards of county commissioners of this state, to be executed in their counties.
 - (b) Execute such other writs, processes, warrants, and other papers directed to them, as may come to their hands to be executed in their counties.
 - (c) Attend all sessions of the circuit court and county court held in their counties.

- (d) Execute all orders of the boards of county commissioners of their counties, for which services they shall receive such compensation, out of the county treasury, as said boards may deem proper.
- (e) Be conservators of the peace in their counties.
- (f) Suppress tumults, riots, and unlawful assemblies in their counties with force and strong hand when necessary.
- (g) Apprehend, without warrant, any person disturbing the peace, and carry that person before the proper judicial officer, that further proceedings may be had against him or her according to law.
- (h) Have authority to raise the power of the county and command any person to assist them, when necessary, in the execution of the duties of their office; and, whoever, not being physically incompetent, refuses or neglects to render such assistance, shall be punished by imprisonment in jail not exceeding 1 year, or by fine not exceeding \$500.
- (i) Be, ex officio, timber agents for their counties.
- (j) Perform such other duties as may be imposed upon them by law.

Clerk of Court

The clerk serves as the official keeper of the municipal records, and is responsible for issuing licenses, overseeing local elections, and maintaining financial records.

125.17 Clerk.—

The clerk of the circuit court for the county shall be clerk and accountant of the board of county commissioners. He or she shall keep their minutes and accounts, and perform such other duties as their clerk as the board may direct. The clerk shall have custody of their seal, shall affix the same to any paper or instrument to which it shall be proper or necessary that the same shall be affixed, and may give copies of writings in his or her custody as the clerk of said board, attested by his or her signature and authenticated by said seal.

Law Enforcement

Local law enforcement agencies include police and sheriff departments and the duties, functions and responsibilities of these local law enforcement agencies vary by city, county and/or municipality. Local law enforcement agencies provide routine patrol of the communities within their jurisdictions, provide emergency services, maintain records, uphold traffic enforcement laws, conduct criminal investigations /planning and analysis, maintain property, keep within a budget, provide laboratory or forensic investigation, create agendas, provide detention for adults and juveniles, provide public information,

community services, alcoholic testing, crime prevention communications, community relations, internal affairs, equipment maintenance and supply, and more.

903.32 Defects in bond

(1) A bond shall not be held invalid because of any irregularity if it was taken by a legally authorized official and states the place of appearance and the amount of bail.

(2) If no day, or an impossible day, is stated in a bond for the defendant's appearance before a magistrate for a hearing, the defendant shall be bound to appear 10 days after receipt of notice to appear by the defendant, the defendant's counsel, or any surety on the undertaking. If no day, or an impossible day, is stated in a bond for the defendant's appearance for trial, the defendant shall be bound to appear on the first day of the next term of court that will commence more than 3 days after the undertaking is given.

The only absolute essentials of a bail bond that has been accepted by an authorized official are that it states:

1. The place of appearance
2. The amount of the bond

CONDITIONS OF A BAIL BOND

* The defendant will appear in court each and every time he or she is required; and

*The defendant will not depart the court's jurisdiction without the permission of the court.

OBLIGATIONS OF THE BOND AGENT

To assure that the defendant fulfills all the conditions of the bond! (APPEAR IN COURT EACH AND EVERY TIME)

A breach by the defendant of his or her obligation is also a breach by the bond agent. The primary concern of the bond agent is that the defendant fulfills all the conditions of the bond. The primary responsibility of the bail bond agent is to assure the appearance of the defendant. Payment of estreatures is not a fulfillment! It is punishment for the bond agent having failed in his or her obligation on the bond! The credibility of the bond agent with the court is quickly lost after several defendants fail to appear. Even though forfeitures may be paid quickly, the bond agent will be deemed negligent for not properly supervising and controlling the defendant. In addition, he or she may be disciplined by the Department under F.S. 648.45 (2) (d), (e) , (f) , (g) , (l) and (3) (d) and (e) . The length of time a surety contract must remain in force is indefinite. It does not end until the obligation is fulfilled or the defendant is surrendered.

903.045 Nature of criminal surety bail bonds. It is the public policy of this state and the intent of the Legislature that a criminal surety bail bond executed by a bail bond agent licensed pursuant to chapter 648 in connection with the pretrial or appellate release of a criminal defendant, shall be construed as a commitment by and an obligation upon the bail bond agent to ensure that the defendant appears at all subsequent criminal proceedings and otherwise fulfills all conditions of the bond. The failure of a defendant to appear at any subsequent criminal proceeding or the breach by the defendant of any other condition of the bond constitutes a breach by the bail bond agent of this commitment and obligation.

WRITING THE BOND (APPENDIX PAGE 12 & 15)

***LIMITED SURETY AGENTS** attach a power of attorney pledging the corporation's (surety's) assets as security for the bond. **MUST BE COMPLETED AND SIGNED**

648.43 Power of attorney; approval by office; filing of copies; notification of transfer bond.—

(1) Every insurer engaged in the writing of bail bonds through bail bond agents in this state shall submit to the office for prior approval a sample power of attorney, which shall be the only form of power of attorney the insurer issues to bail bond agents in this state.

(2) Every professional bail bond agent who authorizes a licensed professional bail bond agent directly employed and appointed by him or her to sign his or her name to bonds must file a copy of the power of attorney given to the appointed professional bail bond agent with the sheriff and the clerk of the circuit court in the county in which he or she resides and with the department. Such power of attorney shall remain in full force and effect until written notice revoking the power of attorney has been received by the above-named officials.

(3) Every bail bond agent who executes or countersigns a transfer bond shall indicate in writing on the bond the name and address of the referring bail bond agent.

History.—s. 15, ch. 29621, 1955; s. 14, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 21, 71, 72, ch. 82-175; ss. 23, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 28, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 29, ch. 96-372; s. 33, ch. 2014-123. Note.—Former s. 903.51.

***PROFESSIONAL BOND AGENTS** must attach one of the following as security for the bond (Appearance Bond). **MUST BE COMPLETED AND SIGNED:**

1. Cash
2. Cashier's check
3. U.S. Postal money order

BOND IS GIVEN TO THE JAILER WHO HAS BEEN PROPERLY DEPUTIZED BY THE SHERIFF TO ACCEPT AND APPROVE THE BONDS.

When a surety company or insurance company commences to do business in a state, they must file their rules and rates with the Department. Once the rates are approved, the surety must not discriminate against any person. The giving of discounts to one person is viewed as discriminatory. Likewise, the charging of a surcharge to a particular defendant is looked upon as discriminatory as well.

PREMIUM MUST BE COLLECTED

Most surety companies have filed for a minimum rate of \$100 on bonds in amounts through \$1000. On higher bonds, the rates are 10% of the bond penalty on state bonds and 15% on Federal bonds. F.S. 648.33 makes it unlawful for a bond agent to execute a bail bond without charging a premium for it. The premium may not be greater or less than the current premium rate.

Payment may be made to the COURT by any of the following: 1. Cash 2. Check 3. Credit card

648.33 Bail bond rates.— (APPENDIX PAGE 23)

- (1) Bail bond rates are subject to the provisions of part I of chapter 627 of the insurance code.
- (2) It is unlawful for a bail bond agent to execute a bail bond without charging a premium

therefor, and the premium rate may not exceed or be less than the premium rate as filed with and approved by the office.

- (3) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. History.—s. 6, ch. 29621, 1955; s. 4, ch. 59-326; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 10, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 11, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 10, ch. 96-372; s. 1652, ch. 2003-261.

Note.—Former s. 903.42.

69B-221.085 Rate Filing; Approval; Proof. (APPENDIX PAGE 23)

Pursuant to Section 648.35(2) , F.S., the rates as filed and approved by the Office of Insurance Regulation are the only rates which may be used and the same rate must apply to every bond written. All bail bond rate filings shall be submitted on Form DI4-503, Rev. 10/90 -Bail Bond Rate Filing which is adopted and incorporated herein by reference. This form may be obtained from the Office of Insurance Regulation, Bureau of P & C Forms and Rates, Larson Building, Tallahassee, Florida 32399-0300. Before the rate filing may be changed, a new filing must be made and approved by the Office of Insurance Regulation. The professional bail bond agent must be able to prove that their previous rate was either too high or too

low as the case may be. Bail bond agents must charge the rate approved by the Office of Insurance and may not advertise reduced rates.

Rulemaking Authority 648.26 FS. Law Implemented 648.35(2) , 648.36 FS. History–

Repromulgated 12-24-74, Formerly 4-1.11, Amended 9-10-91, Formerly 4-1.011, Amended 4-14-97, Formerly 4-221.085.

69B-221.105 Premium Charge Only Permitted.

(1) No surety, bail bond agent, temporary bail bond agent, or managing general agent engaged in the bail bond business shall make any charge, collect, or receive any fee or consideration unless permitted by statute or rule other than the premium based on rates in current use, provided, however, that nothing in this section shall prohibit collateral security or co- indemnity agreements, and provided further that in instances where an additional surety, bail bond agent, or managing general agent located in a county different from the originating agent or bail bond agent executes the bond the premium may additionally include as a part thereof an execution and transfer fee, not to exceed a total of one hundred (\$100.00) dollars for any one defendant. If a bail bond agent assumes the liability on an out-of-state bond, the transfer fee collected shall not exceed the amount charged in that state. If monies for documentary stamps are collected and the mortgage is not filed, the funds must be returned to the person who tendered the monies.

(2) No bail bond agent shall charge, collect, or receive any fee or consideration for services rendered to the principal or indemnitor in connection with a bail bond, except those fees listed in subsection (4) and costs necessary to apprehend the principal in the event the principal attempts to flee the jurisdiction of the courts.

(3) Prohibited fees include, but are not limited to, any costs regarding arrest, transportation, and surrender within the specified jurisdiction of the court, charges for storage, maintenance or return of collateral, including releases of liens or satisfactions of mortgages, charges for researching case dispositions or obtaining bond discharges or any charge for other services ordinarily performed by a bondsman or their employees in the regular course of business and any other expenses not documented by check or receipt.

(4) Allowable fees include:

(a) Attorney’s fees and court costs associated with filing of motions;

(b) Documented transportation and lodging expenses outside the jurisdiction of the court; (c) Law enforcement costs for housing, re-arrest, transportation, and extradition; and, (d) A maximum fee of \$100 for a surrender allowed by law when there has been no forfeiture of the bond.

(5) A bail bond agent who has surrendered a principal and failed to properly refund the premium when required by law shall be subject to discipline as provided in Chapter 648, F.S., and these rules. Rulemaking Authority 648.26 FS. Law Implemented 648.33, 648.44(1) (j) FS. History—New 7-1-69, Repromulgated 12-24-74, Amended 5-22-80, Formerly 4-1.05, Amended 9-10-91, Formerly 4-1.005, Amended 4-14-97, Formerly 4-221.105.

CREDIT CARDS FOR PREMIUM & COLLATERAL

69B-221.145 Use of Credit Cards and Cash Advance Facilities in Conjunction with Issuing Bail Bonds

(1) For the purposes of this rule, a cash advance facility shall mean any person, as defined in Section 624.04 F.S. (~~Person defined.~~—Person includes an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer or inter-insurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, service representative, adjuster, and every legal entity.) who advances cash or issues a draft, check or other instrument to a credit card holder, charges the credit card holder's account for the amount of the advance, and charges a fee, commission, or any other form of consideration to the credit card holder for each cash advance transaction.

(2) A bail bond agent may provide access to a cash advance facility in his office. With respect to the issuance of a bail bond and to the maintenance of a cash advance facility system on the premises of a bail bond office, no bail bond agent shall directly or indirectly enter into any arrangement with a cash advance facility whereby the bail bond agent accepts anything of value from the cash advance facility, and no bail bond agent shall charge any person a fee for the use of the cash advance facility in excess of the amount of the premium, and transfer fee if applicable, authorized by law to be charged for the issuance of a bail bond.

(3) The amount of the service charge imposed on the credit card customer by a cash advance facility shall be prominently and conspicuously posted in the office of the bail bond agent and each credit card customer who uses the cash advance facility shall be informed by the bail bond agent of the facility's applicable service charge in advance of completing the transaction.

(4) A bail bond agent may directly enter into an arrangement with a credit card facility in order to charge a credit card holder's account for the issuance of a bail bond.

(a) A bail bond agent may not charge or receive a transfer fee, or any other additional fee, surcharge or commission, for the use of a credit card if the bail bond agent accepts payment by credit card. Any fee or discount points which may be charged to the bail bond agent by the credit card facility or organization shall be borne by the bail bond agent and shall not be passed on to any person involved in the bail bond

transaction. This paragraph does not prohibit a bail bond agent from charging a fee on a transfer bond in accordance with Rule 69B-221.105,

(b) A bail bond agent may not deduct a transfer fee, or other additional fee, surcharge or commission, from the amount of collateral charged, except as provided in F.S. 648.571(3) (b) at the time the collateral is returned.

(c) The credit card fee referenced in Section 648.571(3) (b) 1. F.S., is the fee charged by the credit card issuer.

RECEIPTS (APPENDIX PAGE 6)

Rule 69B-221.115 Directs that a receipt be given to those paying and that a copy of the receipt must be kept as a part of the bond agent's permanent record of the bond. The receipts must be pre- numbered and must contain the following:

- * Date
- * Name of the defendant (principal)
- * Amount of money received
- * Purpose for which it was received
- * Penalty of the bond
- * Number of the power of attorney forms attached to the bond
- * Name of the person making the payment

69B-221.115 Pre-numbered Receipt as Evidence of Payment

Every bail bond agent, who accepts money or any other consideration for any bail bond or undertaking which they execute, must for each and every payment received give to the person or persons paying the money or giving the consideration a pre-numbered receipt as evidence of payment which receipt shall state the date, name of the principal, amount of money or consideration received and purpose for which received, the Power of Attorney number form attached to the bond, penal sum of the bond, and name of person making payment or giving consideration. Every receipt must contain the name of the surety company. Every such bail bond agent must retain a duplicate copy of each receipt issued as part of their records pursuant to Section 648.36, Florida Statutes.

TERM CHARGE

69B-221.110 Premium Shall Be Term Charge; Premium Refund; When.

The premium permitted under Chapter 648, F.S. shall be a term charge for the term of the bond. No additional premium shall be charged in the event of a rewrite of a bond based on the same case number

except that in the event the amount of the bond has been increased, an additional premium based on the rates in current use for the amount of the increase may be charged. The licensed bail bond agent shall refund the entire premium charged for the bond when it is found that the surety had no liability under the bond because the defendant does not come under the jurisdiction of the court to which the defendant is returnable or is not released from custody except where a bond is written to allow the defendant to serve a sentence in another jurisdiction. The defendant shall be entitled to the return of premium when surrendered by the surety or bail bond agent at any time prior to the final termination of the surety's liability on the bond; provided that the defendant shall not be entitled to a return of the premium where the defendant violates the contract with the surety.

POSTING AGENT

The executing agent is called the posting agent or –non-liaible agent, and for this service he or she is paid a –posting fee or –execution and transfer fee. The agent who posts the bond earns the transfer fee. F.S. 648.43(3) also requires the bond agent who is posting a transfer bond to indicate in writing on the bond, the name and address of the referring bail bond agent.

648.43 Power of attorney; to be approved by department; filing of copies; notification of transfer bond.

(1) Every insurer engaged in the writing of bail bonds through bail bond agents in this state shall submit and have approved by the department a sample power of attorney, which will be the only form of power of attorney the insurer will issue to bail bond agents in this state.

(2) Every professional bail bond agent who authorizes a licensed professional bail bond agent directly employed and appointed by him or her to sign his or her name to bonds must file a copy of the power of attorney given to the appointed professional bail bond agent with the sheriff and the clerk of the circuit court in the county in which he or she resides and with the department. Such power of attorney shall remain in full force and effective until written notice revoking the power of attorney has been received by the above-named officials.

(3) Every bail bond agent who executes or countersigns a transfer bond shall indicate in writing on the bond the name and address of the referring bail bond agent.

REQUESTING AGENT

The agent for whom the bond is executed is known as the –liaible or –requesting agent. The requesting agent is responsible for the payment of any, and all fees due to the posting agent, plus any and all fees due

to the general agent. In addition, he or she is responsible for any and all liability for the bond, costs incurred for any and all motions that may be filed to protect, reinstate, and/or exonerate the bond, any costs incurred for apprehension of a defendant, and any and all other related costs that may be incurred by the writing of a transfer bond.

TRANSFER BONDS

A -Transfer Bond is any bail bond that is executed by one agent for another, most often in a different jurisdiction. Typically, to request a transfer bond, you must first contact the surety's managing general agent. When a bond agent desires to post a bond for a defendant who is incarcerated in a different state, or in a Florida county where the bond agent is not registered, a limited surety agent, acting through one of his surety companies, may request that the bond be written through another licensed agent in the state or county where the defendant is being held in custody.

NOTE : The transfer fee that can be lawfully charged under 69B-221.105(1) ,F.A.C. must be paid to ANOTHER bail bond agent for handling the transfer, not the writing agent. The original bond and the transfer bond must be maintained in separate files and apart from each other.

Recently, a bail bond agent charged \$100 calling it a "transfer fee" because she chose to travel to another county to post a bond. The transfer fee is only to be paid to ANOTHER bail bond agent for the agent's courtesy for facilitating the bond transfer.

TRANSFER BOND RATES

The requesting agent may charge an additional transfer fee for the posting of a transfer bond, not to exceed one hundred dollars (\$100.00)

648.43 Power of attorney; approval by office; filing of copies; notification of transfer bond.—

(1) Every insurer engaged in the writing of bail bonds through bail bond agents in this state shall submit to the office for prior approval a sample power of attorney, which shall be the only form of power of attorney the insurer issues to bail bond agents in this state.

(2) Every professional bail bond agent who authorizes a licensed professional bail bond agent directly employed and appointed by him or her to sign his or her name to bonds must file a copy of the power of attorney given to the appointed professional bail bond agent with the sheriff and the clerk of the circuit court in the county in which he or she resides and with the department. Such power of attorney shall

remain in full force and effect until written notice revoking the power of attorney has been received by the above-named officials.

(3) Every bail bond agent who executes or countersigns a transfer bond shall indicate in writing on the bond the name and address of the referring bail bond agent.

History.—s. 15, ch. 29621, 1955; s. 14, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 21, 71, 72, ch. 82-175; ss. 23, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 28, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 29, ch. 96-372; s. 33, ch. 2014-123. Note.—Former s. 903.51.

69B-221.105 Premium Charge Only Permitted -

(1) No surety, bail bond agent, temporary bail bond agent, or managing general agent engaged in the bail bond business shall make any charge, collect, or receive any fee or consideration unless permitted by statute or rule other than the premium based on rates in current use, provided, however, that nothing in this section shall prohibit collateral security or co-indemnity agreements, and provided further that in instances where an additional surety, bail bond agent, or managing general agent located in a county different from the originating agent or bail bond agent executes the bond the premium may additionally include as a part thereof an execution and transfer fee, not to exceed a total of one hundred (\$100.00) dollars for any one defendant. If a bail bond agent assumes the liability on an out-of-state bond, the transfer fee collected shall not exceed the amount charged in that state. If monies for documentary stamps are collected and the mortgage is not filed, the funds must be returned to the person who tendered the monies.

(2) No bail bond agent shall charge, collect, or receive any fee or consideration for services rendered to the principal or indemnitor in connection with a bail bond, except those fees listed in subsection (4), and costs necessary to apprehend the principal in the event the principal attempts to flee the jurisdiction of the courts.

(3) Prohibited fees include, but are not limited to, any costs regarding arrest, transportation, and surrender within the specified jurisdiction of the court, charges for storage, maintenance or return of collateral, including releases of liens or satisfactions of mortgages, charges for researching case dispositions or obtaining bond discharges or any charge for other services ordinarily performed by a bondsman or their employees in the regular course of business and any other expenses not documented by check or receipt.

(4) Allowable fees include:

(a) Attorney's fees and court costs associated with filing of motions;

(b) Documented transportation and lodging expenses outside the jurisdiction of the court;

(c) Law enforcement costs for housing, re-arrest, transportation, and extradition; and,

(d) A maximum fee of \$100 for a surrender allowed by law when there has been no forfeiture of the bond.

(5) A bail bond agent who has surrendered a principal and failed to properly refund the premium when required by law shall be subject to discipline as provided in Chapter 648, F.S., and these rules.

Rulemaking Authority 648.26 FS. Law Implemented 648.33, 648.44(1)(j) FS. History—New 7-1-69, Repromulgated 12-24-74, Amended 5-22-80, Formerly 4-1.05, Amended 9-10-91, Formerly 4-1.005, Amended 4-14-97, Formerly 4-221.105.

903.14 Contracts to indemnify sureties.

(1) A surety shall file with the bond an affidavit stating the amount and source of any security or consideration which the surety or anyone for his or her use has received or been promised for the bond. The affidavit may be filed in person or electronically.

(2) A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only the security or collateral stated in the affidavit.

(3) A limited surety or licensed bond agent may file a statement in lieu of the affidavit required in subsection (1) . Such statement must be filed within 30 days from the execution of the undertaking.

648.24 Declaration of public policy. It is the public policy of this state and the intent of the Legislature that a bond for which fees or premiums are charged must be executed by a bail bond agent licensed pursuant to this chapter in connection with the pretrial or appellate release of a criminal defendant and shall be construed as a commitment by and obligation upon the bail bond agent to ensure that the defendant appears at all subsequent criminal proceedings.

NOTES

1. Correctly complete a pre-numbered receipt for money, collateral, or any other consideration accepted for any bail bond or other undertaking which they execute

2. Correctly complete a Defendant application for bond



CHAPTER 7.

COURTS AND JURISDICTION.

OBJECTIVES:.

After the student has completed this chapter, the student gains relevant and should be able to:.

Explain the speedy trial rule.

Explain the process for surrendering a defendant.

Discuss the surety's obligations to the court system.

Identify the categories of courts and discuss their jurisdiction. Explain how a defendant is processed through the court system. Jurisdiction of Courts and Fulfilling Obligations.

The Jurisdiction of Courts.

The Court system.

Duties of each Court.

Why Courts Exist Court as Institutions Accountability.

Interdependence and leadership.

Types of Jurisdictions.

903.03 Jurisdiction of trial court to admit to bail; duties and responsibilities of Department of Corrections.

Appellate jurisdiction Original jurisdiction.

Fulfilling the obligation Required court appearances Court orders.

Surrender of Defendant.

Statutory discharge.



Understand the Difference between civil and criminal law.

In the United States, there are two bodies of law whose purpose is to deter or punish serious wrongdoing or to compensate the victims of such wrongdoing. Criminal law deals with behavior that is or can be construed as an offense against the public, society, or the state—even if the immediate victim is an individual. Examples are murder, assault, theft, and drunken driving. Civil law deals with behavior that constitutes an injury to an individual or other private party, such as a corporation. Examples are defamation (including libel and slander), breach of contract, negligence resulting in injury or death, and property damage.

Criminal law and civil law differ with respect to how cases are initiated (who may bring charges or file suit), how cases are decided (by a judge or a jury), what kinds of punishment or penalty may be imposed, what standards of proof must be met, and what legal protections may be available to the defendant.

In criminal cases, for example, only the a state government (the prosecution) may initiate a case; cases are almost always decided by a jury; punishment for serious (felony) charges often consists of imprisonment but may also include a fine paid to the government; to secure conviction, the prosecution must establish the guilt of the defendant "beyond a reasonable doubt"; and defendants are protected against conduct by police or prosecutors that violates their constitutional rights, including the right against unreasonable searches and seizures (Fourth Amendment) and the right against compelled self-incrimination (Fifth Amendment).

In civil cases, by contrast, cases are initiated (suits are filed) by a private party (the plaintiff); cases are usually decided by a judge (though significant cases may involve juries); punishment almost always consists of a monetary award and never consists of imprisonment; to prevail, the plaintiff must establish the defendant's liability only according to the "preponderance of evidence"; and defendants are not entitled to the same legal protections as are the criminally accused.

The chief difference between criminal and civil law is that a "tort" (a wrong in civil law) is an offense against a single individual, while a "crime" (a wrong in criminal law) is an offense against society as a whole. There is also a difference in terminology between the two.

In a **civil action**, the party who brings the complaint, or suit, is called the "plaintiff". The party being sued is called the "defendant" In a criminal action, the government assumes the role of the plaintiff, because the



government is pressing the case. The party defending himself or herself against criminal charges is still called the "defendant"

In **criminal courts** in various jurisdictions, the prosecuting attorneys (who presents the government's case) are known by various titles.

Because a criminal defendant could ostensibly be deprived of his life, liberty, or property ---or any combination of the three--- criminal courts typically have more constraints on them than their civil counterparts.

COURT ORDERS

A court order is a legal document or proclamation in which a court tells a person to perform a specific act, prohibits him from performing an act, sets a court date, or legally establishes something. For example, a court order may require an individual to pay a specific amount of money to another party. It may also prohibit a person from doing something, such as walking across another party's property. Some are used to set a date specifying when parties involved in a case are expected to appear in court. Others may establish the relationship between parties in a case.

In many cases, court orders are given in writing and signed by a judge. In some places, however, a judge's signature isn't enough; an order has to be notarized to make it official. There are even cases in which an order is given orally in open court. In such a case, the order may be recorded in the court's transcripts but not given to the parties in writing.

Depending on the type of case, a person may suffer penalties for failing to follow the instructions in a court order. For example, a person may lose a case by default if he fails to show up in court at the date and time specified in a court order. If a defendant fails to appear for his trial, he may be arrested and put in jail.

There are many types of court orders. One of the most familiar may be the restraining order. This type of court order requires a person to stay away from another party. It may require the individual to remain a specific distance away from another person. It may even prohibit a party from talking to a specific individual by phone. The purpose of this type of order is to prevent harassment and threatening behavior.

A custody order is another familiar type of court order. This type of order stipulates which parent should have custody of a couple's minor children. It may also give either or both parties a specific type of custody, such as sole custody, in which one parent has the right to have the children live with him. If joint custody is ordered, the children may live with each parent for part of the time instead of one parent all of the time. Sometimes custody orders are issued at the same time as child support orders, which require a parent to contribute money to a child's care.

JURISDICTION

The ability of a court to hear and decide a matter, 903.03 Jurisdiction of trial court to admit to bail; Duties and responsibilities of Department of Corrections.

(1) After a person is held to answer by a trial court judge, the court having jurisdiction to try the defendant shall, before indictment, affidavit, or information is filed, have jurisdiction to hear and decide all preliminary motions regarding bail and production or impounding of all articles, writings, money, or other exhibits expected to be used at the trial by either the state or the defendant. (2) (a) The Department of Corrections shall have the authority on the request of a circuit court when a person charged with a noncapital crime or bailable offense is held, to make an investigation and report to the court, including:

1. The circumstances of the accuser's family, employment, financial resources, character, mental condition, and length of residence in the community;
2. The accuser's record of convictions, of appearance at court proceedings, of flight to avoid prosecution, or failure to appear at court proceedings; and
3. Other facts that may be needed to assist the court in its determination of the indigency of the accused and whether she or he should be released on her or his own recognizance.

(b) The court shall not be bound by the recommendations.

History.—s. 46, ch. 19554, 1939; CGL 1940 Supp. 8663(46) ; s. 1, ch. 67-151; s. 21, ch. 70-339; s. 1, ch. 70-439; s. 5, ch. 75-301; s. 13, ch. 77-120; s. 22, ch. 79-3; s. 1474, ch. 97-102; s. 30, ch. 2004-11.

903.035 Applications for bail; information provided; hearing on application for modification; penalty for providing false or misleading information or omitting material information.— (2) An application for modification of bail on any felony charge must be heard by a court in person, at a hearing with the defendant present, and with at least 3 hours' notice to the state attorney.

THE FLORIDA COURT SYSTEM CATEGORIES

***APPELLATE JURISDICTION**- The ability of a court to hear appeals from some designated lower court(s)

***ORIGINAL JURISDICTION**- The ability to try a case in the first place. Often called –trial jurisdiction

* **TERRITORIAL JURISDICTION**: The geographical area (venue) under a court’s control. For example, a Duval County court would have no jurisdiction over a crime that was committed in Orange County; however, if due to excess publicity or other considerations, the defendant could not receive a fair trial in Orange County, the venue might be changed to Duval County.

* **SUBJECT-MATTER JURISDICTION**: The authority of a court over the subject. A county court lacks jurisdiction to try a felony case.

***PERSONAL JURISDICTION**: Officials from other nations are sometimes extended –diplomatic immunity. However, only the U.S. Supreme Court has jurisdiction in cases involving ambassadors and certain other diplomats.

THE FLORIDA COURT SYSTEM

Each of the four courts of the Florida system has various civil duties. The civil system has interest in a bail course.

COUNTY COURTS

* Appellate jurisdiction - none.

*Original jurisdiction in misdemeanor cases, (including traffic) .

CIRCUIT COURTS

* Appellate jurisdiction for county court cases.

*Original jurisdiction felony cases.

DISTRICT COURTS OF APPEAL

* Appellate jurisdiction in cases from the Circuit Court

*Original jurisdiction - none.

THE FLORIDA SUPREME COURT

* Appellate jurisdiction from the District Courts of Appeal and in cases originating in any court if a serious constitutional question is involved.

* Original jurisdiction - none. Constitutional question, Capital cases, Bond validations, Public utility cases.

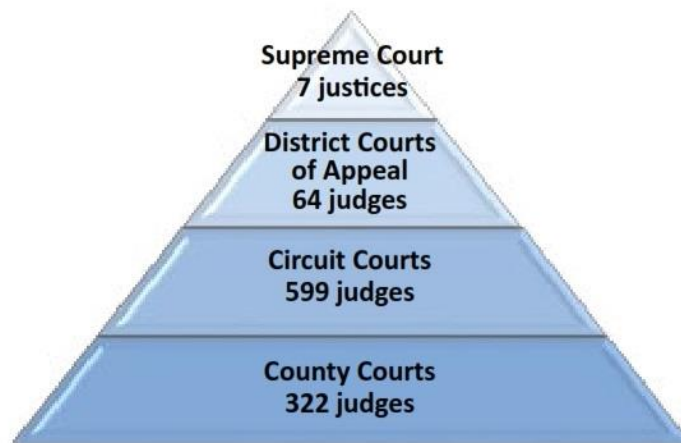
Florida Courts

Florida's court system consists of the following entities: two appellate level courts (the supreme court and five district courts of appeal) and two trial level courts (20 circuit courts and 67 county courts). The chief justice (who may serve successive two-year terms, not to exceed a total of eight years) presides as the chief administrative officer of the judicial branch.

The Florida court system is comprised of the Supreme Court, 5 district courts of appeal, 20 Circuit courts and 67 county courts. Each layer of the Florida judicial system has a distinct role in providing justice to all Floridians.

The Office of the State Courts Administrators (OSCA) is the administrative arm of the Florida Supreme Court. The office was formed in 1972, the result of Article V of the state constitution that sought to bring greater consistency and uniformity to the judicial branch.

Court System Organization & Structure



Appellate Courts: Supreme Court: Seven justices, six-year terms • Sits in Tallahassee • Five justices constitute a quorum



The highest appellate court in Florida, the Florida Supreme Court's 150+ years span a time when the state was the least populated (1845) to the present (2014) when it ranks fourth nationwide. Decisions stemming from Florida's highest court have helped shape, certainly, the state itself, but the nation as a whole.

- Jurisdiction includes death penalty cases, district court decisions declaring a state statute or provision of the state constitution invalid, bond validations, rules of court procedure, and statewide agency actions relating to public utilities. The court also has exclusive authority to regulate the admission and discipline of lawyers in Florida as well as the authority to discipline and remove judges.

The table below lists the current judges of the Florida Supreme Court and the appointing governor

Judge	Appointed By
Ricky Polston	Charlie Crist (D)
Charles Canady	Charlie Crist (D)
Jorge Labarga	Charlie Crist (D)
Carlos Muñiz	Ron DeSantis (R)
Jamie Rutland Grosshans	Ron DeSantis (R)
John Daniel Couriel	Ron DeSantis (R)
C. Alan Lawson	Rick Scott (R)

District Courts of Appeal: • 64 judges, six-year terms • Five districts: • Cases generally reviewed by three-judge panels.



There are five District Courts of Appeal in Florida, located respectively in Tallahassee, Lakeland, Miami, West Palm Beach and Daytona Beach. As a general rule, decisions of the district courts of appeal represent the final appellate review of litigated cases.

- All matters not directly appealable to the Supreme Court
- Final actions of state agencies



The DCAs take appeals from the lower courts. They also hear administrative law appeals from the executive branch's governmental actions and review decisions from county courts that have overruled the Florida Constitution or state statutes.

Number of DCA filings in each case category for fiscal year 2012-2013:

- Administrative: 1,084
- Civil: 6,102
- Criminal: 9,342
- Criminal Post Conviction: 5,305
- Family: 1,382
- Juvenile: 1,185
- Probate/Guardianship: 230
- Workers' Compensation: 231

Cases in the DCA are heard by three-judge panels. Each district court has a chief judge, who is selected by the body of judges. In general, the decisions made in the DCA are viewed as final judgments.

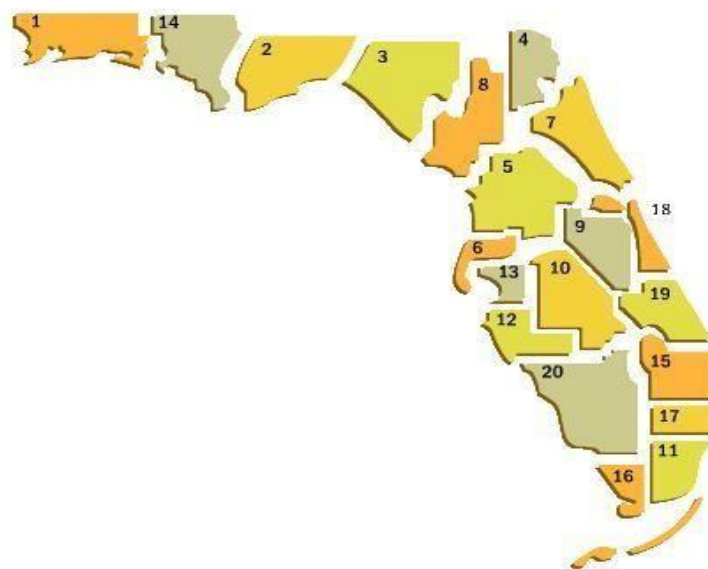
District	Number of judges	Location	Jurisdiction
First District Court of Appeal	15	Tallahassee	Circuits 1, 2, 3, 4, 8, and 14
Second District Court of Appeal	16	Lakeland with a branch in Tampa	Circuits 6, 10, 12, 13, and 20
Third District Court of Appeal	10	Miami	Circuits 11 and 16
Fourth District Court of Appeal	12	West Palm Beach	Circuits 15, 17, and 19
Fifth District Court of Appeal	11	Daytona Beach	Circuits 5, 7, 9, and 18

Trial Courts:

Trial Courts - Circuit: • 599 judges, six-year terms • Number of judges in each circuit based on caseload • Judges preside individually, not on panels.

There are 20 judicial circuits in the Florida court system. Circuit courts have general trial jurisdiction over matters not assigned by statute to the county courts, and also hear appeals from county court cases. Some circuits are made up of multiple counties.

Jurisdiction Over Matters: • Felonies • Family law matters • Civil cases (over \$15,000) • Probate/guardianship/ mental health • Juvenile dependency and delinquency • Appeals from county court



First Circuit - Escambia, Okaloosa, Santa Rosa and Walton
Second Circuit - Franklin, Gadsden, Jefferson, Leon, Liberty, and Wakulla
Third Circuit - Columbia, Dixie, Hamilton, Lafayette, Madison, Suwannee and Taylor
Fourth Circuit - Clay, Duval and Nassau
Fifth Circuit - Citrus, Hernando, Lake, Marion and Sumter
Sixth Circuit - Pasco and Pinellas
Seventh Circuit - Flagler, Putnam, St. Johns and Volusia
Eighth Circuit - Alachua, Baker, Bradford, Gilchrist, Levy, and Union
Ninth Circuit - Orange and Osceola
Tenth Circuit - Hardee, Highlands, and Polk
Eleventh Circuit - Dade
Twelfth Circuit - DeSoto, Manatee, and Sarasota
Thirteenth Circuit - Hillsborough
Fourteenth Circuit - Bay, Calhoun, Gulf, Holmes, Jackson and Washington
Fifteenth Circuit - Palm Beach Sixteenth Circuit - Monroe Seventeenth Circuit - Broward
Eighteenth Circuit - Brevard and Seminole
Nineteenth Circuit - Indian River, Martin, Okeechobee and St. Lucie
Twentieth Circuit - Charlotte, Collier, Glades, Hendry and Lee

□

Trial Courts – County: • 322 judges, six-year terms • Judges preside individually, not on panels.

The Florida Constitution establishes that there is ONE county court and judge in each of Florida's 67 counties. The county courts are sometimes referred to as "the people's courts," probably because a large part of the courts' work involves voluminous citizen disputes, such as traffic offenses, less serious criminal matters (misdemeanors) , and relatively small monetary disputes.

Jurisdiction Over Matters: • Misdemeanors • Small claims (up to and including \$5,000) • Civil (up to and including \$15,000) • Traffic

Court of Appeals judges have three choices when making a decision:

- affirm (agree with) the trial court's decision;
- reverse the decision (disagree) or
- remand the case (send the case back to the trial court for further action or a new trial) .

FULFILLING THE OBLIGATION OF THE SURETY

THE SURETY CANNOT BE HELD LIABLE FOR THE BELOW, BECAUSE THIS IS PROFORMANCE

* **DEFERRED SENTENCES:** A defendant who has entered a plea of guilty or who has been found guilty may have his sentence suspended by order of the judge. The usual conditions are that the defendant doesn't have to actually go to jail, but if they are convicted of another crime during the deferred sentence period, they must serve both sentences.

* **PRE-SENTENCE INVESTIGATION:** An investigation of the defendant's background may be requested by the judge, following a conviction or guilty plea. The Florida Probation and Parole Department performs this investigation, which the judge might use in determining an appropriate sentence for the convict.

SENTENCING ALTERNATIVES

A. **Pretrial Diversion** - Pretrial Diversion is a diversionary program run by the State Attorney's Office and is usually reserved for first time, nonviolent offenders. The diversion program is similar to probation, in that once you are accepted into the program you must report once a month to a supervising officer, undergo random drug testing, complete community service hours, and refrain from being involved in any criminal activity. Additionally, Pretrial Diversion requires the permission of the victim of the crime you are accused of committing. Your charges will be dropped upon successful completion of Pretrial Diversion.

B. **Pretrial Intervention** - Pretrial Intervention is similar to Pretrial Diversion, however it is run by the Court. Pretrial Intervention is more lenient in that a person does not have to have a spotless record. The Pretrial Intervention program is also similar to probation, in that once you are accepted into the program you must report to the Court on a regular basis, be evaluated for and undergo any recommended drug treatment, complete any other specific requirements ordered by the Court, and refrain from being involved in any criminal activity. Importantly, many Judges do not participate in Pretrial Intervention. As a result it is important that you hire an attorney who is familiar with the individual Judges and who can advise you accordingly. Your charges will be dropped upon successful completion of Pretrial Intervention.(A record of the arrest will still be in the National Crime Information Center's file - N.C.I.C. and Florida Crime Information Center F.C.I.C) .

C. **Drug Court** -Drug Court is a diversionary program created to address the issue of first time felony drug offenders. The program provides for the identification, evaluation, case management and placement of substance abusing offenders in order to avoid entering the formal criminal justice system. The Drug Court Judge reviews progress reports on each participant. Incidents of noncompliance are reported immediately to the Drug Court Judge, along with recommendations as to consequences to be imposed. Upon successful completion of Drug Court your charges will be dropped.

D. Probation - Probation is a privilege -- not a right. If you are a first-time offender, this does not mean you will automatically receive probation. If you are placed on probation, the usual conditions include: 1) reporting regularly to your probation officer; 2) notifying and receiving permission from your probation officer before changing your address, changing your job, or leaving the county; and 3) leading a law-abiding life and not committing any other crimes. If you violate any of these probation conditions, or any special conditions required by the judge, the judge may sentence you to prison. If the violation of probation is a crime committed by you while on probation, the judge can revoke your probation without waiting until you are convicted of the new charge. A probation violation hearing will be held by the judge without a jury.

***FINES:** Failure to pay a fine constitutes civil contempt and a new bond would be required.

***EDUCATIONAL AND REHABILITATION PROGRAMS:** court orders mandating attendance at a wide variety of programs are commonly imposed. These might include: Placement in alcohol or narcotics rehabilitation programs, attendance at Alcoholics Anonymous (AA) meetings, or attendance at Narcotics Anonymous (NA) meetings.

REQUIRED COURT APPEARANCES

The guilt or innocence of the defendant may be determined at the following court appearances:

ARRAIGNMENT - (A FORMAL COURT PROCEEDING)

- * Defendant is advised of the charges against her or him;
- * The information or indictment is read; and
- *The defendant is asked to plead guilty, not guilty, or nolo contendere.

CHANGE OF PLEA

Plea-bargain arrangements have been worked out with the state attorney, the defendant who has previously entered a plea of -not guilty may change his plea to guilty.

The judge has the authority to accept or reject the negotiated plea arrangement. Once accepted by the court, both the defendant and the prosecution are each bound by their agreement.

TRIAL

Innocence of the defendant will be decided at a trial.

Probable-cause hearings and various preliminary hearings may also be required; however, the appearance of the defendant is normally not necessary if they have legal representation.

Prior to any required appearance by the defendant, the clerk of court is required to give the bond agent 72 hour's notice, exclusive of weekends and holidays, as provided in F.S. 903.26(1) (b) .

SATISFACTION OF THE BAIL BOND

* **DISMISSAL OF CHARGES:** At any stage of the proceeding, a judge may dismiss the charges against the defendant for any of a variety of reasons. [NOTE: Only a judge may dismiss charges! The state attorney or sheriff may suggest it, but only a judge is empowered to dismiss charges.]

* **NOLLE PROSEQUI:** After formal charges have been filed, the state attorney may file a notice of nolle prosequi (Latin: will no further prosecute). It is usually done because evidence is considered insufficient for conviction.

* **NO INFORMATION:** Instead of a formal filing of criminal charges against the Defendant, the state attorney files a -No Information to notify all parties that the prosecutions will not file an information in particular case. A no information notice is subtly different from the nolle prosequi, but the effect on the bond is the same.

These types of discharges do not prove guilt, so the defendant is still legally presumed innocent.

The discharges of a bail bond may be satisfied in a many ways, which have nothing to do with the appearance of the defendant. The discharge of bail bonds will be discussed later in the book.

SURRENDER OF DEFENDANT

Surrender of defendant prior to breach - F.S. 903.20 The defendant may surrender herself or himself or a surety may surrender the defendant at any time before a breach of the bond.

ARREST OF PRINCIPAL BEFORE FORFEITURE – F.S. 903.22

903.22 Arrest of principal by surety before forfeiture.

A surety may arrest the defendant before a forfeiture of the bond for the purpose of surrendering the defendant or the surety may authorize a peace officer to make the arrest by endorsing the authorization on a certified copy of the bond.

NOTE: the law enforcement officer will not comply with the surety's request for assistance because No law has been broken.

METHOD OF SURRENDER, EXONERATION OF OBLIGORS F.S. 903.21 -Method of surrender; exoneration of obligors.

(1) A surety desiring to surrender a defendant shall deliver a copy of the bond and the defendant to the official who had custody of the defendant at the time bail was taken or to the official into whose custody the defendant would have been placed if she or he had been committed. The official shall take the defendant into custody, as on a commitment, and issue a certificate acknowledging the surrender.

(2) When a surety presents the certificate and a copy of the bond to the court having jurisdiction, the court shall order the obligors exonerated and any money or bonds deposited as bail refunded. The surety shall give the state attorney 3 days' notice of application for an order of exoneration and furnish the state attorney a copy of the certificate and bond.

(3) The surety shall be exonerated of liability on the bond if it is determined prior to breach of the bond that the defendant is in any jail or prison and the surety agrees in writing to pay the transportation cost of returning the defendant to the jurisdiction of the court. For purposes of this subsection, -jurisdiction means within the judicial circuit as prescribed by law.

It should be remembered that the premium (and the bail bond agent's commission) must be returned to any defendant who is surrendered if she or he HAS NOT committed a provable violation of the contract

THE SPEEDY TRIAL RULE

Citizens of the United States are protected by statutes which govern due process. To prevent the long term incarceration of a defendant pending trial, the speedy trial rule has been adopted.

Purposes of the Standards on Speedy Trial and Timely Resolution of Criminal Cases

(a) The Standards on Speedy Trial and Timely Resolution of Criminal Cases have three main purposes:
(1) to effectuate the right of the accused to a speedy trial; (2) to further the interests of the public, including victims and witnesses, in the fair, accurate, and timely resolution of criminal cases; and (3) to ensure the effective utilization of resources.

(b) These standards should be read in conjunction with other ABA Standards of Criminal Justice, and with recognition that fairness and accuracy are essential components of the criminal justice process. The standards are not intended to emphasize speedy disposition of cases to the detriment of the interests of the parties and the public, including victims and witnesses, in the fair, accurate and timely resolution of cases surety's obligations

A defendant can demand a trial within 60 days, whether or not the 175 or 90 days have elapsed.

A bail bond is a guarantee by a third-party that a defendant in a court action will appear to all of their criminal court proceedings. The bond is given in return for the release of the defendant from court custody.

MISDEMEANOR

If a defendant is charged with a misdemeanor, then the prosecutor must be prepared to take the case to trial within ninety (90) days. If more than ninety days passes, then by law, the defendant must go free and the misdemeanor charge is dropped. The defendant has the right to waive speedy trial. By so doing, the defendant agrees that the ninety-day limitation does not apply. Defendants sometimes choose to waive the right to a speedy trial as it gives additional time to locate witnesses or gather evidence which might be instrumental in their defense.

FELONY

If a defendant is charged with a felony, then the prosecutor must be prepared to take the case to trial within one hundred seventy five (175) days. If more than 175 days passes, then by law, the defendant must go free and the felony charge is dropped. The defendant has the right to waive speedy trial. By so doing, the defendant agrees that the 175-day limitation does not apply. Defendants sometimes choose to waive the right to a speedy trial as it gives additional time to locate witnesses or gather evidence which might be instrumental in their defense...

How a Case Moves through the Court System

In the case outlines that follow, each party is represented by an attorney. But this often is not the case, especially in limited jurisdiction courts. People may represent themselves in court without an attorney as long as they follow court rules. They often are called pro se, or self-represented litigants.

Court Case Processing

In the court systems, the two major types of court cases are criminal and civil. Trials in criminal and civil

cases are generally conducted the same way. After all the evidence has been presented and the judge has explained the law related to the case to a jury, the jurors decide the facts in the case and render a verdict. If there is no jury, the judge makes a decision on the case.

Criminal Cases

Criminal cases involve the commission of acts that are prohibited by law and are punishable by probation, fines, imprisonment or even death. The attorney representing the state, county or municipal government that formally accuses a person of committing a crime is the prosecutor. The person charged with the crime is the defendant. The judge not only ensures that the rights of defendant are respected, but also the Constitutional provision and the statutorily required rights afforded to victims of crime.

1. Arrest – A person is arrested by a law enforcement officer who either sees a crime happen or has a warrant for arrest when probable cause exists that a person committed a crime. When a person is arrested, the person must be brought before a judge for an initial appearance within 24 hours of being arrested or else be released.

2. Initial Appearance (AKA) First Appearance,(AKA) Bond Hearing. At the bond Hearing, the judge determines the defendant's name and address, informs the defendant of the charges and of the right to remain silent and to have an attorney. The judge sets the conditions for release from jail.

3. Arraignment – At the arraignment, the defendant enters a plea of guilty, not guilty, or no contest (nolo contendere) If the defendant enters a not guilty plea, the judge will set a trial date.

If the defendant enters a guilty plea or declares no contest to the charges, the judge will set a date to sentence the defendant for the crime

4. Pretrial Status Hearing- The aim is to resolve some of the legal issues before the trial begins.

5. Preliminary Hearing – If a preliminary hearing is held the judge hears evidence and testimony from witnesses called by the prosecuting attorney and the defendant's attorney. If the judge determines there is enough evidence to believe the defendant probably committed the crime, the defendant is held for trial in superior court, and an arraignment date is set.

Trial

6. Trial Opening Statements – The defendant has the right to a trial in which either a jury or the judge determines guilt. When the court is ready for the trial to begin, each side can make an opening statement. In a criminal case, the prosecuting attorney speaks first.

To begin, the prosecuting attorney gives an overview of the facts that will be presented. The defense attorney may present the same type of opening comment or may save the opening statement until later in the trial when that side of the case begins. Either attorney may decide not to give an opening statement.

Witnesses – The prosecuting attorney begins the case by calling witnesses and asking them questions. This is direct examination.

Witnesses in all trials take an oath or an affirmation that what they say in court is true. All trial evidence, including testimony and physical evidence, such as documents, weapons, or articles of clothing In a criminal trial, the prosecuting attorney presents evidence and witness testimony to try to prove beyond a reasonable doubt that the defendant committed the crime. The defendant's attorney may present evidence and witnesses to show that the defendant did not commit the crime or to create a reasonable doubt as to the defendant's guilt. The defendant is considered innocent of the crime charged until proven guilty.

When the prosecution has finished questioning a witness, the defense is allowed to cross-examine the witness on any relevant matter. After cross-examination, the attorney who first called the witness may ask the witness more questions to clarify something touched on in the cross-examination. This is redirect examination. The judge may allow an opportunity for the opposing attorney to re-cross examine.

When the prosecution has called all the witnesses for its side of the case and presented all of its evidence, it rests its case.

At this point, the defendant's attorney may ask for a judgment of acquittal. This means that the attorney is asking the court to decide the case in the defendant's favor because the prosecuting attorney did not present enough evidence to prove the case against the defendant. If the judge agrees that there is not enough evidence to rule against the defendant, the judge rules in favor of the defendant, and the case ends.

If a judgment of acquittal is not requested or if the request is denied, the defense may present evidence for its side of the case. The defense attorney often waits until this point in the trial to make an opening statement.

The defense may choose not to present evidence, as it is not required to do so. The defendant in a criminal case is not required to prove innocence. The burden is on the prosecution to prove the defendant's guilt beyond a reasonable doubt.

If the defense does present a case and call witnesses, the same rules and procedures that governed presentation of evidence by the prosecution now apply to evidence presented by the defense including the opportunity for the prosecutor to cross-examine defense witnesses. At the end of the defendant's case, the prosecutor may present additional information to respond to evidence offered by the defense. Following this, the defense is given another opportunity to present more evidence on the defendant's behalf.

6. Closing Arguments – After the prosecution and the defense have presented all of their evidence, each side may make closing arguments. Closing arguments are similar to opening statements and provide an opportunity for the attorneys to address the judge or the jury a final time. The prosecutor speaks first, usually summarizing the evidence that has been presented and highlighting items most beneficial to the prosecution. The defendant's attorney speaks next. The defense attorney usually summarizes the strongest points of the defendant's case and points out flaws in the prosecutor's case. The prosecutor then has one last opportunity to speak.

7. Instructing the Jury – After closing arguments in a jury trial, the judge reads instructions to the jurors, explaining the law that applies to the case. Jury members must follow these instructions in reaching a verdict.

8. Jury Deliberations – The jury goes to a special jury room and elects a foreman to lead the discussion. Jurors must consider all of the evidence presented, review the facts of the case, and reach a verdict. When the jury makes its decision, the court is called back into session.

9. Verdict – The foreman presents a written verdict to the judge, and either the judge or the court clerk reads the jury's verdict to the court. The court then enters a judgment based on the verdict, and the jury is released from service. If found not guilty, the defendant is released immediately!

If the defendant is found guilty, a date is set for sentencing. The defendant may be held in custody or remain on release status until sentencing.

10. Sentencing – A sentencing hearing is scheduled to determine the punishment a convicted defendant will receive. The judge hears testimony from the prosecution and the defense regarding the punishment that each side feels the convicted defendant should receive.

Civil Cases

Civil cases typically involve legal disagreements between individuals, businesses, corporations, or partnerships. A person can also be involved in a civil lawsuit with a government entity, such as a state,

county, or city. Most civil cases involve disputes related to breach of contract, debt collection, monetary compensation for personal injuries, property damage, or family law issues such as divorce. The party suing in a civil case is the plaintiff, and the party being sued is the defendant.

Steps in a Civil Lawsuit:

1. The plaintiff files a document (a complaint or a petition) with the clerk of the court stating the reasons why the plaintiff is suing the defendant and what action the plaintiff wants the court to take.
2. The plaintiff must state whether the case is eligible for arbitration according to court rule.
3. A copy of the complaint and a summons are delivered to (served on) the defendant.
4. The defendant has a limited time (usually 20 days) to file a written answer admitting or denying the statements in the complaint.
5. The plaintiff and the defendant exchange information about the case. This is called discovery.
6. The case is tried before a jury or a judge. Civil trial procedure is similar to criminal procedure, with each side having the opportunity for opening and closing statements, direct examination and cross examination of witnesses, and introduction of other evidence.
7. The judge makes a decision or the jury gives its verdict, based on the testimony and other evidence presented during trial.
8. The losing party may appeal the decision to the next higher level of the court.

Court of Appeals Case Processing

When an appeal is filed, the trial court sends the official case records to the Court of Appeals.

When the records and the attorneys written arguments (briefs) have been received by the court, the case is said to be at issue and is assigned to a three-judge panel for consideration. All cases filed in the Court of Appeals must be accepted for review and decided by the court.

The brief of the person filing the appeal (the appellant) contains legal and factual arguments as to why the decision of the trial court should be reversed. The person against whom the appeal is made (the appellee) has the right to respond to these arguments.

An appellate court does not conduct trials. It reviews papers, exhibits, and transcripts from the trial court. These items are the record on appeal and are used to determine whether the trial court correctly followed the law in making its decision. After they have reviewed the record, Court of Appeals judges may hear oral arguments from the attorneys before deciding the case and issuing an opinion. A majority vote (at least two out of three judges in agreement) decides the case.

Supreme Court Case Processing

When a party wants the Supreme Court to hear a case, the party files a petition for review. The record then is transferred to the Supreme Court. After examining the petition for review and supporting materials, the court decides whether to grant or deny review.

In almost all cases, the Supreme Court's review is discretionary. This means the court may decide not to accept the case. In that event, the last decision from a lower court is final.

When the Supreme Court decides to review a lower court decision, the justices study the record and the questions or points of law it raises. In most cases, the court will hear oral arguments from the attorneys involved in the appeal.

During oral argument, the attorney for the appellant (the party making the appeal) highlights and clarifies the client's side of the case. Then the attorney for the appellee (the party responding to the appeal) presents the other side. The justices often question the attorneys about the issues and about the case law cited in support of their position.

After reviewing the parties' briefs and hearing the parties' oral argument, the justices meet privately to deliberate and vote on how the case should be resolved. A majority vote which is composed of seven justices. At least five Justices must participate in every case and (four out of five votes) decides the case, and the Chief Justice assigns a justice to write the court's majority opinion.

Decisions of the court must be in writing. When issuing a written decision or opinion, the court may:

- Affirm (agree with) the judgment of the lower court, which means that judgment is final;
- Reverse (disagree with) the decision of the lower court, meaning the Supreme Court's decision must be carried out, or
- Remand the case (send it back to the trial court for further action and possible retrial) .

903.03 Jurisdiction of trial court to admit to bail; duties and responsibilities of Department of Corrections.

(1) After a person is held to answer by a trial court judge, the court having jurisdiction to try the defendant shall, before indictment, affidavit, or information is filed, have jurisdiction to hear and decide all preliminary motions regarding bail and production or impounding of all articles, writings, moneys, or other exhibits expected to be used at the trial by either the state or the defendant.

(2) (a) The Department of Corrections shall have the authority on the request of a circuit court when a person charged with a noncapital crime or bailable offense is held, to make an investigation and report to the court, including

1. The circumstances of the accused's family, employment, financial resources, character, mental condition, and length of residence in the community;
2. The accused's record of convictions, of appearance at court proceedings, of flight to avoid prosecution, or failure to appear at court proceedings; and
3. Other facts that may be needed to assist the court in its determination of the indigency of the accused and whether she or he should be released on her or his own recognizance.

(b) The court shall not be bound by the recommendations.

903.02 Actions following denial; changes in bail conditions or bond amount; separation by charge or offense.

(1) If application for bail is made to an authorized court and denied, no court of inferior jurisdiction shall admit the applicant to bail unless such court of inferior jurisdiction is the court having jurisdiction to try the defendant.

(2) No judge of a court of equal or inferior jurisdiction may remove a condition of bail or reduce the amount of bond required, unless such judge:

- (a) Imposed the conditions of bail or set the amount of bond required;
- (b) Is the chief judge of the circuit in which the defendant is to be tried;
- (c) Has been assigned to preside over the criminal trial of the defendant; or
- (d) Is the designee of the chief judge and a judge has not yet been assigned to the criminal trial.

(3) The term –court, as used in this chapter, includes all state courts.

(4) Any judge setting or granting monetary bail shall set a separate and specific bail amount for each charge or offense. When bail is posted, each charge or offense requires a separate bond.

	Criminal Proceedings	Civil Proceedings
Category	Public law	Private law
Case name	State v Defendant	Plaintiff v Defendant
Terminology	Accused is charged	Defendant is sued
Issue in the case	To determine whether the defendant is guilty	To determine whether the defendant is liable
Purpose	To punish the guilty party	To compensate the wronged party (plaintiff)
Burden of proof	Prosecutor	Plaintiff
Standard of proof	Beyond a reasonable doubt	Balance of probabilities
Judgment	If the defendant is convicted of the crime, the judge will pass sentence.	If the defendant is held to be liable for the harm caused, the judge will order a remedy.
Consequences	Examples of types of sentence include fines, imprisonment, and other requirements that are part of a probation order. The accused will have a criminal record.	Example of types of remedies include an order for damages, injunction, and specific performance, as well as an order to pay the other side for legal costs.

NOTES

CHAPTER 8.

FORFEITURES AND JUDGMENTS.

OBJECTIVES:.

After the student has completed this chapter, the student gains relevant and should be able to: Explain the time limitations applicable to discharge of forfeitures.

Explain the consequences when the obligations of a bond are breached.

Discuss the process for having judgments set aside.

Discuss the surety's obligations when a defendant fails to appear as required.

Explain the consequences of judgments upon the surety.

Discuss the remission process.

Define how and when forfeiture occurs.

Discuss how a bond is canceled.

Stay Orders- why they apply.

Rule to Show Cause filed against Surety Company.

Certified Judgments.

Surrender of defendants before breach of bond within 60 days.

Payment of estreature / forfeitures within 60 days.

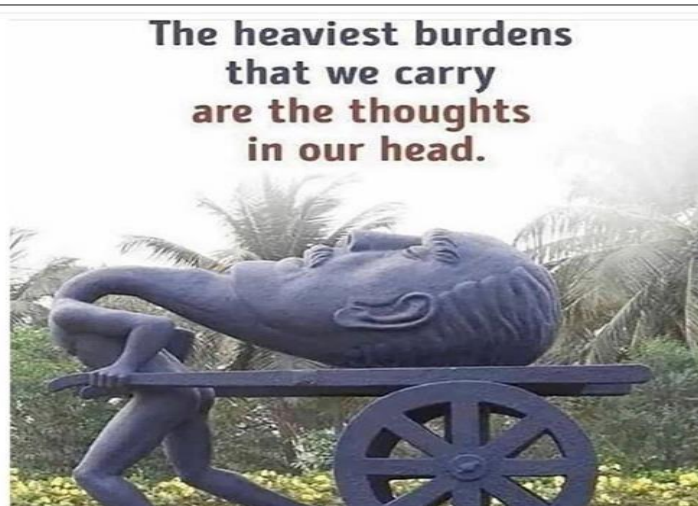
Nonpayment within 60 days agent loses rights to arrest.

Forfeitures

1. Procedural Guidelines.
2. Notice of Forfeiture.
3. Discharge of Forfeiture.
4. Warrant / Capias for Defendant's Arrest.
5. Locating and Arresting the Defendant.

Judgments

1. Forfeiture to Judgment.
2. Consequences of Unpaid Judgments.
3. Motions to Set Aside Judgment.
4. Remission.



FORFEITURES Procedural Guidelines

903.26 Forfeiture of the bond; when and how directed; discharge; how and when made; Effect of payment.

(1) A bail bond shall not be forfeited unless:

- (a) The information, indictment, or affidavit was filed within 6 months from the date of arrest, and
- (b) The clerk of court gave the surety at least 72 hours' notice, exclusive of Saturdays, Sundays, and holidays, before the time of the required appearance of the defendant. Notice shall not be necessary if the time for appearance is within 72 hours from the time of arrest, or if the time is stated on the bond.

(2) (a) If there is a breach of the bond, the court shall declare the bond and any bonds or money deposited as bail forfeited. The clerk of the court shall mail a notice to the surety agent and surety company in writing within 5 days of the forfeiture. A certificate signed by the clerk of the court or the clerk's designee, certifying that the notice required herein was mailed on a specified date and accompanied by a copy of the required notice, shall constitute sufficient proof that such mailing was properly accomplished as indicated therein. If such mailing was properly accomplished as evidenced by such certificate, the failure of the surety agent, of a company, or of a defendant to receive such mail notice shall not constitute a defense to such forfeiture and shall not be grounds for discharge, remission, reduction, set aside, or continuance of such forfeiture. The forfeiture shall be paid within 60 days of the date the notice was mailed.

(b) Failure of the defendant to appear at the time, date, and place of required appearance shall result in forfeiture of the bond. Such forfeiture shall be automatically entered by the clerk upon such failure to appear, and the clerk shall follow the procedures outlined in paragraph (a). However, the court may determine, in its discretion, in the interest of justice, that an appearance by the defendant on the same day as required does not warrant forfeiture of the bond; and the court may direct the clerk to set aside any such forfeiture which may have been entered. Any appearance by the defendant later than the required day constitutes forfeiture of the bond, and the court shall not preclude entry of such forfeiture by the clerk.

(c) If there is a breach of the bond, the clerk shall provide, upon request, a certified copy of the warrant or capias to the bail bond agent or surety company.

(3) Sixty days after the forfeiture notice has been mailed:

(a) State and county officials having custody of forfeited money shall deposit the money in the fine and forfeiture fund established pursuant to s. 142.01;

(b) Municipal officials having custody of forfeited money shall deposit the money in a designated municipal fund;

(c) Officials having custody of bonds as authorized by s. 903.16 shall transmit the bonds to the clerk of the circuit court who shall sell them at market value and disburse the proceeds as provided in paragraphs (a) and (b) .

(4) (a) When a bond is forfeited, the clerk shall transmit the bond and any affidavits to the clerk of the circuit court in which the bond and affidavits are filed. The clerk of the circuit court shall record the forfeiture in the deed or official records book. If the undertakings and affidavits describe real property in another county, the clerk shall transmit the bond and affidavits to the clerk of the circuit court of the county where the property is located who shall record and return them.

(b) The bond and affidavits shall be a lien on the real property they describe from the time of recording in the county where the property is located for 2 years or until the final determination of an action instituted thereon within a 2-year period. If an action is not instituted within 2 years from the date of recording, the lien shall be discharged. The lien will be discharged 2 years after the recording even if an action was instituted within 2 years unless a lis pendens notice is recorded in the action.

(5) The court shall discharge a forfeiture within 60 days upon:

(a) A determination that it was impossible for the defendant to appear as required due to circumstances beyond the defendant's control. The potential adverse economic consequences of appearing as required shall not be considered as constituting a ground for such a determination; (b) A determination that, at the time of the required appearance, the defendant was adjudicated insane and confined in an institution or hospital or was confined in a jail or prison;

(c) Surrender or arrest of the defendant if the delay has not thwarted the proper prosecution of the defendant. If the forfeiture has been before discharge, the court shall direct remission of the forfeiture. The court shall condition a discharge or remission on the payment of costs and the expenses incurred by an official in returning the defendant to the jurisdiction of the court.

(6) The discharge of a forfeiture shall not be ordered for any reason other than as specified herein.

(7) The payment by a surety of a forfeiture under the provisions of this law shall have the same effect on the bond as payment of a judgment.

(8) If the defendant is arrested and returned to the county of jurisdiction of the court prior to judgment, the clerk, upon affirmation by the sheriff or the chief correctional officer, shall, without further order of the court, discharge the forfeiture of the bond. However, if the surety agent fails to pay the costs and expenses incurred in returning the defendant to the county of jurisdiction, the clerk shall not discharge the

forfeiture of the bond. If the surety agent and the sheriff fail to agree on the amount of said costs, then the court, after notice to the sheriff and the state attorney, shall determine the amount of the costs.

WARRANT FOR DEFENDANT'S ARREST

Except in very extraordinary circumstances, the court will order a warrant for the arrest of the defendant at the same time the bond is forfeited. If there is a breach of the bond, the clerk shall provide, upon request, a certified copy of the warrant or capias to the bail bond agent or surety company. **(APPENDIX PAGE 75)**

FORFEITURE TO JUDGMENT

903.27 Forfeiture to judgment.

(1) If the forfeiture is not paid or discharged by order of a court of competent jurisdiction within 60 days and the bond is secured other than by money and bonds authorized in s. 903.16, the clerk of the circuit court for the county where the order was made shall enter a judgment against the surety for the amount of the penalty and issue execution. However, in any case in which the bond forfeiture has been discharged by the court of competent jurisdiction conditioned upon the payment by the surety of certain costs or fees as allowed by statute, the amount for which judgment may be entered may not exceed the amount of the unpaid fees or costs upon which the discharge had been conditioned. Judgment for the full amount of the forfeiture shall not be entered if payment of a lesser amount will satisfy the conditions to discharge the forfeiture. Within 10 days, the clerk shall furnish the Department of Financial Services and the Office of Insurance Regulation of the Financial Services Commission with a certified copy of the judgment docket and shall furnish the surety company at its home office a copy of the judgment, which shall include the power of attorney number of the bond and the name of the executing agent. If the judgment is not paid within 35 days, the clerk shall furnish the Department of Financial Services, the Office of Insurance Regulation, and the sheriff of the county in which the bond was executed, or the official responsible for operation of the county jail, if other than the sheriff, two copies of the judgment and a certificate stating that the judgment remains unsatisfied. When and if the judgment is properly paid or an order to vacate the judgment has been entered by a court of competent jurisdiction, the clerk shall immediately notify the sheriff, or the official responsible for the operation of the county jail, if other than the sheriff, and the Department of Financial Services and the Office of Insurance Regulation, if the department and office had been previously notified of non-payment, of such payment or order to vacate the judgment. The clerk shall also immediately prepare and record in the public records a satisfaction of the judgment or record the order to vacate judgment. If the defendant is returned to the county of jurisdiction of the court, whenever a motion to set aside the judgment is filed, the operation of this section is tolled until the court makes a disposition of the motion.

(2) A certificate signed by the clerk of the court or her or his designee, certifying that the notice required in subsection (1) was mailed on a specified date, and accompanied by a copy of the required notice constitutes sufficient proof that such mailing was properly accomplished as indicated therein. If such mailing was properly accomplished as evidenced by such certificate, the failure of a company to receive a copy of the judgment as prescribed in subsection (1) does not constitute a defense to the forfeiture and is not a ground for the discharge, remission, reduction, set-aside, or continuance of such forfeiture.

(3) Surety bail bonds may not be executed by a bail bond agent against whom a judgment has been entered which has remained unpaid for 35 days and may not be executed for a company against whom a judgment has been entered which has remained unpaid for 50 days. No sheriff or other official who is empowered to accept or approve surety bail bonds shall accept or approve such a bond executed by a bail bond agent or executed for such a company until judgment has been paid.

(4) After notice of judgment against the surety given by the clerk of the circuit court, the surety or bail bond agent shall, within 35 days of the entry of judgment, submit to the clerk of the circuit court an amount equal to the judgment, unless the judgment has been set aside by the court within 35 days of the entry of judgment. If a motion to set aside the judgment has been filed pursuant to subsection (5) the amount submitted shall be held in escrow until such time as the court has disposed of the motion. The failure to comply with the provisions of this subsection constitutes a failure to pay the judgment.

(5) After notice of judgment against the surety given by the clerk of the circuit court, the surety or bail bond agent may within 35 days file a motion to set aside the judgment or to stay the judgment. It shall be a condition of any such motion and of any order to stay the judgment that the surety pay the amount of the judgment to the clerk, which amount shall be held in escrow until such time as the court has disposed of the motion to set aside the judgment. The filing of such a motion, when accompanied by the required escrow deposit, shall act as an automatic stay of further proceedings, including execution, until the motion has been heard and a decision rendered by the court.

(6) The failure of a state attorney to file, or of the clerk of the circuit court to make, a certified copy of the order of forfeiture as required by law applicable prior to July 1, 1982, shall not invalidate any judgment entered by the clerk prior to June 12, 1981.

JUDGMENTS FAILURE TO PAY IN A TIMELY MANNER

The forfeiture must be paid or discharged by the court within sixty (60) days to prevent further actions. Forfeitures which remain open, will result in the entering and execution of a judgment against the surety.

NOTE: Prior to 1999, only 35 days was allowed for payment or discharge of forfeitures.

During the next ten (10) days, the clerk of the court will notify the Department and the surety at its home office. The notification will identify the power of attorney number of the bond, the executing agent, including a copy of the judgment.

The judgment must be paid within thirty five (35) days. If the bond agent or surety has filed a motion to set aside the judgment, per Subsection (5) below, then funds for the amount of the judgment must still be placed into an escrow account with the court. Failure to perform either of these requirements results in the clerk notifying the Department and the Sheriff of the county where the bond was written or the officials operating the county jail.

NOTE: Prior to 1999, 60 days was allowed for payment of judgments:

The executing agent is prohibited from executing any more bail bonds if the judgment remains unpaid after thirty-five days.

The insurer is prohibited from executing any bonds if it remains unpaid after fifty days. Criminal charges may be filed against a bond agent who attempts to write a bond under these circumstances (F.S.648.44 (1) (i) .

No sheriff or other official who is empowered to approve surety bail bonds shall accept or approve such a bond executed by such a bail bond agent or executed for such a company until such judgment has been paid. Immediately upon payment of the judgment (or depositing the required funds into escrow) or if the judgment is set aside, the clerk of the court notifies the Department, the Sheriff, the officials operating the county jail, and prepare and record a satisfaction of the judgment, in the county records.

The requirements differ from court to court on where and how notices of forfeitures are handled. Usually the court notifies the posting agent when a bond forfeits. The courts do not always notify the general agent at the time of forfeiture. Most general agents require all agents to forward/report any forfeiture notifications that they receive from the court. This usually must be done within seven days after receiving the notification.

The student should understand that general agents are responsible for supervising the bail written by their appointed agents. Upon receipt of forfeiture notices, some general agents send Forfeiture Reports reflecting their records. It is the bond agents' responsibility to review these reports for accuracy. The agent must respond and advise the current status of the forfeiture and verification that any forfeitures approaching their due date are satisfied. Appropriate documentation should be provided. For example:

certificate of incarceration, receipt showing payment of forfeiture, etc. Bond powers are discharged upon the presentation of a signed and sealed Certificate of Discharge. A signed and sealed certificate means that the certificate has been signed and sealed by a judge or clerk of the court in which the bond was written. A certificate which has been signed by the bail agent is unacceptable.

Acceptable –Certificate of Discharge" Forms: (APPENDIX PAGE 7& 37)

1. Power of attorney –Certificate of Discharge of Bond, which is provided with the corresponding power number attached to each bond power issued.
2. A –Certificate of Discharge Bond Form which will be supplied upon request of an agent, but only when the Power of Attorney Certificate of Discharge of Bond attached to the bond power is unavailable.
3. When the Power of Attorney Certificate of Discharge of Bond or the Certificate of Discharge of Bond form are unavailable or they are unacceptable to the court and/or the clerk, then a Certificate of Discharge provided by the court will be acceptable so long as it is signed and sealed by a judge or clerk of the court.
4. A signed Order. On Federal bonds, a signed Order of the Court is the only acceptable proof of discharge.

Failure of the agent to properly communicate with the general agent, and to timely attend to forfeitures can result in the cancellation of the contract of agency with the general agent and surety. Failure of the surety to receive any required notice is not a defense to the judgment.

MOTIONS TO SET ASIDE JUDGMENT

If a bond agent feels she or he can demonstrate to the court that the forfeiture should not have been entered in the first place, she or he may request the court to vacate (set aside) the judgment. It is not enough to request this! In addition, the full amount of the judgment must be deposited into an escrow account until the court has disposed of the motion.

After notice of the entry of a judgment recorded against the surety is given by the clerk of the circuit court, the surety or bail bond agent may within 35 days file a motion to set aside the judgment or to stay the judgment. It shall be a condition of any such motion and of any order to stay the judgment that the surety pays the amount of the judgment to the clerk, which amount shall be held in escrow until such time as the court has disposed of the motion to set aside the judgment. The filing of such a motion, when accompanied by the required escrow deposit, shall act as an automatic stay of further proceedings, including execution, until the motion has been heard and a decision rendered by the court.

******* REMISSION OF A FEDERAL BOND! *******

**Federal Rules of Criminal Procedure › TITLE IX. GENERAL PROVISIONS › Rule 46.
Release from Custody; Supervising Detention**

(f) Bail Forfeiture.

(1) Declaration. The court must declare the bail forfeited if a condition of the bond is breached.

(2) Setting Aside. The court may set aside in whole or in part a bail forfeiture upon any condition the court may impose if:

(A) the surety later surrenders into custody the person released on the surety's appearance bond; or

(B) it appears that justice does not require bail forfeiture.

(3) Remission. After entering a judgment under Rule 46(f) (3) , the court may remit in whole or in part the judgment under the same conditions specified in Rule 46(f) (2) .

REMISSION

Sections 2 through 6 of the statute explain the conditions that must be met by the surety for a remission:

**903.28(2) (3) (4) (5) (6)
903.28(7) Forbids the court to grant a remission for any other reasons –**

903.28 Remission of forfeiture; conditions.

(1) On application within 2 years from forfeiture, the court shall order remission of the forfeiture if it determines that there was no breach of the bond.

(2) If the defendant surrenders or is apprehended within 90 days after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8) , shall direct remission of up to, but not more than, 100 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(3) If the defendant surrenders or is apprehended within 180 days after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8) , shall direct remission of up to, but not more than, 95 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant

was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(4) If the defendant surrenders or is apprehended within 270 days after forfeiture, the court on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8) , shall direct remission of up to, but not more than, 90 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(5) If the defendant surrenders or is apprehended within 1 year after forfeiture, the court on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8) , shall direct remission of up to, but not more than, 85 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(6) If the defendant surrenders or is apprehended within 2 years after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8) shall direct remission of up to, but not more than, 50 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or

cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(7) The remission of a forfeiture may not be ordered for any reason other than as specified herein.

(8) An application for remission must be accompanied by affidavits setting forth the facts on which it is founded; however, the surety must establish by further documentation or other evidence any claimed attempt at procuring or causing the apprehension or surrender of the defendant before the court may order remission based upon an attempt to procure or cause such apprehension or surrender. The clerk of the circuit court and the state attorney must be given 20 days' notice before a hearing on an application and be furnished copies of all papers, applications, and affidavits. Remission shall be granted on the condition of payment of costs, unless the ground for remission is that there was no breach of the bond.

(9) The clerk of the circuit court may enter into a contract with a private attorney or into an interagency agreement with a governmental agency to represent the clerk of the court in an action for the remission of a forfeiture under this section.

(10) The clerk of the circuit court is the real party in interest for all appeals arising from an action for the remission of a forfeiture under this section.

The student must always keep in mind that the ultimate responsibility of a bail bond agent is assuring the presence of the defendant, each and every time it is required by the court. When a defendant breaches the bond, it is considered to be a breach by the bond agent as well.

There are many potential consequences when a defendant becomes a fugitive and flees the jurisdiction of the court. The most important consideration, even when the defendant is located and returned within the two year period is: -Has justice been thwarted? With the passage of time, the recollections of witnesses fade, some die, and the ability of the State to effectively prosecute the case declines.

Regardless of when the defendant is returned to face justice. The aspiring bail agent should also understand that after the two year period has elapsed, he or she has no legal grounds or rights to apprehend the defendant. Although this person is probably wanted by the police, his arrest is within their

jurisdiction only. A bail bond agent would be subject to criminal charges for effecting this kind of unlawful arrest.

TIME BETWEEN FORFEITURE AND REMISSION AND PERCENTAGE OF BOND PENAL AMOUNT WHICH MAY BE REMITTED IF DEFENDANT IS APPREHENDED AND SURRENDERED:

Within 90 days.	100%.
From 91 - 180 days.....	95%.
From 181 - 270 days.....	90%.
From 271 days to 1 year.....	85%.
Over 1 year but before 2 years.....	50%.
Over 2 year and 1 day.....	0%.

ARREST OF PRINCIPAL BY SURETY AFTER FORFEITURE

Locating and Arresting the Defendant

903.29 Arrest of principal by surety after forfeiture.

Within 2 years from the date of forfeiture of a bond, the surety may arrest the principal for the purpose of surrendering the principal to the official in whose custody she or he was at the time bail was taken or in whose custody the principal would have been placed had she or he been committed.

(1) The purpose of a bail determination in criminal proceedings is to ensure the appearance of the criminal defendant at subsequent proceedings and to protect the community against unreasonable danger from the criminal defendant.

(2) When determining whether to release a defendant on bail or other conditions, and what that bail or those conditions may be, the court shall consider:

(a) The nature and circumstances of the offense charged.

(b) The weight of the evidence against the defendant.

(c) The defendant's family ties, length of residence in the community, employment history, financial resources, and mental condition.

(d) The defendant's past and present conduct, including any record of convictions, previous flight to avoid prosecution, or failure to appear at court proceedings. However, any defendant who had failed to appear on the day of any required court proceeding in the case at issue, but who had later voluntarily appeared or surrendered, shall not be eligible for a recognizance bond; and any defendant who failed to appear on the day of any required court proceeding in the case at issue and who was later arrested shall not be eligible for a recognizance bond or for any form of bond which does not require a monetary undertaking or commitment equal to or greater than \$2,000 or twice the value of the monetary commitment or undertaking of the original bond, whichever is greater. Notwithstanding anything in this section, the court has discretion in determining conditions of release if the defendant proves circumstances

beyond his or her control for the failure to appear. This section may not be construed as imposing additional duties or obligations on a governmental entity related to monetary bonds.

- (e) The nature and probability of danger which the defendant's release poses to the community
- (f) The source of funds used to post bail or procure an appearance bond; particularly whether the proffered funds, real property, property, or any proposed collateral or bond premium may be linked to or derived from the crime alleged to have been committed or from any other criminal or illicit activities. The burden of establishing the non-involvement in or no derivation from criminal or other illicit activity of such proffered funds, real property, property, or any proposed collateral or bond premium falls upon the defendant or other person proffering them to obtain the defendant's release.
- (g) Whether the defendant is already on release pending resolution of another criminal proceeding or on probation, parole, or other release pending completion of a sentence.
- (h) The street value of any drug or controlled substance connected to or involved in the criminal charge. It is the finding and intent of the Legislature that crimes involving drugs and other controlled substances are of serious social concern, that the flight of defendants to avoid prosecution is of similar serious social concern, and that frequently such defendants are able to post monetary bail using the proceeds of their unlawful enterprises to defeat the social utility of pre-trial bail. Therefore, the courts should carefully consider the utility and necessity of substantial bail in relation to the street value of the drugs or controlled substances involved.
- (i) The nature and probability of intimidation and danger to victims.
- (j) Whether there is probable cause to believe that the defendant committed a new crime while on pre-trial release.
- (k) Any other facts that the court considers relevant.
- (l) Whether the crime charged is a violation of chapter 874 or alleged to be subject to enhanced punishment under chapter 874. If any such violation is charged against a defendant or if the defendant is charged with a crime that is alleged to be subject to such enhancement, he or she shall not be eligible for release on bail or surety bond until the first appearance on the case in order to ensure the full participation of the prosecutor and the protection of the public. Within 2 years from the date of forfeiture of a bond, the surety may arrest the principal for the purpose of surrendering him to:

* The official in whose custody she or he was at the time bail was taken; or

* In whose custody she or he would have been committed.

IF THE SURETY DOES NOT AFFECT THE ARREST WITHIN TWO YEARS THE FULL PENAL SUM OF THE BOND REMAINS FOREVER LOSS /FORFEITED AND SUERTY LOSS ALL RIGHTS TO ARREST DEFENDANT.

THE ARREST OF THE DEFENDANT

Once the defendant is located, the arrest must be effected by one or any combination of the following:

- * The bail agent who wrote the bond.
- * Another bail agent appointed under the same surety company.
- * A temporary bond agent employed by the agent who wrote the bond, under the supervision of a licensed limited surety agent.
- * A law enforcement officer.

Any other person who lays hands on the defendant is subject to a charge of –kidnapping, and the bond agent who caused or permitted the contact will almost certainly be charged as an accessory.

POSSIBLE CONSEQUENCES FOR THE DEFENDANT & LIMITATIONS ON FUTURE BONDS FOR THE DEFENDANT.

Florida Statute 903.046(2) (a) -

- * A defendant who has previously fled to avoid prosecution but who has later surrendered voluntarily shall not be eligible for recognizance bond.
- * A defendant who has willfully and knowingly failed to appear, causing a forfeiture, and who has later been arrested, may not be released on a bond of less than \$2,000, or twice the amount of the original bond, whichever is greater.

CANCELLING THE BOND

The statutes reiterate that the adjudication of the defendant is also a trigger for the surety's release of liability. If the defendant is found guilty, then he or she is remanded to the custody of the court. If an appeal is granted, a new bond undertaking is required. If the defendant is found to remain innocent, then obviously the bond is no longer needed.

In some instances, many years elapsed between the time of the posting of the bond and the eventual trial. The 1999 change to this statute specifies a maximum term limit of three (3) years for the original bond, except when the bond is in forfeiture. Previously, no term limit applied.

903.31 Cancelling the bond.

- (1) Within 10 business days after the conditions of a bond have been satisfied or the forfeiture discharged or remitted, the court shall order the bond canceled and, if the surety has attached a
- (2) certificate of cancellation to the original bond, the clerk of the court shall mail or electronically furnish an executed certificate of cancellation to the surety without cost. An adjudication of guilt or innocence or an acquittal, if a period of 36 months has passed since the original bond was posted, or a withholding of an adjudication of guilt shall satisfy the conditions of the bond. The original appearance bond shall expire 36 months after such bond has been posted for the release of the defendant from custody. This subsection does not apply to cases in which a bond has been declared forfeited before the 36-month expiration.
- (3) The original appearance bond does not guarantee a deferred sentence; appearance during or after a presentence investigation; appearance during or after appeals; conduct during or appearance after admission to a pretrial intervention program; placement in a court-ordered program, including a residential mental health facility; payment of fines; or attendance at educational or rehabilitation facilities the court otherwise provides in the judgment. If the original appearance bond has been forfeited or revoked, the bond shall not be reinstated without approval from the surety on the original bond.
- (4) If no formal charges are brought against the defendant within 365 days after arrest, the court shall order the bond canceled unless good cause is shown by the state.

OBSTRUCTION OF JUSTICE

843.15 Failure of defendant on bail to appear. Surety should always request this charge to be added.

- (1) Whoever, having been released pursuant to chapter 903, willfully fails to appear before any court or judicial officer as required shall incur a forfeiture of any security which was given or pledged for her or his release and, in addition, shall:
 - (a) If she or he was released in connection with a charge of felony or while awaiting sentence or pending review by certiorari after conviction of any offense, be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, or;
 - (b) If she or he was released in connection with a charge of misdemeanor, be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(2) Nothing in this section shall interfere with or prevent the exercise by any court of its power to punish for contempt.

Whoever, having been released pursuant to Chapter 903, willfully fails to appear before any court or judicial officer as required surety, incurs a forfeiture of any security which was given or pledged for his release and in addition, shall:

* Be guilty of a felony of the third degree, punishable as provided in s.775.082, s.775 .083 or s.775.084, if she or he was released in connection with a charge of felony or while awaiting sentence or pending review by law after conviction of any offense.

*Be guilty of a misdemeanor of the first degree, punishable as provided in s.775.082 or s. 775.083, if she or he was released in connection with a charge of misdemeanor.

Nothing in this section shall interfere with or prevent the exercise by any court of its power to punish for contempt.

******* FAILURE TO PAY JUDGMENTS IN A TIMELY MANNER - NONPAYMENT WITHIN 60 DAYS AGENT LOSES ALL RIGHTS TO ARREST DEFENDANT. *******

NOTE

Understanding the Importance of the application, photograph, and certified copy of bond
Discuss ramifications for non-payment of forfeitures and judgments

NOTES

CHAPTER 9.

COLLATERAL AND INDEMNITY.

OBJECTIVES.

After the student has completed this chapter, the student gains relevant and should be able to:

Define indemnity.

Discuss how collateral is disposed of after forfeiture. Discuss the Indemnity Agreement.

Explain the purpose of taking collateral.

Discuss the return of collateral after fulfillment.

Explain the limitations and other requirements for acceptance of collateral.

Understand mortgage deeds and promissory notes.

Explain the ramifications to the indemnitor if defendant breaches the contract.

A. The Indemnity Contract.

B. Types of Collateral.

c. Amount of Collateral.

D. Securing Collateral.

E. Custody of Collateral.

F. Return of Collateral after Fulfillment.

G. After Forfeiture.

H. Contractual Restrictions.

I. Punishment for Violations (ref: 648.571).

69B-221.125: Collateral Security; Affidavit; Form.

69B-221.130 Collateral Security; Statement; Form.

69B-221.135: Collateral Security Requirements.

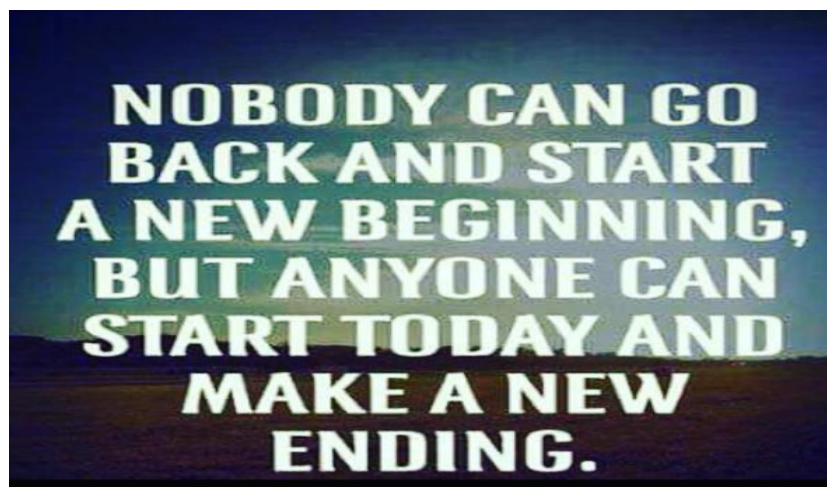
69B-221.140: Indemnity Agreement, Accepting, holding and returning Collateral.

648.4425 Notice.

648.442 Collateral security.-Converting Collateral to cash after forfeiture.

903.14 Contracts to indemnify sureties.

648.571 Failure to return collateral penalty.



THE ONLY PURPOSE OF A CRIMINAL DEFENDANT'S BOND IS TO PRODUCE THE DEFENDANT IN COURT.

The purpose of accepting collateral for the bond is to assure the defendant's appearance in court and the bail agent should give consideration to obtaining collateral that will accomplish this goal. While the constitution guarantees the right to reasonable bail, it is not a one-way ticket out of jail! The payment of forfeitures and estreatures is not a substitute for the bond agent's duty to return the defendant to stand trial. Protection for your surety company against financial loss!

A defendant facing serious charges may easily forfeit his own property and flee the jurisdiction. On the other hand, if his parent's house is at risk of foreclosure by the surety, they may be more inclined to stay.

USE OF BANK ACCOUNTS FOR COLLATERAL SECURITY

648.442(3) Collateral security shall be received and held in the insurer's name by the bail bond agent in a fiduciary capacity and, prior to any forfeiture of bail, shall be kept separate and apart from any other funds or assets of such bail bond agent. When collateral security in excess of \$5,000 cash or its equivalent is received by a bail bond agent, the entire amount shall be immediately forwarded to the insurer. Such collateral security may be placed in an interest-bearing account to accrue to the benefit of the person giving the collateral security, and the bail bond agent, insurer, or managing general agent may not make any pecuniary gain on the collateral security deposited. Any such account shall be in a depository office of a financial institution located in this state.

The insurer shall be liable for all collateral received. If the bail bond agent or managing general agent fails to return the collateral to the indemnitor upon final termination of liability on the bond, the surety shall be liable for the collateral and shall return the actual collateral to the indemnitor or, in the event that the surety cannot locate the collateral, the surety shall pay the indemnitor pursuant to the provisions of this section.

COLLATERAL DEFINED

Any item(s) of value pledged or deposited with a surety company to secure the performance of a bail bond. Collateral should be taken in the name of the surety. This collateral shall be held in trust for the depositor(s) until all liability to the surety under the terms of the bail bond has been discharged.

Other Types of Collateral

Personal real estate (such as homes, farmland, or vacation property).

Home equity.

Personal vehicles.

Paychecks.

Cash or savings accounts Investment accounts Paper investments.

Such valuables as fine art, jewelry or collectibles.

Business property like machinery or specialized equipment.

Business or personal vehicle Farm assets and products Accounts receivable Inventory.

Insurance policies Investment accounts Business savings accounts.

1. Real estate.

The most common type of collateral used by most indemnitor is real estate, such as one's home or lot parcel. Aside from being easily available, such properties come with a high value and low depreciation. However, it can also be risky because if the property is sequestered due to a default, it cannot any longer be taken back.

2. Cash secured loan.

Cash is another common type of collateral because it works very simply.

3. Inventory.

This involves an inventory that serves as the basis for the release of an arrestee. Should a default happen, the things listed in the inventory will be sold.

4. Invoice collateral.

Invoices are one of the types of collateral used by small businesses, wherein invoices that are still unpaid are used as collateral.

5. Blanket liens.

This involves the use of a lien, which is a legal claim allowing a agent to dispose of the assets of a business that is in default of its bond.

INDEMNITY FOR BAIL BOND

An -indemnitor is a person who agrees to be legally responsible for another (defendant) either by promising to deliver the said person (defendant) or to refund to the surety any and all costs and/or expenses suffered by the surety because of the defendant failure to appear.



INDEMNITY AGREEMENT

There are three parties to the –Indemnity Agreement : the Surety and the Indemnitor. The agreement is a contract drafted by the surety that obligates all persons signing such an agreement to the terms and –conditions of said agreement, which binds these –signers as the indemnitors. Said indemnitor (s) are now liable for the court appearance of that defendant whose name appears on the contract. All executed bonds require an indemnity agreement to be signed by the defendant and other indemnitors, if any.

69B-221.140 Indemnity Agreement; Form.

No indemnity agreement shall be entered into between a principal and surety or any agent of the surety, and no application shall be accepted by a bail bond agent, engaged in the bail bond business, or a surety company, for a bail bond in which an indemnity agreement is required between a principal and a surety, or any agent of such surety, unless the indemnity agreement reads as follows:

—For good and valuable consideration, the undersigned principal hereby agrees to indemnify and hold harmless, the surety company or its agent for all losses not otherwise prohibited by law, or rules of the Department.

69B-221.145 Use of Credit Cards and Cash Advance Facilities in Conjunction with Issuing Bail Bonds.

(1) For the purposes of this rule, a cash advance facility shall mean any person, as defined in Section 624.04, F.S., who advances cash or issues a draft, check or other instrument to a credit card holder, charges the credit card holders account for the amount of the advance, and charges a fee, commission, or any other form of consideration to the credit card holder for each cash advance transaction.



(2) A bail bond agent may provide access to a cash advance facility in his office. With respect to the issuance of a bail bond and to the maintenance of a cash advance facility system on the premises of a bail bond office, no bail bond agent shall directly or indirectly enter into any arrangement with a cash advance facility whereby the bail bond agent accepts anything of value from the cash advance facility, and no bail bond agent shall charge any person a fee for the use of the cash advance facility, in excess of the amount of the premium, and transfer fee if applicable, authorized by law to be charged for the issuance of a bail bond.

(3) The amount of the service charge imposed on the credit card customer by a cash advance facility shall be prominently and conspicuously posted in the office of the bail bond agent and each credit card customer who uses the cash advance facility shall be informed by the bail bond agent of the facility's applicable service charge in advance of completing the transaction.

(4) A bail bond agent may directly enter into an arrangement with a credit card facility in order to charge a credit card holders account for the issuance of a bail bond.

(a) A bail bond agent may not charge or receive a transfer fee, or any other additional fee, surcharge or commission, for the use of a credit card if the bail bond agent accepts payment by credit card. Any fee or discount points which may be charged to the bail bond agent by the credit card facility or organization shall be borne by the bail bond agent and shall not be passed on to any person involved in the bail bond transaction. This paragraph does not prohibit a bail bond agent from charging a fee on a transfer bond in accordance with Rule 69B-221.105, F.A.C.

(b) A bail bond agent may not deduct a transfer fee, or other additional fee, surcharge or commission, from the amount of collateral charged, except as provided in Section 648.571(3) (b) F.S., at the time the collateral is returned.

(c) The credit card fee referenced in Section 648.571(3)

(d) 1. F.S. is the fee charged by the credit card issuer.

INDEMNITY CONTRACTS

69B-221.135 Collateral Security Requirements.

(1) No bail bond agent shall accept collateral security or other indemnity of any type in an individual or aggregate amount totaling in excess of fifty thousand dollars (\$50,000) cash per bond, except as provided by Sections 648.442(1) (a) (e) , F.S., or by this rule.



(2) The meaning of -any other type of security in Section 648.442(1) (e) , F.S., is defined to include only the following types of security: (a) Shares of stock of a close corporation, or (b) Patents, copyrights or trademarks.

69B-221.125 Collateral Security; Affidavit; Form

Every bail bond agent who accepts collateral security for a bail bond shall, for each bail bond written, make and attach to such bail bond an affidavit on the form prescribed by the Department, to wit:

AFFIDAVIT

STATE OF FLORIDA COUNTY OF _____

Before me today, the undersigned authority, personally appeared , who by me being duly sworn, deposes and says: That he is a duly licensed bail bond agent pursuant to Chapter 648, F.S., and has registered for the current year with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned county, and has filed a certified copy of his appointment by Power of Attorney for the Surety, with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned County. That (Principal) of (Address) has (given or promised to give) the sum of (\$) Dollars, as consideration for Bail Bond Number filed with the Clerk of the located in _____ together with the (promise or receipt) of security belonging to (Name) of (Address) as follows: (Provide detailed description and source of security) . That a duly signed receipt has been given to the said (Principal) for the consideration given and/or that the said (Name) has (also been) given a receipt for the security described above.

(Bail Bond Agent)

Sworn to and subscribed before me in , Florida, on this day of _____

(NOTARY PUBLIC) State of Florida at Large

(Address) _____
My Commission Expires:

Notes

Every bail bond agent who accepts collateral security for a bail bond shall, for each bail bond written, make and attach to such bail bond an affidavit on the form prescribed by the Department, to wit:

Taking collateral is an everyday occurrence in the bail bond business. As you have seen, many regulatory safeguards are in place to protect the public. Collateral varies widely. On small bonds, the signature of the indemnitor may be all the collateral needed. In other cases, large sums of money, mortgages, or assignment of other valuable assets are required by the surety in order to execute the bond.

All agents are held responsible for filing of –Collateral Affidavits, pursuant to Florida statute requiring such an affidavit be filed with each and every bond executed, as discussed above. The Collateral Affidavit is a statement of the amount and type of collateral that the bail agent has –taken to indemnify the bond. The Collateral Affidavits are usually printed on the opposite side of the appearance bond forms provided by the surety. Samples are included with your course materials.

The purpose of the Collateral Affidavit is to declare all forms of collateral taken to secure the bond. The Florida statute covering such affidavits allows a bond agent up to as many as 30 days to file the affidavit with the court. If this affidavit is not filed within the 30 day time limit, then the bond agent no longer has a legal right to pursue the collateral taken to secure that bond. In other words, if you fail to file a collateral statement or affidavit within 30 days, you have no real collateral!

69B-221.130 Collateral Security; Statement; Form

Pursuant to Section 903.14(3) , F.S., every bail bond agent who accepts collateral security for a bail bond may make, attach to and file with each bail bond, in lieu of the affidavit required by Rule 69B-221.125, F.A.C., a statement on a form prescribed by the Department, to wit:

STATEMENT

I, am a duly licensed bail bond agent pursuant to Chapter 648, F.S., and have registered for the current year with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned county, and have filed a certified copy of my appointment by Power of Attorney for the Surety with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned County. That (Principal) of (Address) has (given or promised to give) the sum of _____

(\$) Dollars as consideration for Bail Bond Number filed with the Clerk of the located in together with the (promise or receipt) of security belonging to (Name) of (Address) as follows: (Provide detailed description and source of security) _____ That a duly signed receipt has been given to the said (Principal) for the consideration given and/or that the said (Name) has (also been) given a receipt for the security described above.

(Bail Bond Agent)

(Agency) (Address)

TAKING COLLATERAL, ACCEPTING, HOLDING AND RETURNING COLLATERAL

648.442 Collateral security.

(1) Collateral security or other indemnity accepted by a bail bond agent, except a promissory note or an indemnity agreement, shall be returned upon final termination of liability on the bond. Such collateral security or other indemnity required by the bail bond agent must be reasonable in relation to the amount of the bond. Collateral security may not be used by the bail bond agent for personal benefit or gain and must be returned in the same condition as received. A bail bond agent may accept collateral security in excess of \$50,000 cash per bond, provided any amount over \$50,000 cash is payable to the insurer in the form of a cashier's check, United States postal money order, certificates of deposit, or wire transfer and is remitted to and held by the insurer. A copy of IRS Form 8300 must be retained as part of the defendant's file if it is otherwise required.

A quitclaim deed for property may not be taken as collateral. Other acceptable forms of security or indemnity may consist of the following:

- (a) **A promissory note;**
- (b) **An indemnity agreement;**
- (c) **A real property mortgage in the name of the insurer**
- (d) **Any Uniform Commercial Code filing; or**
- (e) **Any other type of security approved by the department.** The department may approve other security only if, after considering the liquidity and other characteristics of the security, it determines that the security is of a type which increases the probability that the defendant will in fact appear in court or increases the probability that the defendant will be subsequently apprehended by the bail bond agent.

(2) When a bail bond agent accepts collateral, a written, numbered receipt shall be given, and this receipt shall give in detail a full account of the collateral received. The bail bond agent shall also give copies of documents rendered under subsection (1) to the indemnitor.

(3) Collateral security shall be received and held in the insurer's name by the bail bond agent in a fiduciary capacity and, prior to any forfeiture of bail, shall be kept separate and apart from any other funds or assets of such bail bond agent. When collateral security in excess of \$5,000 cash or its equivalent is received by a bail bond agent, the entire amount shall be immediately forwarded to the insurer. Such collateral security may be placed in an interest-bearing account to accrue to the benefit of the person giving the collateral security, and the bail bond agent, insurer, or managing general agent may not make any pecuniary gain on the collateral security deposited. Any such account shall be in a depository office of a financial institution located in this state.

The insurer shall be liable for all collateral received. If the bail bond agent or managing general agent fails to return the collateral to the indemnitor upon final termination of liability on the bond, the surety shall be liable for the collateral and shall return the actual collateral to the indemnitor or, in the event that the surety cannot locate the collateral, the surety shall pay the indemnitor pursuant to the provisions of this section.

(4) When the obligation of the surety on the bond or bonds has been released in writing by the court, the collateral shall be returned to the rightful owner named in the collateral receipt unless another disposition is provided for by legal assignment of the right to receive the collateral to another person.

(5) If a forfeiture occurs, the agent or insurer shall give 10 days written notice of intent to convert the collateral deposit into cash to satisfy the forfeiture to the indemnitor and principal. Notice shall be sent by certified mail to the last known address of the indemnitor and principal.

(6) The bail bond agent or insurer must convert the collateral to cash within a reasonable period of time and return that which is in excess of the face value of the bond minus the actual and reasonable expenses of converting the collateral to cash. In no event shall these expenses exceed 20 percent of the face value of the bond. However, upon motion and proof that the actual, reasonable expenses exceed 20 percent, the court may allow recovery of the full amount of such actual, reasonable expenses. If there is a remission of a forfeiture, which had required the surety to pay the bond to the Court, the surety shall pay to the indemnitor the value of any collateral received for the bond, minus any actual expenses and costs permitted herein.

(7) No bail bond agent or insurer shall solicit or accept a waiver of any of the provisions of this section or enter into any agreement as to the value of the collateral.

(8) Prior to the appointment of a bail bond agent who is currently or was previously appointed by another insurer, the bail bond agent must file with the department a sworn and notarized affidavit, on a form prescribed by the department, stating that:

(a) There has been no loss, misappropriation, conversion, or theft of any collateral being held by the agent in trust for any insurer by which the agent is currently or was previously appointed; and

(b) All collateral being held in trust by the agent and all records for any insurer by which the agent is currently or was previously appointed are available for immediate audit and inspection by the department, the insurer, or the managing general agent, and will upon demand of the department or insurer be transmitted to the insurer for whom the collateral is being held in trust.

(9) The department shall establish by rule the form of the affidavit and the statement identifying the amount and source of the security as specified in s. 903.14.

(10) An indemnity agreement may not be entered into between a principal and either a surety or any agent of the surety, and an application may not be accepted either by a bail bond agent engaged in the bail bond business or by a surety company for a bail bond in which an indemnity agreement is required between a principal and either a surety or any agent of such surety, unless the indemnity agreement reads as follows: -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 Financial Services.

(11) Any person who violates this section is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

648.4425 Notice.

(1) Upon issuing a bond, the bail bond agent shall provide to the principal and, if applicable, to the party rendering collateral or indemnifying the surety an informational notice which shall include: (a) A statement noting with particularity the restrictions, if any, placed on the principal as a condition of the bond;

(b) A statement of the bail bond agent's powers relating to the cancellation of the bond and recommitment of the principal; and

(c) The name, address, and telephone number of the department for complaints or inquiries.

(2) Any bail bond agent that surrenders or recommits a defendant must provide the defendant with a statement of surrender on a department-prescribed form. The statement must be signed by the agent and must state the reason for surrender. The statement must be attached to the surrender form with a copy provided to the defendant and a copy maintained by the agent in the defendant's file.

(3) The department shall prescribe forms to administer this section.

903.14 Contracts to indemnify sureties.

(1) A surety shall file with the bond an affidavit stating the amount and source of any security or consideration which the surety or anyone for his or her use has received or been promised for the bond.

(2) A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only the security or collateral stated in the affidavit.

(3) A limited surety or licensed bond agent may file a statement in lieu of the affidavit required in subsection (1) . Such statement must be filed within 30 days from the execution of the undertaking.

Notes - An indemnity agreement may not be entered into between a principal and either a surety or any agent of the surety, and an application may not be accepted either by a bail bond agent engaged in the bail bond business or by a surety company for a bail bond in which an indemnity agreement is required between a principal and either a surety or any agent of such surety, unless the indemnity agreement reads as follows: -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 Financial Services. Any person who violates this section is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

COLLATERAL RECEIPTS (APPENDIX PAGE 8) ADMINISTRATIVE RULE 69B-221.120

The statutes and rules mandate the use of consecutively pre-numbered receipts whenever collateral is accepted from an indemnitor.

(1) Every bail bond agent who accepts any type of collateral in conjunction with a bail bond or undertaking which they execute must for such collateral received give to the person or persons giving the collateral a consecutively pre-numbered receipt as evidence thereof. The receipt shall state:

- (a) The date,
 - (b) Name of the principal,
 - (c) Detailed description of collateral received,
 - (d) Whether the collateral will be maintained in the custody of the bail bond agent, managing general agent or surety company,
 - (e) Number of Power of Attorney form attached to the bond, and
 - (f) The name of the person placing the collateral in the bail bond agent's trust.
- (2) All receipts must contain the name, address and telephone number of both the surety company and agent.
- (3) The receipt shall state that for any complaints or inquiries, you may contact the Department of Financial Services, Division of Consumer Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, FL 32399-0322, 1(877) 693-5236 (in-state) .
- (4) Every bail bond agent shall retain, in the individual file for each defendant, a duplicate copy of each receipt issued as part of their records pursuant to Section 648.36, F.S.
- (5) The receipt shall be separate from and not part of the premium receipt referred to in Rule 69B-221.115, F.A.C.
- (6) A temporary bail bond agent is prohibited from handling or accepting collateral until a properly executed receipt has been issued by a licensed and appointed bail bond agent as provided in this rule.

LIMITATIONS ON THE SURETY

A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only security or collateral stated in the affidavit. An indemnitor may own several parcels of real estate, yet one particular parcel as collateral. In most instances, the surety would not be permitted to make claim to these other holdings unless they are specifically referenced on the contract.

OTHER REQUIREMENTS FOR ACCEPTANCE OF COLLATERAL

In cases when the affidavit cannot be filed with the bond, the Statute allows an alternative provision wherein the limited surety agent or licensed bond agent may file a statement, in lieu of the affidavit. This situation often arises when a bond is written on a weekend or holiday when mortgage deeds cannot be filed and property records cannot be verified accurately with any other circumstances.

MORTGAGE DEEDS & PROMISSORY NOTES

Collateral in the form of a mortgage on real property (real estate) is common in the bail bond business. Owners of real estate have what is referred to as –equity in the property if the amount owed on the property is less than the market value. For example, assume a defendant needs collateral of \$35,000 to secure a bail bond. He is the owner of a house with a market value of \$100,000, and a first mortgage of \$70,000. There is \$30,000 in equity. This equity could be pledged as collateral security by the placing of a second mortgage on the property naming the surety as mortgagee. In the event of a foreclosure action, the first mortgage must be paid before the second mortgage and so on.

RETURN OF COLLATERAL AFTER FULFILLMENT

Earlier in this Chapter, we examined the provisions of Florida statute 648.442. Subsection (1) of this statute deals with the return of collateral after fulfillment of the conditions of the bond by the defendant. All collateral security or other indemnity accepted by a bail bond agent shall be returned upon final termination of liability except:

A promissory note

An indemnity agreement

FAILURE TO RETURN COLLATERAL

Collateral must be returned upon demand from the person from whom it was received within 21 days after the bail bond has been discharged in writing by the court.

Failure to return collateral under the terms as set forth is punishable under various statutes depending upon the value of the collateral:

648.571 Failure to return collateral; penalty.

(1) A bail bond agent who has taken collateral or an insurer or managing general agent who holds collateral as security for a bail bond shall, upon demand make a written request for a discharge of the bond to be delivered to the surety or the surety's agent. A copy of the written request for discharge must be given to the indemnitor or the person making the request for the collateral, and a copy must be maintained in the agent's file. If a discharge is provided to the surety or the surety's agent pursuant to chapter 903, the collateral shall be returned to the indemnitor within 21 days after the discharge is provided.

(2) Upon demand, following the written request for discharge and upon diligent inquiry by the surety or surety's agent to determine whether the bond has been discharged, the failure of the court to provide a written discharge to the surety or surety's agent pursuant to chapter 903 within 7 days automatically cancels the bond, and the collateral shall be returned to the indemnitor within 21 days after the written request for discharge.

(3) (a) Fees or charges other than those provided in this chapter or by rule of the department or commission may not be deducted from the collateral due.

(b) 1. The bail bond agent may charge the credit card fee imposed in connection with the use of the credit card for payment of collateral if the fee is clearly shown on the collateral receipt and is acknowledged by the person tendering the credit card.

2. The prevailing schedule of credit card fees must be conspicuously posted in the lobby of the bail bond agency, and a copy must be provided to the person tendering the credit card.

(c) Allowable expenses incurred in apprehending a defendant because of a bond forfeiture or judgment under s. 903.29 may be deducted if such expenses are accounted for.

The failure to return collateral under these terms is punishable as follows:

1. If the collateral is of a value less than \$100, as provided in s. 775.082(4) (a) .
2. If the collateral is of a value of \$100 or more, as provided in s. 775.082(3) (d) .
3. If the collateral is of a value of \$1,500 or more, as provided in s. 775.082(3) (c) .
4. If the collateral is of a value of \$10,000 or more, as provided in s. 775.082(3) (b) .

(3) In addition to the criminal penalties and any other penalties provided in this chapter, the department shall impose against any person violating this section an administrative fine of five times the dollar amount of the collateral.

After the surety is released of liability, the bond agent should obtain a receipt for the return of the collateral and keep it as a permanent part of the records of the bond.

APPLICABLE TO HOLDING COLLATERAL PRIOR TO FORFEITURE

- *Agent is held to be in a fiduciary capacity
- *Collateral is held in the name of the Surety
- * Agent is forbidden to use collateral
- * Agent may not benefit or profit from collateral

- *Surety may not benefit or profit from collateral
- * Collateral must be returned in the same condition in which it was received.
- * Costs of holding collateral cannot be passed on to Indemnitor or Principal

APPLICABLE TO HOLDING CASH COLLATERAL

- *Cash must be kept in a bank or savings & loan institution in Florida
- *Cash must be kept in a separate collateral account
- *One account can be used for all cash collateral
- *Separate accounts may be used for cash collateral
- * Collateral cannot be commingled with other business accounts
- *Collateral cannot be commingled with any other account
- *If account bears interest, all interest belongs to the indemnitor(s)

VIOLATIONS MAY RESULT IN FELONY CHARGES AGAINST THE BOND AGENT FOR —CONVERSION OR MISAPPROPRIATION OF THE PROPERTY OF ANOTHER.

DISPOSING OF COLLATERAL AFTER FORFEITURE

If a forfeiture occurs, the bond agent must dispose of non-cash collateral to cover the loss, however, certain time restrictions are provided under F.S. 648.442:

10 DAYS WRITTEN NOTICE TO THE INDEMNITOR & PRINCIPAL

- *Notice shall be sent certified mail to the last known address of both the indemnitor and the principal.
- *The notice advises of the intent to convert the collateral deposit into cash to satisfy the forfeiture.

CONVERSION INTO CASH

- *Agent must convert collateral to cash in a reasonable period of time.
- *The bail bond agent must return that which is in excess of the face value of the bond plus the actual and reasonable expenses of converting the collateral into cash. These expenses may not exceed 20% of the face value of the bond however the court may allow recovery of all reasonable costs over 20% upon motion and proof of these additional costs.

F.S. 648.571 also allows the bail bond agent to retain from the collateral an amount not to exceed 20% of the bond for actual expenses incurred in locating and arresting the defendant. If the expenses incurred in locating and arresting the defendant exceed 10% of the face amount of the bond, or if the

indemnitor disputes the validity of the costs, then a civil suit for damages on the part of the bond agent may be the only recourse available to attempt to collect these expenses.

The same statute also prohibits a bail bond agent from soliciting or accepting a waiver of any of the provisions of this section. In addition, various statutes provide that any person who violates this section is guilty of a felony of the third degree as provided under F.S. 648.442, s.77 5.082 or s.775.083.

NOTE: HOW TO HANDLE "UNRETURNABLE" BAIL BOND COLLATERAL

Bail bond agent's obligations in maintaining older files where they have not been able to return the collateral to the proper party. In many cases this is because the indemnitor moved without notifying the bail bond agent or agency or incarcerated.

The bail bond agent wants to destroy the old bail bond records to make room for the records of the new bonds being written. The law allows a bail bond agent to destroy the records related to the premium payment of a bail bond, three (3) years after the payment was made. However, collateral is not the property of the bail bond agent, agency or the insurer, so the records relating to the collateral must be maintained while the collateral is being held by the agent. No records concerning collateral maybe destroyed until the full amount of the collateral is returned to its rightful owner.

If all efforts to return the collateral have been unsuccessful the Division of Unclaimed Property, which may be the proper and legal way to consummate some of these types of situations. While relieving the bail bond agency from custody and liability, is a way to get the money back to the proper owner, or the proper owner's heirs.

The Division of Unclaimed Property may require the submitter to have tried to return the property for at least five (5) years before they submit the property to the State. Once that time has expired and the submitter is able to document their attempts to try to return the property, they can complete the forms required and send the property to the State. The exact requirements are found in the Reporting Instructions Manual on that Division's website. www.fltreasurehunt.org.

Florida Department of Financial Services

Division of Unclaimed Property

200 East Gaines Street

Tallahassee, Florida 32399-0358

EReporting@MyFloridaCFO.com

(850) 413-5522 (850) 413-3018

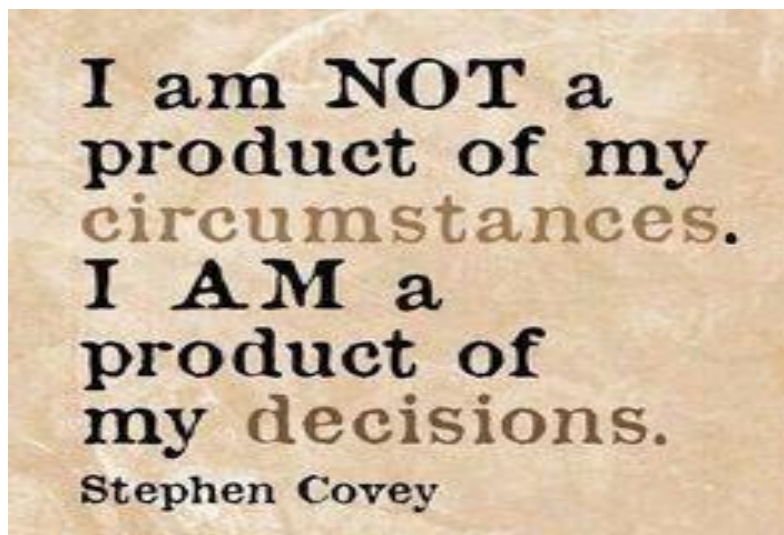
NOTES

Side Note: Students please give me a moment to discuss IRS form 8300, we are going to discuss federal law now.

PLEASE TURN TO PAGE 318. IN PDF 316

Describe how to record documents/documentary stamps with the court and name of indemnitor,

Discuss collateral risks and the required forms and conditions for accepting and handling collateral and issue for return of collateral,



CHAPTER 10.

THE REGULATION OF BAIL.

OBJECTIVES:.

After the student has completed this chapter, the student gains relevant and should be able to:.

- Explain violations of bail bond laws classified as misdemeanors.
- Discuss the impact of departmental discipline on a bail bond agent's license.
- Explain violations of bail bond laws classified as felonious.
- Explain the circumstances initiating a departmental investigation.
- Understand the impact of suspension, probation and revocation of licenses.

Chapter 903, Florida Statutes --- Bail.

Chapter 648, Florida Statutes --- Regulation of Limited Surety Agents.

Chapter 69B-221, Florida Administrative Code – Regulation of Limited Surety Agents.

Regulating Bondsmen.

Prohibited acts by bondsmen and possible consequences.

648.44 Prohibitions; penalty.

648.441 Furnishing supplies to unlicensed bail bond agent prohibited: civil liability and penalty.-

648.442 Collateral security.

648.45 Actions against licensee; suspension or revocation of eligibility to hold a license.

648.46 Procedure for disciplinary action against licensees.

648.48 Witnesses and evidence.

648.49 Duration of suspension or revocation.

648.50 Effect of suspension & Revocation.

648.51 Surrender of license.

648.52 Administrative fines.

648.53 Probation.

648.571 Failure to return collateral; penalty.

648.58 Injunctive proceedings.-

A. Criminal Charges and Violations.

1. Felony Violations.
2. Misdemeanor Violations.

B. Department Authority.

1. Department Discipline.
2. Initiating a Departmental Investigation.
3. Evidence Gathering.
4. Disciplinary Actions and Other Consequences.

Limited surety agent license are under the regulation of the Insurance Commissioner. Chapter 648, Florida Statutes provides authority for this regulation. The Insurance Commissioner's Administrative Rules and Chapter 903 of the Florida Statutes further augment and implement the laws. Some sections of the statutes are enforceable in the courts and may provide criminal penalties for violation.

DEPARTMENTAL DISCIPLINE

The department may discipline a licensee for a number of violations of the bail laws that are not necessarily crimes.

If the department investigates a bond agent and finds cause to believe he or she has committed a crime, the evidence will be turned over to the appropriate state attorney.

If a licensee is charged with a felony by the state's attorney, the state's attorney will notify the department and the department will always take action against the licensee.

If a licensee is charged with a misdemeanor violation of the bail laws, the department may take action. If the licensee is convicted of the offense, then departmental action will follow. Depending on the type of misdemeanor, related to bail laws or not, then the department may take the actions it deems appropriate against the licensee.

Note that references are to being CHARGED with any crime! From the time any criminal charge is made against the licensee, until the time the charges are dismissed or adjudicated, the licensee is subject to departmental action.

CRIMINAL CHARGES

648.45 Actions against a licensee; suspension or revocation of eligibility to hold a license.

(1) The department shall, upon receipt of an information or indictment, immediately temporarily suspend any license or appointment issued under this chapter when the licensee has been charged with a felony or a crime involving moral turpitude or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country. Such suspension shall continue if the licensee has been found guilty of, or has pleaded guilty or no contest to, the crime, whether or not a judgment or conviction has been entered, during a pending appeal. A person may not affect any additional bail bonds after suspension of his or her license or appointment. However, he or she may discharge any liability on bonds affected prior to such suspension.

- (2) The department shall deny, suspend, revoke, or refuse to renew any license or appointment issued under this chapter or the insurance code, and it shall suspend or revoke the eligibility of any person to hold a license or appointment under this chapter or the insurance code, for any violation of the laws of this state relating to bail or any violation of the insurance code or if the person:
- (a) Lacks one or more of the qualifications specified in this chapter for a license or appointment.
 - (b) Has made a material misstatement, misrepresentation, or fraud in obtaining a license or appointment, or in attempting to obtain a license or appointment.
 - (c) Has failed to pass any examination required under this chapter.
 - (d) Has willfully used, or intended the use of the license or appointment to circumvent any of the requirements or prohibitions of this chapter or the insurance code.
 - (e) Has demonstrated lack of fitness or trustworthiness to engage in the bail bond business.
 - (f) Has demonstrated lack of reasonably adequate knowledge and technical competence to engage in the transactions authorized by the license or appointment.
 - (g) Has engaged in fraudulent or dishonest practices in the conduct of business under the license or appointment.
 - (h) Is guilty of misappropriation, conversion, or unlawful withholding of moneys belonging to a surety, a principal, or others and received in the conduct of business under a license.
 - (i) Is guilty of rebating or offering to rebate, or unlawfully dividing or offering to divide, any commission, in the case of a limited surety agent, or premiums, in the case of a professional bail bond agent.
 - (j) Has willfully failed to comply with or willfully violated any proper order or rule of the department or willfully violated any provision of this chapter or the insurance code.
 - (k) Has been found guilty of, or has pleaded guilty or no contest to a felony, a crime involving moral turpitude, or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, whether or not a judgment or conviction has been entered.
 - (l) Has demonstrated lack of good faith in carrying out contractual obligations and agreements.
 - (m) Has failed to perform a contractual obligation or agreement with a managing general agent or insurer which results in an unrecovered loss due to non-payment of a forfeiture or judgment by the licensee.
 - (n) Has failed to return collateral.
 - (o) Has signed and filed a report or record in the capacity of an agent which the licensee knows to be false or misleading;

2. Has willfully failed to file a report or record required by state or federal law;

3. Has willfully impeded or obstructed such filing; or

4. Has induced another person to impede or obstruct such filing.

Such reports or records shall include only those that are signed in the capacity of a licensed agent.

(a) Has demonstrated a course of conduct or practices which indicate that the licensee is incompetent, negligent, or dishonest or that property or rights of clients cannot safely be entrusted to him or her.

(3) The department may deny, suspend, revoke, or refuse to renew any license or appointment issued under this chapter or the insurance code, or it may suspend or revoke the eligibility of any person to hold a license or appointment under this chapter or the insurance code, for any violation of the laws of this state relating to bail or any violation of the insurance code or for any of the following causes:

(a) A cause for which issuance of the license or appointment could have been refused had it then existed and been known to the department.

(b) Cheating on an examination required for licensure or violating test centre rules or examination procedures published orally or in writing at the test site by authorized representatives of the examination program administrator. Communication of test centre rules and examination procedures must be clearly established and documented.

(c) Violation of any law relating to the business of bail bond insurance or violation of any provision of the insurance code.

(d) Failure or refusal, upon demand, to pay over to any insurer the bail bond agent represents or has represented any money coming into his or her hands which money belongs to the insurer.

(e) Being found to be a source of injury or loss to the public or detrimental to the public interest or being found by the department to be no longer carrying on the bail bond business in good faith.

(f) Interfering or attempting to interfere with the administration of justice.

(4) Any licensee found to have violated s. 648.44(1) (b) , (d) , or (i) shall, at a minimum, be suspended for a period of 3 months. A greater penalty, including revocation, shall be imposed if there is a willful or repeated violation of s. 648.44(1) (b) (d) or (i) , or the licensee has committed other violations of this chapter.

(5) Grounds for revocation of the license or appointment exist when any licensee is adjudged bankrupt or insolvent.

(6) Suspension, revocation, and refusal to renew a license or appointment issued under this chapter is subject to the procedures provided in s. 648.46.

Prohibited acts by bondsmen and possible penalties

648.44 Prohibitions; penalty.

(1) A bail bond agent or temporary bail bond agent may not:

(a) Suggest or advise the employment of, or name for employment, any particular attorney to represent his or her principal.

(b) Directly or indirectly solicit business in or on the property or grounds of a jail, prison, or other place where prisoners are confined or in or on the property or grounds of any court. The term –solicitation includes the distribution of business cards, print advertising, or other written or oral information directed to prisoners or potential indemnitors, unless a request is initiated by the prisoner or a potential indemnitor. Permissible print advertising in the jail is strictly limited to a listing in a telephone directory and the posting of the bail bond agent’s or agency’s name, address, and telephone number in a designated location within the jail.

(c) Initiate in-person or telephone solicitation after 9:00 p.m. or before 8:00 a.m., in the case of domestic violence cases, at the residence of the detainee or the detainee’s family. Any solicitation not prohibited by this chapter must comply with the telephone solicitation requirements in ss.501.059(2) and (4) , 501.613, and 501.616(6) .

(d) Wear or display any identification other than the department issued or approved license or approved department identification, which includes a citation of the licensee’s arrest powers, in or on the property or grounds of a jail, prison, or other place where prisoners are confined or in or on the property or grounds of any court.

(e) Pay a fee or rebate or give or promise anything of value to a jailer, police officer, peace officer, or committing trial court judge or any other person who has power to arrest or to hold in custody or to any public official or public employee in order to secure a settlement, compromise, remission, or reduction of the amount of any bail bond or estreatment thereof.

(f) Pay a fee or rebate or give anything of value to an attorney in a bail bond matter, except in defense of any action on a bond.

(g) Pay a fee or rebate or give or promise anything of value to the principal or anyone in his or her behalf.

- (h) Participate in the capacity of an attorney at a trial or hearing of one on whose bond he or she is surety.
 - (i) Loiter in or about a jail, courthouse, or where prisoners are confined.
 - (j) Accept anything of value from a principal for providing a bail bond except the premium and transfer fee authorized by the office, except that the bail bond agent may accept collateral security or other indemnity from the principal or another person in accordance with the provisions of s.648.442, together with documentary stamp taxes, if applicable. No fees, expenses, or charges of any kind shall be permitted to be deducted from the collateral held or any return premium due, except as authorized by this chapter or rule of the department or commission. A bail bond agent may, upon written agreement with another party, receive a fee or compensation for returning to custody an individual who has fled the jurisdiction of the court or caused the forfeiture of a bond.
 - (k) Write more than one power of attorney per charge on a bond, except in the case of a co-surety, unless the power of attorney prohibits a co-surety.
 - (l) Execute a bond in this state on his or her own behalf.
 - (m) Execute a bond in this state if a judgment has been entered on a bond executed by the bail bond agent, which has remained unpaid for 35 days, unless the full amount of the judgment is deposited with the clerk in accordance with s. 903.27(5) .
 - (n) Make a statement or representation to a court, unless such statement or representation is under oath. Such statement or representation may not be false, misleading, or deceptive.
 - (o) Attempt to collect, through threat or coercion, amounts due for the payment of any indebtedness related to the issuance of a bail bond in violation of s. 559.72.
 - (p) Conduct bail bond business with any person, other than the defendant, on the grounds of the jail or courthouse for the purpose of executing a bond.
- (2) The following persons or classes shall not be bail bond agents, temporary bail bond agents, or employees of a bail bond agent or a bail bond business and shall not directly or indirectly receive any benefits from the execution of any bail bond:
- (a) Jailers or persons employed in any jail.
 - (b) Police officers or employees of any police department or law enforcement agency.
 - (c) Committing trial court judges, employees of a court, or employees of the clerk of any court.
 - (d) Sheriffs and deputy sheriffs or employees of any sheriff's department.
 - (e) Attorneys.
 - (f) Persons having the power to arrest or persons who have authority over or control of federal, state, county, or municipal prisoners.

- (3) A bail bond agent may not sign or countersign in blank any bond, give a power of attorney to, or otherwise authorize, anyone to countersign his or her name to bonds unless the person so authorized is a licensed and appointed bail bond agent directly employed by the bail bond agent giving such power of attorney.
- (4) A place of business, including a branch office, may not be established, opened, or maintained unless it is under the active full-time charge of a licensed and appointed bail bond agent.
- (5) Except as between licensed and appointed bail bond agents, a bail bond agent may not divide with others, or share in, any commissions payable on account of any bail bond.
- (6) (a) No bail bond agency shall advertise as or hold itself out to be a bail bond or surety company.
- (b) Any misleading or false advertisement or deceptive trade practice is prohibited as provided in part IX of chapter 626.
- (c) The advertisement of reduced premium rates is prohibited.
- (d) After October 1, 2002, a bail bond agency may not use a name that implies a reduced rate of premium.
- (e) 1. A bail bond agent may not make material misrepresentations or omissions in statements or use advertisements that constitute material misrepresentations of facts, create unjust expectations concerning services, or make improper comparisons.
2. Bail bond agents may not own or advertise under firm names that are false, misleading, or deceptive, or use trade names that imply a connection with any government agency.
3. A bail bond agent may not use any advertisement or advertise under any name that includes the word -free .
4. A bail bond agent may not advertise under a trade name unless the name and address appear on the agent's letterhead or business cards. Such name must be registered with the department.
- (7) Any permissible advertising by a bail bond agent or agency must include the address of record filed with the department.
- (8) (a) A person who has been convicted of or who has pleaded guilty or no contest to a felony or a crime involving moral turpitude or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, regardless of whether adjudication of guilt was withheld, may not act in any capacity for a bail bond agency or participate as a director, officer, manager, agent, contractor, or employee of any bail bond agency or office thereof or exercise direct or indirect control in any manner in such agency or office or own shares in any closely held corporation which has any interest in any bail bond business. Such restrictions on engaging in the bail bond business shall continue to apply during a pending appeal.
- (b) Any person who violates the provisions of paragraph (a) or any person who knowingly permits a person who has been convicted of or who has pleaded guilty or no contest to a crime as described in

paragraph (a) to engage in the bail bond business as prohibited in paragraph (a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) Any law enforcement agency, state attorney's office, court clerk, or insurer that is aware that a bail bond agent or temporary bail bond agent has been convicted of or who has pleaded guilty or no contest to a crime as described in paragraph (a) shall notify the department of this fact.

(d) Upon the filing of an information or indictment against a bail bond agent or temporary bail bond agent, the state attorney or clerk of the circuit court shall immediately furnish the department a certified copy of the information or indictment.

(9) (a) Any person who violates any provisions of paragraph (1) (e) , paragraph (1) (f) , paragraph

(1) (g) , paragraph (1) (j) , or paragraph (1) (n) , or subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) Any person who violates the provisions of paragraph (1) (a) , paragraph (1) (b) , paragraph (1) (c) , paragraph (1) (h) , paragraph (1) (k) , paragraph (1) (m) , paragraph (1) (o) , paragraph (1) (p) , subsection

(3) , subsection (4) , or subsection (5) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

F.S. 648.442 and 648.571 state it is a felony to violate any of the laws regarding collateral. FELONY

VIOLATIONS SPECIFIED IN STATUE

An agent may be charged with felony theft (embezzlement) for failure pay funds belonging to his insurer.

648.442 Collateral security.

(1) Collateral security or other indemnity accepted by a bail bond agent, except a promissory note or an indemnity agreement, shall be returned upon final termination of liability on the bond. Such collateral security or other indemnity required by the bail bond agent must be reasonable in relation to the amount of the bond. Collateral security may not be used by the bail bond agent for personal benefit or gain and must be returned in the same condition as received. A bail bond agent may accept collateral security in excess of \$50,000 cash per bond, provided any amount over \$50,000 cash is payable to the insurer in the form of a cashier's check, United States postal money order, certificates of deposit, or wire transfer and is remitted to and held by the insurer. A copy of IRS Form 8300 must be retained as part of the defendant's file if it is otherwise required. A quitclaim deed for property may not be taken as collateral. Other acceptable forms of security or indemnity may consist of the following:

(a) A promissory note;

(b) An indemnity agreement;

(c) A real property mortgage in the name of the insurer; (d) Any Uniform Commercial Code filing;

or

(e) Any other type of security approved by the department. The department may approve other security only if, after considering the liquidity and other characteristics of the security, it determines that the security is of a type which increases the probability that the defendant will in fact appear in court or increases the probability that the defendant will be subsequently apprehended by the bail bond agent.

(2) When a bail bond agent accepts collateral, a written, numbered receipt shall be given, and this receipt shall give in detail a full account of the collateral received. The bail bond agent shall also give copies of documents rendered under subsection (1) to the indemnitor.

(3) Collateral security shall be received and held in the insurer's name by the bail bond agent in a fiduciary capacity and, prior to any forfeiture of bail, shall be kept separate and apart from any other funds or assets of such bail bond agent. When collateral security in excess of \$5,000 cash or its equivalent is received by a bail bond agent, the entire amount shall be immediately forwarded to the insurer. Such collateral security may be placed in an interest-bearing account to accrue to the benefit of the person giving the collateral security, and the bail bond agent, insurer, or managing general agent may not make any pecuniary gain on the collateral security deposited. Any such account shall be in a depository office of a financial institution located in this state.

The insurer shall be liable for all collateral received. If the bail bond agent or managing general agent fails to return the collateral to the indemnitor upon final termination of liability on the bond, the surety shall be liable for the collateral and shall return the actual collateral to the indemnitor or, in the event that the surety cannot locate the collateral, the surety shall pay the indemnitor pursuant to the provisions of this section.

(4) When the obligation of the surety on the bond or bonds has been released in writing by the court, the collateral shall be returned to the rightful owner named in the collateral receipt unless another disposition is provided for by legal assignment of the right to receive the collateral to another person.

(5) If a forfeiture occurs, the agent or insurer shall give 10 days' written notice of intent to convert the collateral deposit into cash to satisfy the forfeiture to the indemnitor and principal. Notice shall be sent by certified mail to the last known address of the indemnitor and principal.

(6) The bail bond agent or insurer must convert the collateral to cash within a reasonable period of time and return that which is in excess of the face value of the bond minus the actual and reasonable expenses of converting the collateral to cash. In no event shall these expenses exceed 20 percent of the face value of the bond. However, upon motion and proof that the actual, reasonable expenses exceed 20 percent, the court may allow recovery of the full amount of such actual, reasonable expenses. If there is a remission of a forfeiture, which had required the surety to pay the bond to the court, the surety shall pay to the indemnitor the value of any collateral received for the bond, minus any actual expenses and costs permitted herein.

(7) No bail bond agent or insurer shall solicit or accept a waiver of any of the provisions of this section or enter into any agreement as to the value of the collateral.

(8) Prior to the appointment of a bail bond agent who is currently or was previously appointed by another insurer, the bail bond agent must file with the department a sworn and notarized affidavit, on a form prescribed by the department, stating that:

(a) There has been no loss, misappropriation, conversion, or theft of any collateral being held by the agent in trust for any insurer by which the agent is currently or was previously appointed; and

(b) All collateral being held in trust by the agent and all records for any insurer by which the agent is currently or was previously appointed are available for immediate audit and inspection by the department, the insurer, or the managing general agent, and will upon demand of the department or insurer be transmitted to the insurer for whom the collateral is being held in trust.

(9) The department shall establish by rule the form of the affidavit and the statement identifying the amount and source of the security as specified in s. 903.14.

(10) An indemnity agreement may not be entered into between a principal and either a surety or any agent of the surety, and an application may not be accepted either by a bail bond agent engaged in the bail bond business or by a surety company for a bail bond in which an indemnity agreement is required between a principal and either a surety or any agent of such surety, unless the indemnity agreement reads as follows: -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 Financial Services.

(11) Any person who violates this section is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

648.571 Failure to return collateral; penalty.

(1) A bail bond agent who has taken collateral or an insurer or managing general agent who holds collateral as security for a bail bond shall, upon demand make a written request for a discharge of the bond to be delivered to the surety or the surety's agent. A copy of the written request for discharge must be given to the indemnitor or the person making the request for the collateral, and a copy must be maintained in the agent's file. If a discharge is provided to the surety or the surety's agent pursuant to chapter 903, the collateral shall be returned to the indemnitor within 21 days after the discharge is provided.

(2) Upon demand, following the written request for discharge and upon diligent inquiry by the surety or surety's agent to determine whether the bond has been discharged, the failure of the court to provide a written discharge to the surety or surety's agent pursuant to chapter 903 within 7 days automatically cancels the bond, and the collateral shall be returned to the indemnitor within 21 days after the written request for discharge.

(3)(a) Fees or charges other than those provided in this chapter or by rule of the department or commission may not be deducted from the collateral due.

(b) 1. The bail bond agent may charge the credit card fee imposed in connection with the use of the credit card for payment of collateral if the fee is clearly shown on the collateral receipt and is acknowledged by the person tendering the credit card.

2. The prevailing schedule of credit card fees must be conspicuously posted in the lobby of the bail bond agency, and a copy must be provided to the person tendering the credit card.

(c) Allowable expenses incurred in apprehending a defendant because of a bond forfeiture or judgment under s. 903.29 may be deducted if such expenses are accounted for. The failure to return collateral under these terms is punishable as follows:

1. If the collateral is of a value less than \$100, as provided in s. 775.082(4) (a) .
2. If the collateral is of a value of \$100 or more, as provided in s. 775.082(3) (d) .
3. If the collateral is of a value of \$1,500 or more, as provided in s. 775.082(3) (c) .
4. If the collateral is of a value of \$10,000 or more, as provided in s. 775.082(3) (b) .

(4) In addition to the criminal penalties and any other penalties provided in this chapter, the department shall impose against any person violating this section an administrative fine of five times the dollar amount of the collateral.

648.365 Statistical reporting requirements; penalty for failure to comply

(1) Each insurer and each bail bond agent who writes bail bonds in this state shall maintain and transmit the following information, based on their Florida bail bond business, to the department when requested and shall report the information separately for each company represented but only insurers shall report the information specified.

Notes- It is a misdemeanor to fail to provide statistical reports when requested by the Department.

Previously, this statute mandated that semi-annual statistical reports be sent to the department every six-months.

648.441 Furnishing supplies to unlicensed bail bond agent prohibited; civil liability and penalty.

(1) An insurer, managing general agent, bail bond agent, or temporary bail bond agent appointed under this chapter may not furnish to any person any blank forms, applications, stationery, business card, or other supplies to be used in soliciting, negotiating, or effecting bail bonds until such person has received from the department a license to act as a bail bond agent and is appointed by the insurer. This section does not prohibit an unlicensed employee, under the direct supervision and control of a licensed and appointed bail bond agent, from possessing or executing in the bail bond agency, any forms, except for powers of attorney, bond forms, and collateral receipts, while acting within the scope of his or her employment.

(2) Any insurer, licensee, or appointee who furnishes to any bail bond agent or other person not named or appointed by the insurer represented any of the supplies mentioned in subsection (1) and accepts any bail bond business from or writes any bail bond business for such bail bond agent, person, or agency is subject to civil liability to any insured of such insurer or indemnitor to the same extent and in the same manner as if such bail bond agent or other person had been appointed or authorized by the insurer, managing general agent, or bail bond agent to act in its or his or her behalf by the department.

(3) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, except that the violator is subject to a fine not to exceed \$5,000 in addition to, or in lieu of, any term of imprisonment.

NOTE: The exception above for unlicensed employees applies only inside the bail bond agency. This means that employees may not perform these functions away from the office.

GROUNDINGS FOR DEPARTMENTAL DISCIPLINE

The department shall deny, suspend, revoke or refuse to renew any license for any violation of the laws of this state relating to bail or for any of the following causes:

- *Lack of one or more qualifications for license;
- *Material misstatement, misrepresentation or fraud in obtaining the license;
- *Failure to pass any examination required under this chapter;
- *Willful use of the license to circumvent any of the requirements or prohibitions of this chapter or the insurance code;
- *Demonstrated lack of fitness or trustworthiness to engage in the bail business;
- *Demonstrated lack of adequate knowledge and technical competence to engage in the transactions authorized by the license;
- *Fraudulent or dishonest business practices;
- * Misappropriation, conversion or unlawful withholding of moneys belonging to a surety, a principal or others;
- *Rebating or offering to rebate or unlawfully divide commissions or premiums;
- * Willful failure to comply with or willful violation of any order of the department;
- *Having been found guilty of or having pleaded guilty or no contest to a felony or a crime of moral turpitude under the laws of any state, territory or country;
- *Demonstrated lack of good faith in carrying out contractual obligations;
- *Failure to fulfill contractual obligations with a managing general agent or insurer
- *Failing to return collateral.



TYPES OF DEPARTMENTAL ACTION AGAINST LICENSEES

648.46 Procedure for disciplinary action against licensees.

- (1) The department shall investigate the actions of a licensee when it receives a written complaint containing allegations of fact that, if true, show that a violation of this chapter, or a rule adopted pursuant thereto, has occurred. The department shall also investigate a licensee if the department is made aware that a possible violation of this chapter, or a rule adopted pursuant thereto, has occurred. If the department determines that a violation of this chapter or a violation of a rule adopted pursuant to this chapter has occurred, the department may file a formal complaint against the licensee and prosecute under chapter 120.
- (2) Any proceeding for the purpose of summary suspension of a license pursuant to s. 120.60(6) shall be conducted by the department, which shall issue the final summary order.
- (3) The complaint and all information obtained pursuant to the investigation of the department are confidential and exempt from the provisions of s. 119.07(1) until such investigation is completed or ceases to be active. For the purpose of this section, an investigation is considered —active while the investigation is being conducted by the department with a reasonable, good faith belief that it may lead to the filing of administrative, civil, or criminal proceedings. An investigation does not cease to be active if the department is proceeding with reasonable dispatch and there is good faith belief that action may be initiated by the department or other administrative or law enforcement agency.

EVIDENCE GATHERING

False testimony of a witness constitutes perjury.

648.48 Witnesses and evidence.

- (1) With respect to the subject of any examination or investigation being conducted by the department, the agent or examiner appointed by the department may administer oaths, examine and cross-examine

witnesses, and receive oral and documentary evidence and shall have the power to subpoena witnesses and compel their attendance and testimony and require by subpoena the production of documents or other evidence which is deemed relevant to the inquiry.

(2) If any person refuses to comply with any such subpoena or to testify as to any matter concerning which he or she may be lawfully interrogated, the Circuit Court for Leon County or of the county wherein such examination or investigation is being conducted, or of the county wherein such person resides, on the application of the department may issue an order requiring such person to comply with the subpoena and to testify; and any failure to obey such an order of the court may be punished by the court as a contempt thereof.

(3) Subpoenas shall be served and proof of such service made in the same manner as if issued by a circuit court. Witness fees and mileage, if claimed shall be allowed the same as for testimony in a circuit court.

(4) Any person willfully testifying falsely under oath as to any matter material to any such examination, investigation, or hearing shall upon conviction thereof be guilty of perjury and shall be punished accordingly.

(5) If any person asks to be excused from attending or testifying or from producing any documents or other evidence in connection with any examination, hearing, or investigation being conducted by the department or its examiner on the ground that the testimony or evidence required of him or her may tend to incriminate him or her or subject him or her to a penalty or forfeiture and shall notwithstanding be directed to give such testimony or produce such evidence, he or she must, if so directed by the department and the Department of Legal Affairs, nonetheless comply with such direction, but he or she shall not thereafter be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he or she may have so testified or produced evidence; and no testimony so given or evidence produced shall be received against him or her upon any criminal action, investigation, or proceeding. However, no person so testifying shall be exempt from prosecution or punishment for any perjury committed by him or her in such testimony, and the testimony or evidence so given or produced shall be admissible against him or her upon any criminal action, investigation, or proceeding concerning such perjury; nor shall he or she be exempt from the refusal, suspension, or revocation of any license, permission, or authority conferred, or to be conferred, pursuant to this chapter.

(6) Any such individual may execute, acknowledge, and file in the office of the department a statement expressly waiving such immunity or privilege in respect to any transaction, matter, or thing specified in such statement; and thereupon the testimony of such individual or such evidence in relation to such transaction, matter, or thing may be received or produced before any judge or justice, court, tribunal, grand jury, or otherwise; and, if so received or produced, such individual shall not be entitled to any immunity or privileges on account of any testimony he or she may so give or evidence so produced.

(7) Any person who refuses or fails, without lawful cause, to testify relative to the affairs of any person when subpoenaed and requested by the department to so testify commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

DISCIPLINARY ACTIONS

Based upon the evidence and testimony, the licensee may be found to be guilty or not guilty by the department. If guilty, and if the violations come under the purview of the criminal statutes, then the department will turn its findings over to the state attorney in the jurisdiction where the violation(s) occurred

DISCIPLINARY ACTIONS MAY BE IMPOSED IN ANY COMBINATION OF THE FOLLOWING:

648.52 Administrative fine.

(1) If, pursuant to the procedure described in s. 648.46, the department finds that one or more causes exist for the suspension of, revocation of, or refusal to renew or continue any license or appointment issued under this chapter, the department may, in its discretion, in lieu of or in addition to such suspension, revocation, or refusal, and except on a second offense, impose upon the licensee an administrative penalty in an amount up to \$5,000 or, if the department has found willful misconduct or willful violation on the part of the licensee, \$20,000. The administrative penalty may, in the discretion of the department, be increased by an amount equal to any commissions or other pecuniary benefits received by or accruing to the credit of the licensee in connection with any transaction related to the grounds for suspension, revocation, or refusal.

(2) The department may allow the licensee a reasonable period, not to exceed 30 days, within which to pay to the department the amount of the penalty so imposed. If the licensee fails to pay the penalty in its entirety to the department within the period so allowed, the licenses or appointments of the licensee shall

stand suspended, revoked, or renewal or continuation refused, as the case may be, upon expiration of such period.

SUSPENSION

648.49 Duration of suspension or revocation.

(1) The department shall, in its order suspending a license or appointment or the eligibility to hold a license or appointment, specify the period during which the suspension is to be in effect, but such period may not exceed 2 years. The license or appointment and eligibility to hold a license or appointment shall remain suspended during the period so specified, subject, however, to any rescission or modification of the order by the department, or modification or reversal thereof by the court, prior to expiration of the suspension period. A license or appointment which has been suspended may not be reinstated, nor shall the eligibility to hold such license or appointment be reinstated, except upon request for such reinstatement, but the department may not grant such reinstatement if it finds that the circumstances for which the license or appointment was suspended still exist or are likely to recur. In each case involving suspension, the department has the discretion to require the former licensee to successfully complete a basic certification course in the criminal justice system, consisting of not less than 80 hours approved by the department.

(2) Any individual who is licensed under any license which has been revoked or who has had his or her eligibility to hold a license revoked by the department may not apply for another license under this chapter.

(3) During the period of suspension, or after revocation of the license, the former licensee may not engage in or attempt to profess to engage in any transaction or business for which a license or appointment is required under this chapter. Any person who violates this subsection commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(4) Upon the termination for cause, surrender, suspension pursuant to s. 648.45(2) , or revocation of a bail bond agents license, the appointing insurer or managing general agent shall immediately designate a licensed and appointed bail bond agent to administer all bail bonds previously written by the licensee.

PROBATION

648.53 Probation.—

(1) If, pursuant to the procedure described in s. 648.46, the department finds that one or more causes exist for a fine, or for the suspension of, revocation of, or refusal to renew or continue any license or appointment issued under this chapter, the department may, in lieu of or in addition to such suspension, revocation, or refusal or in connection with any administrative monetary penalty imposed under s. 648.52, place the offending licensee on probation for a period, not to exceed 2 years, as specified by the department in its order.

(2) As a condition to such probation or in connection therewith, the department may specify in its order reasonable terms and conditions to be fulfilled by the probationer during the probation period. If during the probation period the department has good cause to believe that the probationer has violated such terms and conditions or any of them, it shall forthwith suspend revoke, or refuse to renew or continue the license or appointment of the probationer, as upon the original causes referred to in subsection (1) .

REVOCAION SURRENDER OF LICENSE

648.51 Surrender of license.

(1) Though issued to a licensee, all licenses issued under this chapter are at all times the property of the state, and upon notice of any suspension, revocation, refusal to renew, failure to renew, expiration, or other termination of the license, such license shall no longer be in force and effect. (2) This section shall not be deemed to require the surrender to the department of any license unless such surrender has been requested by the department.

NOTE: The continuing education requirements continue until the licensee surrenders his or her license, and failure to meet these can potentially result in fines or other disciplinary action(s)

EFFECT OF DEPARTMENTAL ACTIONS ON OTHER LICENSES

648.50 Effect of suspension, revocation upon associated licenses and licensees.

(1) Upon the suspension, revocation, or refusal to renew or continue any license or appointment or the eligibility to hold a license or appointment of a bail bond agent or temporary bail bond agent, the department shall at the same time likewise suspend or revoke all other licenses or appointments and the

eligibility to hold any other such licenses or appointments which may be held by the licensee under the Florida Insurance Code.

(2) In case of the suspension or revocation of the license or appointment, or the eligibility to hold a license or appointment, of any bail bond agent, the license, appointment, or eligibility of any and all bail bond agents who are members of a bail bond agency, whether incorporated or unincorporated, and any and all temporary bail bond agents employed by such bail bond agency, who knowingly are parties to the act which formed the ground for the suspension or revocation may likewise be suspended or revoked.

(3) No person whose license as a bail bond agent or temporary bail bond agent has been revoked or suspended shall be employed by any bail bond agent, have any ownership interest in any business involving bail bonds, or have any financial interest of any type in any bail bond business during the period of revocation or suspension.

648.58 Injunctive proceedings. In addition to the penalties and other enforcement provisions of this chapter, if any person violates this chapter or any rule adopted pursuant to this chapter, the department may initiate a proceeding for injunction in the circuit court of the county where such person resides or has his or her principal place of business, and may apply for such temporary and permanent orders as the department deems necessary to restrain such person from committing such violation.

Recent violations & Enforcement Actions of Florida licensed insurance Professionals

Case : A bail bondsman after an agency investigation revealed that allegedly engaged in illegal activity by acting as a bail bondsman without an active license. In addition to being charged with unlicensed activity, charges of false imprisonment and aggravated assault have also been filed against him.

After his temporary bail bond agent license expired, the agent continued soliciting agents to locate and detain their skips, or individuals who have violated their bond conditions, for a portion of bond premium. While engaged in these activities, the agent carried a gun and used unlawful force to gain access to the homes of individuals who had violated their bond agreement, their relatives, and employers in an effort to detain skips. After detaining subjects, he would post photographs of their capture on social media sites and caption the photographs with inappropriate commentary.

In addition to the agent arrest, two area bail bond agents, were also arrested on similar charges for knowingly contracting the services of an unlicensed agent.

Disposition: The "bounty hunter" was arrested for kidnapping with a deadly weapon, aggravated assault with a deadly weapon and unlicensed bail bond activity and entered a guilty plea to aggravated assault with a deadly weapon and unlicensed bail bond activity. He was adjudicated guilty and sentenced to three years in prison.

Case: Investigators were notified that a Bail Bond agent was terminated by a surety company for failing to remit premiums collected on issued bail bonds. Because he was terminated by the surety company, he sought appointments with other companies; however, in his appointment documents for those companies, he failed to disclose he owed premium to the surety company that terminated him, and in fact, signed the -Oath Statement making multiple material misrepresentations in an effort to obtain appointments. The bail bond agent ultimately remitted the outstanding premiums to the surety company.

Disposition: Fined \$3,000, one year probation

Case: A case was opened when a complaint was received from an indemnitor who surrendered a principal but did not receive a timely return of collateral. During the course of the investigation it was determined the bail bond agent had also recommended a particular attorney to the indemnitor, failed to provide a surrender form to the defendant, and did not notify the Department of a change in her demographic information within 10 business days as required.

Disposition: Fined \$3,000 and required to complete five hours of Continuing Education in Law and Ethics. The bail bond agent was suspended two months later for 60 days for failing to pay the \$3,000 fine.

Case: This case was opened by investigators when the Department received notice from a clerk of county courts of a Final Judgment issued against a bail bond agent. He had failed to resolve the judgment within 35 days as required, but continued to issue new bonds. Investigators audited the agent's records and determined he executed 49 bail bonds while the judgment was outstanding.

Disposition: Fined \$2,000.

Case: Information received from a jail alleged a bail bond agent moved his agency but did not submit the new address information to the department within 10 days as required.

Department investigators attempted to conduct an inspection of the bail bond agency's records on seven occasions on different days and times. The agency was closed when investigators visited the agency and a note was posted on the door directing visitors to call a phone number for assistance. Eventually, the bail bond agent was reached and an inspection was performed.

Review of the bail bond agency files revealed the bail bond agent was charging an unlawful fee, in addition to the premium, to travel to a jail outside of his resident county to post a bond. The bail bond agent also failed to include the agency's complete address on his advertisements and failed to submit a new Designation of Primary Bail Bond Agent form to the department.

Disposition: Fined \$5,000 and placed on probation for one year.

Case: An investigation was opened after a title insurance company notified the Department a title agent's appointment was terminated for disbursing funds from the agency's escrow account for unauthorized purposes. Additional complaints were received from real estate agents and consumers alleging the agent failed to disburse funds due after closings to sellers, insurers, and other parties.

Department investigators conducted an inspection of the title agency. A review of transaction files determined the title agent failed to disburse funds owed to a seller after their closing and issued checks to banks and a private mortgagee on another closing that were returned for insufficient funds. The title agent also failed to disburse funds to property insurers for homeowners insurance premiums; failed to pay vendors for services provided, including electronic filings, appraisals, and surveys, and failed to record warranty deeds. At least one customer's escrow deposit was not refunded by the agent/agency after a property purchase was cancelled. The agency's bank records indicated escrow funds were transferred to the operating account of the agency and converted for the title agent's personal use.

Disposition: The title agent and title agency licenses were administratively surrendered with the full force of revocation.

Case: An investigation into the activities of a bail bond agent was initiated after a surety company alleged the agent failed to remit more than \$12,000 in premiums for unreported bail bonds and forfeited a \$10,000 bond. The agent secured another appointment with a different surety company and swore under oath she owed no premium to any other surety company.

During the investigation, investigators found the agent closed her agency location without notifying the Department and was conducting business from her home. The residence did not display any type of sign as required to designate the agency's existence and allow consumers to locate it. Investigators determined the agent had no business bank account, was transacting business in cash only and was using money orders to forward the premium funds to the surety company.

Disposition: License revoked.

Case: The Department received a complaint from a managing general agent who reported a bail bond agent refused to pay premiums on executed bonds. The managing general agent provided a list of premiums owed for the transaction.

Investigators met with subject at their office to investigate the transactions in question and review their business practices. Review of the files selected indicated all were incomplete for one reason or another. The bail bond agent was asked to come to the Bureau's field with the documents needed to complete the files. The bail bond agent did not cooperate and no additional documents were provided to investigators.

During the course of the investigation evidence of other violations were noted. Investigator's findings resulted in the subject being charged with failing to designate a primary bail bond agent, executing bail bonds without a designated primary bail bond agent, failure to forward premiums to a surety company and to make payments to the required build-up fund, and failure to maintain a record of all bail bonds executed.

Disposition: License revoked and the agent was arrested for theft (embezzlement). He was adjudicated guilty and sentenced to three years in prison.

Department of Financial Services Communication

The Department of Financial Services uses various channels to communicate with licensees, including the following:

My Profile

"MyProfile" is your interface with the Florida Department of Financial Services' Division of Agent and Agency Services. Your account is tailored to you. It's your licensing and compliance, at your convenience.

Website

The website for insurance agent information is located at <http://www.myfloridacfo.com/> and contains information and help for industry professionals and organizations regulated, managed, or licensed by the Department of Financial Services.

A weekly newsletter,

"Dollars and Sense", is available via e-mail and will keep you up-to-date on the latest news affecting the citizens of Florida. The "Florida's Bottom Line" quarterly newsletter provides information on the status of Florida's financial health and future economic outlook. The home page of the web site has a link to register for these publications.

Insurance Insight

Insurance Insight is a monthly newsletter that is distributed via e-mail by the Division of Agent and Agency Services. The current and prior editions of the newsletter can be accessed at

<https://www.myfloridacfo.com/Division/Agents/Newsletter/>

Unauthorized Entities

Representing unauthorized entities is prohibited under Florida §626.901. Unauthorized entities engaging in insurance are a serious and growing problem in Florida and agents representing unauthorized entities place themselves and their clients at risk. The statutes provide for penalties for agents representing or aiding an unauthorized insurer and there are agent requirements to perform due diligence.

CHAPTER 11.

INTRODUCTION TO SKIP TRACING / THE HUNTING OF FUGITIVES AKA FUGITIVE INVESTIGATIONS.

Chapter 11 is for informational purposes only. OBJECTIVES:.

After you have completed this chapter, you should be able to:

- *Define -Skip Tracing Fugitive Investigations.
- * Discuss the three difficulty levels of a -Skip.
- *Identify the four signs of a -Skip.
- *Know the -Secret of Skip Tracing.
- * Discuss a bail bond agent's rights to locate, apprehend and surrender a skip.
- *Discuss the criminal liabilities involved in arresting a fugitive.
- *Explain the civil liabilities involved in arresting a fugitive.
- *Discuss the ramifications of a civil lawsuit upon a bond agent and surety.
- *Understand the increased risks of using weapons in the bail bond business.
 - *Arrest defendant(s) in another state

-There is no hunting like the hunting of man, and those who have hunted armed men long enough and liked it, never care for anything else thereafter. Ernest Hemingway.

WHAT IS A SKIP or FUGITIVE?.

A -skip is an individual (subject) who is running or hiding, or both, from a bail bond company to avoid legal consequences of an alleged crime, a subject who is delinquent in payments on an item or a piece of secured property. One who cannot be located by conventional phone or mail contacts, whose collateral cannot be located, or who has moved with no forwarding address or location information. A fugitive is a person who is fleeing from a court appearance. A fugitive from justice, also known as a wanted person, can be a person who is either convicted or accused of a crime and hiding from law enforcement in the state or taking refuge in a different country in order to avoid arrest.

WHO TRACKS DOWN FUGITIVES?.

U.S. Marshals Service is the primary law enforcement agency that tracks down federal fugitives.

Federal Bureau of Investigation (FBI) No longer tracks fugitives.

Interpol is the international authority for the pursuit of trans-border fugitives.

*Red Notice -- To seek the location and arrest of wanted persons with a view to extradition or similar lawful action.

Europol is the European authority for the pursuit of fugitives who are on the run within Europe, and coordinates their search, while national authorities in the probable country of their stay coordinate their arrest.

In many jurisdictions, a fugitive who flees custody while a trial is underway loses the right to appeal any convictions or sentences imposed on him, since the act of fleeing is deemed to flout the court's authority. Recently, convicted rapist Andrew Luster had his appeals denied on the basis that he spent six months as a fugitive

LOCAL AND STATE LAW ENFORCEMENT WARRANTS DIVISION/DEPARTMENT.

The Warrants Division is responsible for serving felony warrants issued by the local criminal justice system and all jurisdictions nationwide. The Division / Office can be comprised of the Felony Apprehension Unit, the Extradition Unit, the Career Criminal Section.

The primary responsibilities are to locate and apprehend individuals with outstanding felony warrants. Additional duties may include the service of writs of bodily attachment, ex-parte orders, juvenile pick-up orders, grand jury indictments, and penal warrants. Members can also assist in returning wanted subjects from other jurisdictions to Counties for judicial proceedings. The Unit may target fugitives wanted for federal and state warrants, as well as high impact violent crimes including, but not limited to, homicide, felonious assaults, robbery, rape, sexual exploitation of children and drug related offenses.

The Extradition Unit tracks and coordinates the arrest and return of felony subjects from around the world who are wanted in the County.

Uniform Criminal Extradition Act

An extradition is surrendering the custody of an accused from one state or country to another state or country to place the accused on trial or punishment. In deciding extradition matters, an asylum state must comply with:

The Extradition Clause

The Federal Statute [iii]; and

The Uniform Criminal Extradition Act (UCEA). The federal constitutional and statutory provisions control the extradition process. All the states must follow the guidelines in the U.S. constitution and the federal statute. Further, extradition guidelines are usually found in the UCEA, which has been adopted in many states. Moreover, the extradition clause in the statute has been implemented in states through the federal statute and the UCEA.

UFAP. (Unlawful Flight to Avoid Prosecution).

travels in interstate or foreign commerce with intent either (1) to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which he flees, for a crime, or an attempt to commit a crime, punishable by death or which is a felony under the laws of the place from ...18 U.S. Code § 1073 - Flight to avoid prosecution or giving testimony, the primary purpose of the Fugitive Felon Act is to permit the Federal government to assist in the location and apprehension of fugitives from state justice.

WHAT IS SKIP TRACING?.

SKIP TRACING is following the trail of, tracking down, searching for and/or uncovering the location of a person or item that disappeared, fled -tracking down a fugitive (person that failed to appear in court).

WHAT IS A BOUNTY HUNTER?.

A bounty hunter is a private agent working for bail bonds who captures fugitives or criminals for a commission or bounty. Also known as bail enforcement agent, or fugitive recovery agent, has traditionally operated outside the legal constraints that govern police officers and other agents of the state or federal government. This is because a bail agreement between a defendant and a bail bonds agent (Surety) is essentially a civil contract that is incumbent upon the bond agent to enforce. As a result, bounty hunters hired by a bail bond agent enjoy significant legal privileges, such as forcibly entering a defendant's home without probable cause or a search warrant; however, since they are not police officers, bounty hunters are legally exposed to liabilities that normally exempt agents of the state—as these immunities enable police to perform their designated functions effectively without fear—and everyday citizens approached by a bounty hunter are neither required to answer their questions nor allowed to be detained. Bounty hunters are typically independent contractors paid a commission of the total bail amount that is owed by the fugitive; and only get paid if they are able to find the "skip" and bring them in.

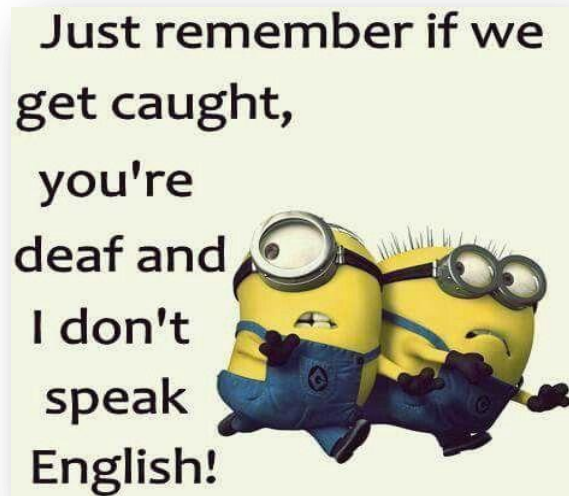
SKIP TRACING AND FUGITIVE INVESTIGATIONS IS AN ART A SKIP.

TRACER'S TOOLS-OF-THE-ART.

Various methods and tools can be used to find fugitives. Phone taps and pen registers can be used on relatives. Credit card and cell phone activities and electronic transfer of money can also be traced. Wanted posters and rewards can also be used. Jail records are also sometimes used;

A Skip Tracer must know how to gather information.

Information is knowledge and to be a successful Skip Tracer you must keep informed! Some very important pieces of skip tracing equipment are the use of telephone information, computers, public information, and the making personal source (CI).



DEGREES OF DIFFICULTY.

SKIP TRACING IS USUALLY DIVIDED INTO THREE AREAS OF DIFFICULTY:

Skip tracing is broken down into three degrees or levels, from simplest to the hardest.

Skip Locate - Having no contact with the individual or item within the last three months or less.

Skip - Having no contact with the individual or item within the last three to six months.

Hard-core Skip - Having no contact with the individual or item in more than six months.

ARE ALL SKIPS ALIKE? NO. Skips can be placed in one 1 of 3 categories.

1. There are accidental skips; people that are simply careless about dates or their debts.
2. Individuals who feel they have to "hide" to escape being brought to justice or paying their debts, usually due to an overwhelming sense of obligations and/or personal problems.
3. Then there are the individuals who deliberately mislead bail bond agents and/or companies or creditors; these individuals never had any intention of showing up for their hearing or never intended to pay.

SIGNS OF A SKIP.

* Inability to make any contact with the subject

- * No phone response: no return calls after leaving several messages on an answering machine or with an individual at the given phone number.
- * Returned Mail: Unopened mail and registered or certified mail returned by the Post Office as undeliverable.
- * Phone Disconnected: A telephone company recording stating the number has been disconnected. No new number listing attached.
- * Unsuccessful Personal Contact Attempts: Going to the last known address and seeing a for sale sign, for rent sign; seeing an empty location.

All the talents and skills for skip tracing can be learned! They are not something you must be born with. Nevertheless, to become an effective skip tracer, you must be capable of learning them and using them.

EIGHT of the most important words in skip tracing are:

- *Learn, Use, Determine, Persist, Dedicate, Persevere, Belief, and Examine.
- * Learn how to gain knowledge and make useful contacts.
- *Dedicate yourself to the examination of all possible leads.



ESSENTIAL FACTORS

The SECRET of Skip tracing is INFORMATION!

For the bail bond agent seeking her or his defendant, the first source of information is the application for bail bond. The importance of a true and verified and complete application is very important. Agents should photograph defendants and scan the photo into a computer, while keeping the original in the client file. (office Cellular Phone).

Most agencies have Internet access to public information database resources. For a fee, background checks of various types can be performed quickly and economically. The information typically includes:

Often it is helpful to run a background check on the defendant’s spouse and parents. This can uncover helpful information useful in finding your target. Built-in databases work best because gathering and verifying information quickly is important, includes 13 built- in databases that automatically link search

results to the case. These searches include: number, name & city, skip trace, household, family, reverse address, neighbor, email, automobile, bankruptcy, demographic, caller ID and wireless porting. With just a click skip tracers can search a number, an address, a name, from right inside the case file.

If the subject has moved, ask neighbors about seeing moving vans or rented moving vehicles and check with companies that rent trailers like U-Haul and Ryder.

Companies that may have provided business services to the subject may have invoicing data. Especially important is the address where deposit refund checks may have been recently mailed! Contact the electric company, cable TV, telephone, exterminators, garbage collection and area businesses. The background checks will indicate lien holders of cars, trucks, motorcycles, boats and airplanes. These businesses may be helpful especially if payments are past due.

* Sometimes the fugitive is hiding in the area with friends, family or a motel. Visit local bars and clubs, motorcycle clubs, church groups, and events that may attract the subject. Have recent photos of the fugitive that you can leave with a number on how to contact you (for the reward).

* The -Wanted poster and -Wanted Cards is still one of the least expensive and most effective tools in helping the bail bond agent to locate a fugitive bail skip.

EFFECTIVE INTERVIEWING.

Effective interviewing is a tool that will help you locate the individual or collateral. Without new information your efforts are useless. This is only possible through talking to people, all kinds of people. There are certain words that are a basis for interviewing or speaking with people that will help in locating your subject or collateral. They are **Four Magic Words. –I NEED YOUR HELP.** You will be amazed. One of the most useful skills a fugitive investigator can possess is the ability to quickly build rapport with individuals from all walks of life. Whether you are interviewing a family member or a source or whether the interview is confrontational or not, your ability to gather information rests on the degree to which you can build rapport. To do so you must quickly find something that you and the subject have in common. Such commonalities between you and your subject create a connection or bond of understanding. All of us want to be liked and appreciated. We all want to be helpful. When building rapport, it is wise to remember a famous quote: "People don't care how much you know until they know how much you care." It certainly goes without saying that you must be absolutely genuine in your approach. If you attempt to build rapport in a fake or phony manner most individuals will see right through you.

They will reject your attempts at building a wall. Among some people, fugitive investigators already have a general reputation as seedy, snake oil salesmen. There's no need to foster that image.

The whole point of building rapport with an individual is to get information from them that they would normally not volunteer. To that end, the following 10 techniques can be helpful to build rapport with just about anyone:

1. Always Be Prepared: It's one of the motto of the Nisei Goju Ryu Karate style! but it will serve you well in all endeavors; especially in building rapport. I cannot stress this enough: Do your homework! Just as a good lawyer never asks a question in court that he doesn't already know the answer to, likewise, a good investigator is prepared ahead of time. This is especially important if the interview becomes confrontational. Gather as much information as you can before the interview.

The more information you have about the subject the easier it will be to build rapport.

2. Take your seat (in the position of power) : To build rapport and preserve the upper hand in an interview you will want to sit in the position of power. You should arrive early to all interviews. If you are conducting the interview at someones home or in a conference room, make sure to position yourself so that you sit at the head of the table (the position usually reserved for the head of the household or head of the company) .

3. Body Mirroring: One of the most powerful, non-verbal methods of building rapport is by mirroring someone body language. To the uninitiated this sounds ridiculous. Trust me. It is an excellent way to build rapport. When you mirror the subject's body movements, as well as the speed and timbre of their speech patterns, you become like them. But don't be too obvious. Your movements must be fluid and natural. You are showing that you're just like them.

Remember: We are most comfortable around people who are like us.

4. What's in a Name? In real life a person's name is very important. We all like to hear the sound of our name. When conducting an interview use the person's name at least a couple of times. This builds trust and encourages them to listen to you. But do not use their name more than a couple of times during an interview. While using their name creates rapport, overuse of their name has the opposite effect.

5. Psychological Pause: When questioning a subject throw in a psychological pause. This is simply a two- or three-second pause (or longer) taken during questioning. For example: I want you to know that I've spoken with everyone about the incident and I feel that (insert psychological pause here) maybe you're not telling me everything you know?

This unnatural pause creates a mild level of tension in the interview. It throws the subject off and at the same time makes them want to listen.

6. Re-Direct the Question (Put touchy subjects on the backburner) : Rapport must be built up at the beginning of the interview. Do not make the mistake of tackling serious or confrontational issues before you have had a chance to build rapport. For example if you suspect a family member and knowing the where about of the Fugitive, build the rapport before asking direct questions. If you broach a subject and the subject clams up, gently back off. Show you understand how difficult this interview must be for them. Simply state, I can see that question made you uncomfortable. That's not my intention. I can't imagine how difficult this must be for you.

7. Family and Children First: The very first thing I do before an interview is quickly scan the room for photographs of the subjects family or children's coloring book drawings. People love to talk about their families. Look for pictures that include babies or recent weddings. You may spend the first 10 minutes of the interview talking to the subject about their children or grandchildren. Ask them an open-ended question such as, What do you like best about being a grandma? But remember the sole reason for all of this is to build rapport with your subject.

8. Wave the flag: Look for military mementos, plaques or pictures of people in uniform. Did both you and the subject serve in the military? If so, any discussion of your service will definitely will build rapport. Be sure to ask them where they served. You may have more in common than you know.

9. Sports! Seize upon any type of sports memorabilia in your subjects office. Look for signs of the subjects favorite sports teams. If you happen to be a Cowboys fan and their office is plastered with Steelers memorabilia this still allows you an opening such as: Oh no! You're one of them! If you do not care for sports at least check the Internet or local newspaper for the latest scores or big events so you can carry on a decent conversation. You must do everything you can to find common ground.

10. Use the Mystique: Finally, use what I like to call the DOG mystique. You are a fugitive investigator and most people find that fascinating. You see it every time someone asks you what you do for a living. Their reply: Wow. That must be exciting! Images of DOG the bounty hunter. The fake show DOG the bounty hunter are conjured up in their minds. The follow-up question is always: What's it like? Share some war stories with them. Tell them about some of your most exciting cases or describe some of the gadgets you use. They will hang on every word. Suddenly, you're a rock star! Building rapport is critical

when it comes to getting information out of a subject. Your ability to build rapport rests on the degree to which you can find common ground with your subject. There are numerous ways to build rapport. These suggestions are a great place to start.

BAIL BOND AGENTS ARE INDEPENDENT CONTRACTORS

All agents should become familiar with and obey all local, state and federal laws which govern pick-ups and surrenders within the jurisdiction in which they conduct business.

We must further advise that any and all legal fees and or costs or awards that come about as a result of actions contrary to the above policies will be the responsibility of the agent causing the action. Any attorney 's fees, court costs and expenses incurred by Surety or Insurance Company that are attributable to an agent is actions during the commission of a pick-up or surrender will be the full responsibility of the agent.

Students and agents should be fully aware that their actions during a fugitive recovery can result in civil lawsuits and criminal proceedings. The expenses of defending against these very real possibilities are substantial..

******* REMEMBER SURETY AGENTS ARE NOT POLICE OFFICERS *******

Always remember: We do not have Qualified immunity!!

LOCATING YOUR FUGITIVE,, IT'S TIME TO PLAY. Bail bond agents are not law enforcement officers!.

Physical confrontations can sometimes result in violence. Jails will not accept an injured Prisoner. You must get clearance from the (E.R) hospital.

CRIMINAL CONSIDERATION.

The agent's personal safety should always be paramount. Taylor v. Taintor contains language that appears to allow the surety to -kick down the defendant's door and take him from his house...

Criminal statutes differ widely from state to state. Agents are advised to check the statutes in any state where it becomes necessary to enter to recover a fugitive defendant.

POSSIBLE ARREST OF BAIL BOND AGENT.

UNLAWFUL ENTRY (BREAKING & ENTERING):. Gaining entry / wrong house.

VANDALISM: Willful destruction of property belonging to another.

ASSAULT: The threat to unlawfully touch a person. A crime that occurs when one person tries to physically harm another in a way that makes the person under attack feel immediately threatened. Actual physical contact is not necessary; threatening gestures that would alarm any reasonable person can constitute an assault.

BATTERY: The act of unlawfully touching a person. A crime consisting of physical contact that is intended to harm someone. Unintentional harmful contact is not battery, no matter how careless the behavior or how severe the injury. A fist fight is a common battery; being hit by a wild pitch in a game is not.

FALSE IMPRISONMENT (False Arrest):. Intentionally restraining another person without having legal rights to do so. It's not necessary that physical force be used; threats or a show of apparent authority are sufficient. False imprisonment is a misdemeanor and a tort (a civil wrong).

KIDNAPPING: If the perpetrator confines the victim for a substantial period of time (or moves him a significant distance) in order to commit a felony, false imprisonment may become a kidnapping.

CIVIL LIABILITY CONSIDERATIONS MONEY DAMAGES

* Medical Expense * Loss of Income * Pain & Suffering * Mental Anguish * Loss of Consortium

Civil lawsuits are not only for the agent – at - tempting to make the arrest. The litigation will typically name the agent as defendants:

- *That particular (bail bond, temporary bail bond) agent.
- * The agent who employed the agent causing the lawsuit.
- * The agency where the agent who caused the lawsuit is employed.
- *The managing general agent who approved the appointment.
- * The surety company who granted the appointment.

POSITIVE LOCATION OF PRINCIPAL.

Before entering the home of any person, it is imperative that the bond agent be certain that he or she is at the right house.

Even when the defendant is actually in the house, if the skip is not the owner of the house, the bond agent has absolutely no right to enter or damage the house. Regardless of ownership, the agent never has the right to cause injury (physical or emotional) to any other occupants.

Equipment (APPENDIX PAGE 65).

There is an arsenal of supplies that every prepared agent should possess. This includes a body camera, bullet-proof vest, a pair of handcuffs, GPS, DC to AC Power Inverter, Binoculars, Overnight bag, Flashlight and any number of defense weapons, such as a Taser or Phazzer,., pepper spray, baton, or even a firearm, depending on what you can legally carry in your state. It is important to research your options, talk to or check with your local law enforcement agency to determine the legality of carrying certain weapons.

USE OF WEAPONS BY BAIL BOND AGENTS.

A brief discussion on the liabilities of carrying and /or using a weapon or Taser in the course of a bail bond agent's duties. Agents may need, to carry a weapon in varying circumstances. Often the agent's office is located in inner-city areas. Carrying large sums of cash taken as premium or collateral may put the agent at a greater risk of being the target of a robbery or burglary. Agents performing the task of recovering a fugitive must be extremely cautious.

The types of weapons used include, but are not limited to Taser, hand guns, rifles, shotguns, batons, pepper spray, mace, and restraint devices such as handcuffs and shackles (leg irons) . Improperly used, any of these can cause serious injury.

Lethal force results in death. Unreasonable force implies more force than necessary was used in the particular instance.

The use of a weapon creates even more liability exposures. Bail bond agents are not afforded any special rights to bear arms, other than those granted in the U.S. Constitution and by state statute.

ARREST DEFENDANT(S) IN ANOTHER STATE

The student is suggested to continuously bear in mind that each state has its own laws and regulations concerning the actions of recognizance recovery agents. Statutes governing the carrying of open weapons, concealed weapons, and use of force, licensing necessities, and plenty of others should be adhered to. The recovery agent is also subject to arrest and prosecution/or failure to abide by any and all applicable state laws!

The right of the sureties to pursue their principal into another state and to arrest them there was well recognized in the early court decisions *Taylor v. Taintor*, 16 Wall. 366, 83 U.S. 366, 21 L. Ed. 287. Also, the surety may delegate to another person the right to make the arrest. *Taylor v. Taintor*, supra; *Cartee v. State*, 162 Miss. 263, 272, 139 So. 618, 620.

"The sureties, whenever they choose to do so may seize him and deliver him up in their discharge; and if this cannot be done at once, they may imprison him until it can be done. They may pursue him to another state; may arrest him on the Sabbath, and if necessary, may break and enter his house for that purpose. The seizure is not made by virtue of new process. None is needed. It is likened to the rearrest by the sheriff of an escaping prisoner. "

AGENTS & SURETY COMPANIES IN COURT.

When an agent or surety company is the defendant in a civil litigation, chances are they will attempt to settle out of court, even if the allegations are false! The legal costs alone often exceed \$100,000 before the trial begins. The surety loses even if they eventually win the case! The legal expenses skyrocket when the surety's legal defense team convinces the surety to go to court and prove all of the allegations to be false. Win or lose, high attorney's fees are always incurred. Recovery agents sometimes use excessive means to capture their targets. Reckless pursuits and apprehensions—including those involving excessive force—can cause considerable harm not only to fugitives, but also innocent bystanders.

Many people who have been victims of violence at the hands of recovery agents have gone to court, with mixed results. Recovery agents and their employers can be held liable for the former's misdeeds—their victims have, for example, successfully sued for false imprisonment and acts of violence. (See *Mason v. City of New York*, 949 F. Supp. 1068 (S.D.N.Y. 1996) .)

NOTES: FLORIDA STATUTES OF INTEREST.

493.6115 Weapons and firearms.—

- (2) Only Class -C, Class -CC, Class -D, Class -M, Class -MA, or Class -MB licensees are permitted to bear a firearm and any such licensee who bears a firearm shall also have a Class -G license.
- (3) No employee shall carry or be furnished a weapon or firearm unless the carrying of a weapon or firearm is required by her or his duties, nor shall an employee carry a weapon or firearm except in connection with those duties. When carried pursuant to this subsection, the weapon or firearm shall be encased in view at all times except as provided in subsection (4) .
- (4) A Class -C or Class -CC licensee who is 21 years of age or older and has also been issued a Class -G license may carry, in the performance of her or his duties, a concealed firearm. A Class -D licensee who is 21 years of age or older and has also been issued a Class -G license may carry a concealed firearm in the performance of her or his duties under the conditions specified in s.493.6305(3) and (4) . The Class -G license must clearly indicate such authority. The authority of any such licensee to carry a concealed firearm is valid in any location throughout the state while performing services within the scope of the license.
- (5) The Class -G license shall remain in effect only during the period the applicant is employed as a Class -C, Class -CC, Class -D, Class -MA, Class -MB, or Class -M licensee.
- (6) In addition to any other firearm approved by the department, a licensee who has been issued a Class -G license may carry a .38 caliber revolver; or a .380 caliber or 9 millimeter semiautomatic pistol; or a .357 caliber revolver with .38 caliber ammunition only; or a .40 caliber handgun; or a .45,ACP handgun while performing duties authorized under this chapter. A licensee may not carry more than two firearms upon her or his person when performing her or his duties. A licensee may only carry a firearm of the specific type and caliber with which she or he is qualified pursuant to the firearms training referenced in subsection (8) or s. 493.6113(3) (b) .

493.6118 Grounds for disciplinary action.—

- (1) (i) Impersonating, or permitting or aiding and abetting an employee to impersonate, a law enforcement officer or an employee of the state, the United States, or any political subdivision thereof by identifying himself or herself as a federal, state, county, or municipal law enforcement officer or official representative, by wearing a uniform or presenting or displaying a badge or credentials that would cause a reasonable person to believe that he or she is a law enforcement officer or that he or she has official

authority, by displaying any flashing or warning vehicular lights other than amber colored, or by committing any act that is intended to falsely convey official status.

843.085 Unlawful use of badges or other indicia of authority.—

(1) It is unlawful for any person, unless appointed by the Governor pursuant to chapter 354, authorized by the appropriate agency, or displayed in a closed or mounted case as a collection or exhibit, to wear or display any authorized indicia of authority, including any badge, insignia, emblem, identification card, or uniform, or any colorable imitation thereof, of any federal, state, county, or municipal law enforcement agency, or other criminal justice agency as defined in s.943.045, with the intent to mislead or cause another person to believe that he or she is a member of that agency or is authorized to display or wear such item, or to wear or display any item that displays in any manner or combination the word or words -police, -patrolman, -agent, -sheriff, -deputy, -trooper, -highway patrol, -commission officer, -Wildlife Officer, -Marine Patrol Officer, -state attorney, -public defender, -marshal, -constable, -bailiff, or -fire department, with the intent to mislead or cause another person to believe that he or she is a member of that agency or is authorized to wear or display such item.

316.29545 Window sun screening exclusions; medical exemption; certain law enforcement vehicles and private investigative service vehicles exempt. (3) The department shall exempt from the window sun screening restrictions of ss. 316.2953, 316.2954, and 316.2956 vehicles that are owned or leased by private investigators or private investigative agencies licensed under chapter 493.

790.053 Open carrying of weapons.—

(1) Except as otherwise provided by law and in subsection (2) , it is unlawful for any person to openly carry on or about his or her person any firearm or electric weapon or device. It is not a violation of this section for a person licensed to carry a concealed firearm as provided in s.790.06(1), and who is lawfully carrying a firearm in a concealed manner, to briefly and openly display the firearm to the ordinary sight of another person, unless the firearm is intentionally displayed in an angry or threatening manner, not in necessary self-defense.

(2) A person may openly carry, for purposes of lawful self-defense: (a) A self-defense chemical spray.

(b) A nonlethal stun gun or dart-firing stun gun or other nonlethal electric weapon or device that is designed solely for defensive purposes.

(3) Any person violating this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 87-537; s. 173, ch. 91-224; s. 3, ch. 97-72; s. 1205, ch. 97-102; s. 3, ch. 2006-298; s. 1, ch. 2011-145.

WEAPONS.

Firearms—Security Guards and Business Premises.

The proprietor of a business may keep or carry a firearm concealed or unconcealed on his business premises. § 790.25, Fla. Stat. The same rule is applicable to his employees pursuant to their employment. This statute however, does not exempt security guards from obtaining a class –G license as required by § 493.6115, Fla. Stat. –Business premises means the area under the exclusive control or management of the particular business, including the parking lot. However, such premises would not include the entire parking lot of a shopping center unless a security company is employed by the shopping center management to patrol the entire lot. Guards employed by individual businesses may not carry firearms without first obtaining a class –G license. Strictly speaking, a security guard may not wear a firearm going to and from his or her work assignments. Remember, however, that it is lawful for a person to possess a weapon or firearm when traveling by private conveyance provided the weapon is securely encased and not in the person’s manual possession, or not readily accessible for immediate use. See Florida Statutes § 790.001(16) and (17) for definitions. The issuance of a license to operate a guard service by the Florida Department of Agriculture does not carry with it any –blanket permit with respect to firearms. Permits are issued to individuals by the Florida Department of Agriculture pursuant to applicable sections of the Florida Statutes. Any violation of Florida Statutes chapter 493, except § 493.6405, is punishable as a misdemeanor of the first degree. §493.6120, Fla. Stat.

From The Miami–Dade Police Dept. Florida Law Enforcement Handbook.

Bondsman Authority to Arrest In Florida, bondsmen are licensed and regulated under Florida Statute § 648 and have arrest powers pursuant to Florida Statutes § 903.22. A bondsman (also referred to as a –surety) is legally considered to have custody of a defendant (also referred to as a –principal) who has been released from law enforcement/corrections custody on bail. As such, the bondsman has statutory authority to –recapture a defendant whose bail has been forfeited or when the bondsman surrenders the defendant to law enforcement authorities. A bondsman may arrest a principal before or after the forfeiture of the bond. Florida Statutes § 903.22 – § 903.29. A bondsman may authorize a peace officer to make the arrest of a principal, by endorsing the authorization on a certified copy of the bond. Prior to making an arrest predicated on an endorsed authorization on a certified copy of a bond, officers should verify the validity of the certified copy, as well the licensure and authority of the bondsman.

Authority of Out-of-State Bondsman to Arrest.

An out-of-state bondsman has the authority to recapture a principal in Florida, if he/she holds an equivalent license (to that which is issued in Florida) by the state where the bond was written. Florida Statutes § 648.30(3) . Additionally, the power of an out-of-state bondsman is derived from federal case law and recognized by the Florida Supreme Court. *Register v. Barton*, 75 So. 2d 187 (Fla.1954) . If a person arresting a principal is not licensed under Florida law or by a foreign state, the arrest may be in violation of Florida law. Officers confronted with an arrest of a principal effected by an out-of-state bondsman, should make inquires as to the licensure and authority of the out-of-state bondsman. Use of Force by Bondsman A bondsman may only use reasonable force in apprehending a fugitive (principal) . Reasonable force has been described as —...only that force that an ordinary, prudent, and intelligent person with the surety's (bondsman's) knowledge would have believed necessary in the circumstances to capture and surrender the principal . Bondsmen have no statutory, common law or case law authority to use deadly force in effecting a capture. However, the use of deadly force will usually be considered -reasonable when used -...to overcome declared, open and armed resistance... to an arrest. *Buchanan v. State*, 927 So. 2d 209 (Fla. 5th DCA 2006) . Bondsmen have no authority under § 903 or § 648 to be armed. Accordingly, a bondsman must possess a valid license under § 790.06 to carry a concealed weapon or firearm. In situations where an officer encounters a bondsman who is armed and has a license to carry a concealed weapon or firearm, he/she should follow the routine procedure to verify that the concealed weapon or firearm license is valid.

Bail bond agents must be carefully when presenting themselves to the fugitive or public, or buying and/or wearing t-shirts and jackets proclaiming to be a "Bounty Hunter," "Bail Enforcement Agent," "Bail Enforcement Officer,"..

648.30 (2) A person may not represent himself or herself to be a bail enforcement agent, bounty hunter, or other similar title in this state.

COURTROOM DEMEANOR FOR BAIL AGENTS.

We must be prepared for court — we often forget the fact that surety agents must appear in court more often than we realize. We as surety agents must know how our industry or jail operations are conducted as a whole and as individual.. We also have to know our rules and laws or jail. Be knowledgeable. If you are involved in an incident and have to write a report, then write the report as if you had to appear in court with that report and back it up. Know how many witnesses at the time of the incident.

Make sure all your facts and details are correct in your report. Remember you can refer to your report in court so write a good detailed report. We are not expected to remember every little detail from an incident that occurred six months to a year ago. You will have your court date in advance with the defendants name and case number on the subpoena. This provides you with ample time to refresh your memory, read over your report and prepare yourself for court testimony.

1. Personal Appearance.

We should not even have to discuss this topic but unfortunately we have the occasional surety agents come to court looking like a rag bag. Every surety agents should come to court with a nicely pressed or ironed suit and with at minimum a semi-gloss shine. A well-groomed haircut or hair style and policies should be mandatory. Your appearance tells a story about you.

The same principal goes for the judge and jury. The judge and jury are expecting to see and hear a professional who looks sharp, speaks well and represents the agency well. It does not matter if you are dealing with client or the judge and jury your appearance is half the battle to be on your way to gaining respect and making people listen.

2. Knowledge of Your Job.

People watch us closely to see if we know what we are doing and how we handle ourselves. When the client realizes you do not know what you are doing they will manipulate you and take advantage of you. The same principle applies in the courtroom. When the defense attorney realizes you do not know what you are doing he or she will manipulate you and take advantage of you. The jurors will also pick up on your lack of knowledge. Never underestimate a juror's knowledge or think you can out smart them. You just never know the background of a juror. The jury panel is made up of a group of citizens from all walks of life, some with common sense and street smarts and some with a higher education than you have.

Do not try to fool the jury panel or the defense attorney. Instead have a working knowledge of the case and your industry. Remember that –knowledge is power. Win with knowledge of your job. ,

3. Courtroom Demeanor.

When testifying in court all eyes are on you. The pressure can be intense but do not allow it to get to you. You must remain cool and calm and listen to the full question before answering. Pause for a second and then answer. Never argue with the attorney asking questions, it makes you look bad. If the defense attorney wants to be argumentive, then let he or she make themselves look bad but you remain calm.

Do not be witty. Nobody likes a smart ass and it will make you look like you think the whole matter is a joke. Maintain a good sitting posture, not stiff but also not slouching. Make eye contact with the jurors, they are the ones you must convince not the defense attorney. As long as you know the case and your job the defense attorney is no worry but you must be prepared.

Be serious but friendly at the same time. Speak loud enough for everyone to hear, do not be timid. Do not joke, laugh or reply with clever remarks. You may think you look smart but a trial is a very serious matter and joking takes away from your testimony and intelligence. You are the surety agents, the public and the citizens expect you to hold your character and not become angered or cave in to pressure.

Avoid non-verbal gestures such as rolling your eyes, shaking your head, or huffing and puffing. All of these things will be seen by the jurors and their interpretation of your non-verbal gestures can be taken in a bad light. Answer all questions with truthful answers because the truth is easy and it is the proper thing to do.

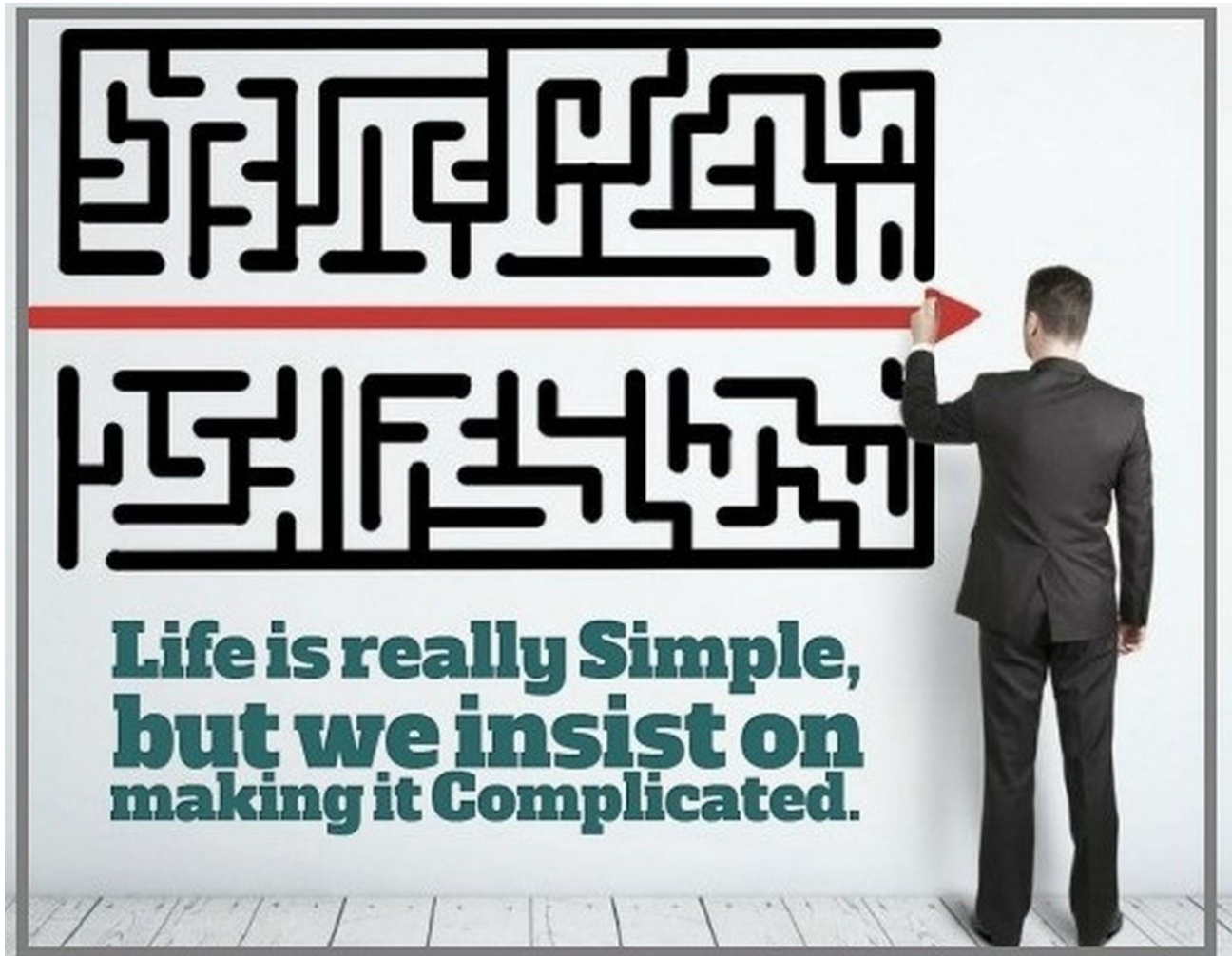
Personal beliefs are generally appropriate if they are supported by the facts. For example, you believed the skip had a weapon as he was approaching you and that is why you used force to stop him. Do not go beyond the scope of the question by going into a long story. Provide direct answers to each specific question. If you do not understand the question ask the attorney to repeat or re- phrase the question. Do not venture out of bounds into story land that will land you into a position you cannot get out of.

The judge may instruct the jury not to hold police officers to a higher standard than a surety agents or any other witness but like it or not human nature will have some of the jurors holding officers to a higher standard.

4. Professionalism and Civility.

Do not be a –Rambo in the courtroom. We are not in the movies and your Rambo act more than likely will not impress anyone. The key to winning in the courtroom is knowledge, civility, professionalism and honesty. Treating your profession with honor and dignity reflects on our profession

as a whole. We must bring honor and respect to our fellow surety agents brothers and sisters. Bring positive attention to our career by giving the media only positive issues to portray us by. Remember, our job extends beyond bail bonding. We are in a partnership with the community, local government, state government, and the courts. In order to improve our image we must be proactive instead of reactive.



2021 FLORIDA STATUTES
CHAPTER 648
BAIL BOND AGENTS

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- 648.49 Duration of suspension or revocation.
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- 648.55 All bail bond agents of same agency; licensed by same companies.
- 648.57 Penalty.
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648.24 Declaration of public policy.—It is the public policy of this state and the intent of the Legislature that a bond for which fees or premiums are charged must be executed by a bail bond agent licensed pursuant to this chapter in connection with the pretrial or appellate release of a criminal defendant and shall be construed as a commitment by and obligation upon the bail bond agent to ensure that the defendant appears at all subsequent criminal proceedings.

History.—s. 1, ch. 2002-260.

648.25 Definitions.—As used in this chapter, the term:

(1) “Bail bond agency” means:

(a) The building where a licensee maintains an office and where all records required by ss. 648.34 and 648.36 are maintained; or

(b) An entity that:

1. Charges a fee or premium to release an accused defendant or detainee from jail; or

2. Engages in or employs others to engage in any activity that may be performed only by a licensed and appointed bail bond agent.

(2) “Bail bond agent” means a limited surety agent or a professional bail bond agent as hereafter defined.

(3) “Managing general agent” means any individual, partnership, association, or corporation appointed or employed by an insurer to supervise or manage the bail bond business written in this state by limited surety agents appointed by the insurer.

(4) “Insurer” means any domestic, foreign, or alien surety company which has been authorized to transact surety business in this state.

(5) “Limited surety agent” means any individual appointed by an insurer by power of attorney to execute or countersign bail bonds in connection with judicial proceedings who receives or is promised money or other things of value therefor.

(6) “Primary bail bond agent” means a licensed bail bond agent who is responsible for the overall operation and management of a bail bond agency location and whose responsibilities include hiring

and supervising all individuals within that location. A bail bond agent may be designated as primary bail bond agent for only one bail bond agency location.

(7) “Professional bail bond agent” means any person who pledges United States currency, United States postal money orders, or cashier’s checks as security for a bail bond in connection with a judicial proceeding and receives or is promised therefor money or other things of value.

(8) “Temporary bail bond agent” means a person employed by a bail bond agent or agency, insurer, or managing general agent, and such licensee has the same authority as a licensed bail bond agent, including presenting defendants in court; apprehending, arresting, and surrendering defendants to the proper authorities, while accompanied by a supervising bail bond agent or an agent from the same agency; and keeping defendants under necessary surveillance. However, a temporary licensee may not execute or sign bonds, handle collateral receipts, or deliver bonds to appropriate authorities. A temporary licensee may not operate an agency or branch agency separate from the location of the supervising bail bond agent, managing general agent, or insurer by whom the licensee is employed. This does not affect the right of a bail bond agent or insurer to hire counsel or to obtain the assistance of law enforcement officers.

History.—s. 1, ch. 29621, 1955; s. 2, ch. 57-63; s. 6, ch. 65-492; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 272, ch. 71-377; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 1, 71, 72, ch. 82-175; s. 138, ch. 83-216; ss. 1, 50, 51, ch. 84-103; s. 22, ch. 85-208; s. 5, ch. 87-321; ss. 1, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 1, ch. 96-372; s. 28, ch. 96-388; s. 2, ch. 2002-260; s. 1650, ch. 2003-261.

Note.—Former s. 903.37.

648.26 Department of Financial Services; administration.—

(1) The department shall administer the provisions of this chapter as provided in this chapter.

(a) The department has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this chapter conferring powers or duties upon it.

(b) The department may employ and discharge such employees, examiners, counsel, and other assistants as shall be deemed necessary, and it shall prescribe their duties; their compensation shall be the same as other state employees receive for similar services.

(2) The department shall adopt a seal by which its proceedings are authenticated. Any written instrument purporting to be a copy of any action, proceeding, or finding of fact by the department, or any record of the department authenticated by the seal, shall be accepted by all the courts of this state as prima facie evidence of the contents thereof.

(3) The papers, documents, reports, or any other investigatory records of the department are confidential and exempt from the provisions of s. 119.07(1) until such investigation is completed or ceases to be active. For the purpose of this section, an investigation is considered “active” while the investigation is being conducted by the department with a reasonable, good faith belief that it may lead to the filing of administrative, civil, or criminal proceedings. An investigation does not cease to be active if the department is proceeding with reasonable dispatch and there is good faith belief that action may be initiated by the department or other administrative or law enforcement agency.

History.—s. 2, ch. 29621, 1955; s. 7, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 2, 71, 72, ch. 82-175; ss. 2, 50, 51, ch. 84-103; ss. 3, 5, ch. 87-321; ss. 2, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 1, ch. 93-119; s. 6, ch. 93-262; s. 2, ch. 96-372; s. 29, ch. 96-388; s. 401, ch. 96-406; s. 216, ch. 98-200; s. 1651, ch. 2003-261.

Note.—Former s. 903.38.

648.27 Licenses and appointments; general.—

(1) A license may not be issued except in compliance with this chapter, and may not be issued except to an individual. A firm, partnership, association, or corporation, as such, may not be licensed.

(2) For the protection of the people of this state, the department may not issue, renew, or permit to exist any license or appointment except in compliance with this chapter. The department may not issue, renew, or permit to exist a license or appointment for any individual found to be untrustworthy or incompetent who has had his or her eligibility to hold a license or appointment revoked, or who has not established to the satisfaction of the department that he or she is qualified therefor in accordance with this chapter.

(3) The department may propound any reasonable interrogatories to an applicant for a license or appointment under this chapter or on any renewal thereof, relating to his or her qualifications, residence, prospective place of business, and any other matters which are deemed necessary or expedient in order to protect the public and ascertain the qualifications of the applicant. The department may also conduct any reasonable inquiry or investigation it sees fit, relative to the determination of the applicant’s fitness to be licensed or appointed or to continue to be licensed or appointed. Upon the request of the department, a law enforcement agency shall inform the department of any specific criminal charge filed against any applicant and the final disposition of such charge.

(4) If upon the basis of the completed application for a license or appointment and such further inquiry or investigation the department deems the applicant to be unfit as to character and background

or lacking in one or more of the required qualifications for the license or appointment, the department shall disapprove the application.

(5)(a) The license of a bail bond agent shall continue in force, without further examination unless deemed necessary by the department, until suspended, revoked, or otherwise terminated.

(b) The license of a temporary bail bond agent shall continue in force until suspended, revoked, or otherwise terminated.

(6) The original license issued to a licensee under this chapter shall remain outstanding and in effect for so long as the license represented thereby continues in force as provided in this section. The department may at any time require the licensee to produce his or her department-issued photo identification.

(7) Any person who represents a surety company, whose duties are restricted to bail bonds, and who comes under the definition of “service representative” as provided in s. 626.015 shall be licensed and appointed as a bail bond agent.

(8) An individual who is appointed as a managing general agent to supervise or manage bail bond business written in this state must also be licensed as a bail bond agent. In the case of an entity, at least one owner, officer, or director at each office location must be licensed as a bail bond agent.

(9) If, upon application for an appointment and such investigation as the department may make, it appears to the department that an individual has been actively engaged or is currently actively engaged in bail bond activities without being appointed as required, the department may, if it finds that such failure to be appointed is an error on the part of the insurer or employer so represented, issue or authorize the issuance of the appointment as applied for, but subject to the condition that, before the appointment is issued, all fees and taxes which would have been due had the applicant been so appointed during such current and prior periods, together with a continuation fee for such current and prior terms of appointment, shall be paid to the department. Failure to notify the department within the required time period shall result in the appointing entity being assessed a delinquent fee of \$250. Delinquent fees shall be paid by the appointing entity and shall not be charged to the appointee.

History.—s. 3, ch. 29621, 1955; s. 1, ch. 59-326; s. 8, ch. 61-406; s. 23, ch. 65-269; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 24, ch. 71-86; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 1, ch. 78-29; s. 21, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 3, 71, 72, ch. 82-175; ss. 5, 8, 50, 51, ch. 84-103; s. 23, ch. 85-208; s. 5, ch.

87-321; ss. 5, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 4, ch. 96-372; s. 43, ch. 2002-206; s. 3, ch. 2002-260; s. 75, ch. 2003-267; s. 66, ch. 2003-281; s. 45, ch. 2018-102.

Note.—Former s. 903.39.

648.279 Scope of license.—The issuance of a license pursuant to the provisions of this chapter shall confer upon the holder the right to perform all duties and powers as authorized or conferred by the laws of this state.

History.—s. 5, ch. 96-372.

648.285 Bond agency; ownership requirements.—

(1) A person may not own, control, or otherwise have a pecuniary interest in a bail bond agency unless such individual is a licensed and appointed bail bond agent. Any agency that is not in compliance with this subsection shall be subject to the issuance of an immediate final order of suspension of all operations until the agency achieves compliance.

(2) If the owner of a bail bond agency dies or becomes mentally incapacitated, a personal representative or legal guardian may be issued a temporary permit to manage the affairs of the bail bond agency. Such person must appoint or maintain the appointment of a primary bail bond agent, as provided in s. 648.387, and may not engage in any activities as a licensed bail bond agent but must comply with s. 648.387 during the administration of the estate or guardianship. A temporary permit is valid for a maximum of 24 months.

(3) Application for a temporary permit must be made by the personal representative or legal guardian upon statements and affidavits filed with the department on forms prescribed and furnished by it. The applicant must meet the qualifications for licensure as a bail bond agent, except for the residency, examination, education, and experience requirements.

History.—s. 4, ch. 2002-260.

648.29 Build-up funds posted by bail bond agent.—

(1) All build-up funds pledged to indemnify an insurer which are posted by a bail bond agent or agency with the insurer must be held in an individual build-up trust account for the agent or agency in an FDIC-approved or FSLIC-approved bank or savings and loan association in this state, jointly in the name of the agent or agency and the insurer or in trust for the agent or agency by the insurer. Such account must remain open to inspection and examination by the department at all times. An accounting of all such funds shall be maintained which designates the amounts collected on each bond written.

- (2) Build-up funds may not exceed 40 percent of the premium as established by the agent's contract agreement with the insurer or managing general agent. Build-up funds received shall be immediately deposited to the build-up trust account. Interest on such accounts shall accrue to the bail bond agent.
- (3) Build-up funds are maintained as a trust fund created on behalf of a bail bond agent or agency, held by the insurer in a fiduciary capacity to be used to indemnify the insurer for losses and any other agreed-upon costs related to a bail bond executed by the agent. The build-up funds are the sole property of the agent or agency. Upon termination of the bail bond agency or agent's contract and discharge of open bond liabilities on the bonds written, build-up funds are due and payable to the bail bond agent or agency not later than 6 months after final discharge of the open bond liabilities.
- (4) Each insurer authorized to write bail bonds in this state and each managing general agent must furnish to the department a certified copy of a statement listing each build-up trust account and the balance therein by March 1 of each year.
- (5) Insurers must provide copies of build-up fund account bank statements to their agents and agencies. History.—s. 8, ch. 65-492; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 6, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 6, ch. 96-372; s. 5, ch. 2002-260.

Note.—Former s. 903.392.

648.295 Reporting and accounting of funds.—

- (1) All premiums, return premiums, or other funds belonging to insurers or others received by a person licensed pursuant to this chapter in transactions under her or his license are trust funds received by the licensee in a fiduciary capacity, and the licensee must account for and pay the same to the insurer, insured, or other person entitled to such funds.
- (2) A licensee shall keep and make available to the department books, accounts, and records as necessary to enable the department to determine whether such licensee is complying with this chapter. A licensee shall preserve the books, accounts, and records pertaining to a premium payment for at least 3 years after making such payment. Records that are preserved by computer or photographic reproduction or records that are in photographic form constitute compliance with this requirement.

(3) Any licensee who unlawfully diverts or appropriates such funds or any portion thereof to her or his own use commits larceny by embezzlement, punishable as provided by law.

History.—ss. 7, 47, ch. 90-131; s. 4, ch. 91-429; s. 501, ch. 97-102.

648.30 Licensure and appointment required; prohibited acts; penalties.—

(1) A person may not act in the capacity of a bail bond agent or temporary bail bond agent or perform any of the functions, duties, or powers prescribed for bail bond agents or temporary bail bond agents under this chapter unless that person is qualified, licensed, and appointed as provided in this chapter.

(2) A person may not represent himself or herself to be a bail enforcement agent, bounty hunter, or other similar title in this state.

(3) A person, other than a certified law enforcement officer, may not apprehend, detain, or arrest a principal on a bond, wherever issued, unless that person is qualified, licensed, and appointed as provided in this chapter or licensed as a bail bond agent or bail bond enforcement agent, or holds an equivalent license by the state where the bond was written.

(4) Any person who violates this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(5) Any licensee under this chapter who knowingly aids or abets an unlicensed person in violating this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 4, ch. 29621, 1955; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 6, 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 8, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 7, ch. 96-372; s. 6, ch. 2002-260; s. 30, ch. 2021-113.

Note.—Former s. 903.40.

648.31 Appointment taxes and fees.—The department shall collect in advance all appointment taxes and fees for the issuance of any appointment to a bail bond agent or temporary bail bond agent, as provided in s. 624.501.

History.—s. 5, ch. 29621, 1955; s. 2, ch. 59-326; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 7, 71, 72, ch. 82-175; ss. 8, 50, 51, ch. 84-103; s. 5, ch. 87-

321; ss. 9, 46, 47, ch. 90-131; s. 204, ch. 90-363; s. 4, ch. 91-429; s. 12, ch. 92-324; s. 8, ch. 96-372; s. 7, ch. 2002-260.

Note.—Former s. 903.41.

648.315 Number of applications for licensure required.—After a license as a bail bond agent has been issued to an individual, the same individual is not required to file another application for a similar license unless:

- (1) Specifically ordered by the department to complete a new application; or
- (2) A period of 48 months transpires between the time the licensee's last limited surety agent or professional bail bond agent's appointment is terminated and the date an application for a similar appointment is received by the department.

History.—ss. 57, 67, ch. 88-166; ss. 10, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 9, ch. 96-372; s. 22, ch. 2001-142.

648.33 Bail bond rates.—

- (1) Bail bond rates are subject to the provisions of part I of chapter 627 of the insurance code.
- (2) It is unlawful for a bail bond agent to execute a bail bond without charging a premium therefor, and the premium rate may not exceed or be less than the premium rate as filed with and approved by the office.
- (3) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 6, ch. 29621, 1955; s. 4, ch. 59-326; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 10, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 11, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 10, ch. 96-372; s. 1652, ch. 2003-261.

Note.—Former s. 903.42.

648.34 Bail bond agents; qualifications.—

- (1) An application for licensure as a bail bond agent must be submitted on forms prescribed by the department. The application must include the applicant's full name; date of birth; social security number; residence, business, and mailing addresses; contact telephone numbers, including a business telephone number; and e-mail address.

- (2) To qualify as a bail bond agent, it must affirmatively appear at the time of application and throughout the period of licensure that the applicant has complied with the provisions of s. 648.355 and has obtained a temporary license pursuant to such section and:
- (a) The applicant is a natural person who has reached the age of 18 years and holds a high school diploma or its equivalent.
 - (b) The applicant is a United States citizen or legal alien who possesses work authorization from the United States Bureau of Citizenship and Immigration Services and is a resident of this state. An individual who is a resident of this state shall be deemed to meet the residence requirement of this paragraph, notwithstanding the existence, at the time of application for license, of a license in the applicant's name on the records of another state as a resident licensee of such other state, if the applicant furnishes a letter of clearance satisfactory to the department that his or her resident licenses have been canceled or changed to a nonresident basis and that he or she is in good standing.
 - (c) The place of business of the applicant will be located in this state and in the county where the applicant will maintain his or her records and be actively engaged in the bail bond business and maintain an agency accessible to the public which is open for reasonable business hours.
 - (d) The applicant is vouched for and recommended upon sworn statements filed with the department by at least three reputable citizens who are residents of the same counties in which the applicant proposes to engage in the bail bond business.
 - (e) The applicant is a person of high character and approved integrity and has not been convicted of or pleaded guilty or no contest to a felony, a crime involving moral turpitude, or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, whether or not a judgment or conviction has been entered.
 - (f) The applicant has passed any required examination.
- (3) The department may collect a fee necessary to cover the cost of a character and credit report made by an established and reputable independent reporting service. The fee shall be deposited to the credit of the Insurance Regulatory Trust Fund. Any information so furnished is confidential and exempt from the provisions of s. 119.07(1).
- (4) The applicant shall furnish, with his or her application, a complete set of his or her fingerprints and a recent credential-sized, fullface photograph of the applicant. The applicant's fingerprints shall be certified by an authorized law enforcement officer. The department shall not authorize an applicant to take the required examination until the department has received a report from the Department of Law Enforcement and the Federal Bureau of Investigation relative to the existence or nonexistence of a criminal history report based on the applicant's fingerprints.

(5) The department shall conduct a comprehensive investigation of each applicant, including a background check. The investigation of the applicant's qualifications, character, experience, background, and fitness shall include submission of the applicant's fingerprints to the Department of Law Enforcement and the Federal Bureau of Investigation and consideration of any state criminal records, federal criminal records, or local criminal records obtained from these agencies or from local law enforcement agencies.

(6) The requirements for completion and submission of fingerprints under this chapter are deemed to be met when an individual currently licensed under this chapter seeks additional licensure and has previously submitted fingerprints to the department in support of an application for licensure under this chapter within the past 48 months. However, the department may require the individual to file fingerprints if it has reason to believe that an applicant or licensee has been found guilty of, or pleaded guilty or nolo contendere to, a felony or a crime related to the business of insurance in this or any other state or jurisdiction.

(7) The provisions of s. 112.011 do not apply to bail bond agents or to applicants for licensure as bail bond agents.

History.—s. 7, ch. 29621, 1955; s. 5, ch. 59-326; s. 9, ch. 61-406; s. 2, ch. 61-119; s. 24, ch. 65-269; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-96; s. 1, ch. 77-116; s. 61, ch. 77-121, s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 10, 71, 72, ch. 82-175; ss. 11, 50, 51, ch. 84-103; s. 5, ch. 87-321; s. 58, ch. 88-166; s. 82, ch. 89-360; ss. 12, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 3, ch. 93-119; s. 11, ch. 96-372; s. 403, ch. 96-406; s. 8, ch. 2002-260; s. 1653, ch. 2003-261; s. 76, ch. 2003-267; s. 67, ch. 2003-281; s. 137, ch. 2004-5; s. 54, ch. 2012-209; s. 46, ch. 2018-102.

Note.—Former s. 903.43.

648.35 Professional bail bond agent; qualifications.—In addition to the qualifications prescribed in s.

648.34, to qualify as a professional bail bond agent an applicant shall:

(1) File with his or her application for licensure and with each application for renewal or continuation of his or her appointment a detailed financial statement under oath; and

(2) File with his or her application for licensure the rating plan proposed for use in writing bail bonds. Such rating plan must be approved by the office prior to issuance of the license.

History.—s. 8, ch. 29621, 1955; s. 10, ch. 61-406; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 13, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 12, ch. 96-372; s. 1654, ch. 2003-261.

Note.—Former s. 903.44.

648.355 Temporary limited license as limited surety agent or professional bail bond agent; pending examination.—

- (1) The department may, in its discretion, issue a temporary license as a limited surety agent or professional bail bond agent, subject to the following conditions:
 - (a) The applicant is a natural person at least 18 years of age and holds a high school diploma or its equivalent.
 - (b) The applicant is a United States citizen or legal alien who possesses work authorization from the United States Bureau of Citizenship and Immigration Services and is a resident of this state. An individual who is a resident of this state shall be deemed to meet the residence requirement of this paragraph, notwithstanding the existence, at the time of application for temporary license, of a license in the individual's name on the records of another state as a resident licensee of such other state, if the applicant furnishes a letter of clearance satisfactory to the department that the individual's resident licenses have been canceled or changed to a nonresident basis and that the individual is in good standing.
 - (c) The applicant is a person of high character and approved integrity and has never been convicted of or pleaded guilty or no contest to a felony, a crime involving moral turpitude, or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, whether or not a judgment or conviction is entered.
 - (d) Within 4 years prior to the date of application for a temporary license, the applicant has successfully completed a basic certification course in the criminal justice system, consisting of not less than 120 hours of classroom instruction with a passing grade of 80 percent or higher and has successfully completed a correspondence course for bail bond agents approved by the department.
 - (e) The applicant must be employed full time at the time of licensure, and at all times throughout the existence of the temporary license, by only one licensed and appointed supervising bail bond agent, who supervises the work of the applicant and is responsible for the licensee's conduct in the bail bond business. The applicant must be appointed by the same insurers as the supervising bail bond agent. The supervising bail bond agent shall certify monthly to the department under oath, on a form prescribed by the department, the names and hours worked each week of all temporary bail bond agents. Filing a

false certification is grounds for the immediate suspension of the license and imposition of a \$5,000 administrative fine. The department may adopt rules that establish standards for the employment requirements.

(f) The application must be accompanied by an affidavit verifying proposed employment and a report as to the applicant's integrity and moral character on a form prescribed by the department and executed by the proposed employer.

(g) The applicant must file with the department statements by at least three reputable citizens who are residents of the same counties in which the applicant proposes to engage as a temporary licensee.

(h) The applicant's employer is responsible for the bail bonding acts of any licensee under this section.

(2) All applicable license fees, as prescribed in s. 624.501, must be paid before issuance of the temporary license.

(3) The temporary license shall be effective for 18 months, subject to earlier termination at the request of the employer or if suspended or revoked by the department.

(4) The applicant shall furnish, with the application for temporary license, a complete set of the applicant's fingerprints and a recent credential-sized, fullface photograph of the applicant. The applicant's fingerprints shall be certified by an authorized law enforcement officer. The department shall not issue a temporary license under this section until the department has received a report from the Department of Law Enforcement and the Federal Bureau of Investigation relative to the existence or nonexistence of a criminal history report based on the applicant's fingerprints.

(5) The department may collect a fee necessary to cover the cost of a character and credit report made by an established and reputable independent reporting service. The fee shall be deposited to the credit of the Insurance Regulatory Trust Fund.

(6) After licensure as a temporary licensee for at least 12 months, such licensee may file an application for and become eligible for a regular bail bond agent's license based on the licensee's experience in the bail bond business and education pursuant to paragraph (1)(d) and, if otherwise qualified, take the required bail bond agent's licensure examination. The applicant and supervising bail bond agent must each file an affidavit under oath, on a form prescribed by the department, verifying the required employment of the temporary agent before issuance of the license.

(7) In no event shall a temporary licensee licensed under this section perform any of the functions for which a bail bond agent's license is required after expiration of the temporary license without having passed the written examination as for a regular bail bond agent's license.

(8)(a) A temporary licensee has the same authority as a licensed bail bond agent, including presenting defendants in court; apprehending, arresting, and surrendering defendants to the proper authorities; and keeping defendants under necessary surveillance. However, a temporary licensee must be accompanied by a supervising bail bond agent or an agent from the same agency when apprehending, arresting, or surrendering defendants to authorities.

(b) A temporary licensee may not execute or sign bonds, handle collateral receipts, deliver bonds to appropriate authorities, or operate an agency or branch agency separate from the location of the supervising bail bond agent, managing general agent, or insurer by whom the licensee is employed.

(9) The department shall not issue a temporary bail bond agent's license to any individual who has held such a temporary license in this state within 2 years after the expiration of such temporary bail bond agent's license.

History.—s. 13, ch. 96-372; s. 9, ch. 2002-260; s. 100, ch. 2003-1; s. 1655, ch. 2003-261; s. 77, ch. 2003-267; s. 68, ch. 2003-281; s. 138, ch. 2004-5.

648.36 Bail bond agent's records.—Each licensee must maintain in his or her office such records of bail bonds executed or countersigned by him or her to enable the department to obtain all necessary information concerning such bail bonds for at least 3 years after the liability of the surety has been terminated. Such records shall be open to examination, inspection, and photographic reproduction by the department or an authorized representative of the insurer or managing general agent, or agents of the department, at all times, and the department may at any time require the licensee to furnish to it, in such manner or form as it requires, any information concerning the bail bond business of such licensee.

History.—s. 11, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 12, 71, 72, ch. 82-175; ss. 13, 50, 51, ch. 84-103; s. 5, ch. 87-321; s. 83, ch. 89-360; ss. 14, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 14, ch. 96-372; s. 1756, ch. 97-102; s. 10, ch. 2002-260.

Note.—Former s. 903.441.

648.365 Statistical reporting requirements; penalty for failure to comply.—

(1) Each insurer and each bail bond agent who writes bail bonds in this state, shall maintain and transmit the following information, based on their Florida bail bond business, to the department or office when requested and shall report the information separately for each company represented but only insurers shall report the information specified in paragraphs (a), (l), and (m):

- (a) Commissions paid.
- (b) The number of, and the total dollar amount of, bonds executed.
- (c) The number of, and the total dollar amount of, bonds declared forfeited.
- (d) The number of, and the total dollar amount of, forfeitures discharged, remitted, or otherwise recovered prior to payment for any reason.
- (e) The number of, and the total dollar amount of, forfeitures discharged, remitted, or otherwise recovered prior to payment due to the apprehension of the defendant by the bail bond agent.
- (f) The number of, and the total dollar amount of, judgments entered.
- (g) The number of, and the total dollar amount of, forfeitures paid and subsequently recovered from the court by discharge or remission or otherwise.
- (h) A list of every outstanding or unpaid forfeiture, estreature, and judgment, with the case number and the name of the court in which such forfeiture, estreature, or judgment is recorded and the name of each agency or firm that employs the bail bond agent.
- (i) The number of, and the total dollar amount of, bonds for which collateral was accepted.
- (j) The actual realized value of collateral converted, excluding the cost of converting the collateral.
- (k) The cost of converting collateral.
- (l) The underwriting gain or loss.
- (m) The net investment gain or loss allocated to the flow of funds associated with Florida business.
- (n) Such additional information as the department or office may require in order to:
 - 1. Evaluate the reasonableness of rates or assure that such rates are not excessive or unfairly discriminatory.
 - 2. Evaluate the financial condition or trade practices of bail bond agents and sureties executing bail bonds.
 - 3. Evaluate the performance of the commercial bail bond industry in accordance with appropriate criminal justice system goals and standards.

Each bail bond agent shall submit a copy of such information to each insurer he or she represents.

(2) Any person who intentionally fails to provide the information in this section when requested by the department or office, intentionally provides incorrect or misleading information, or intentionally

omits any required information commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

History.—ss. 13, 72, ch. 82-175; ss. 14, 50, 51, ch. 84-103; s. 5, ch. 87-321; s. 84, ch. 89-360; ss. 15, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 15, ch. 96-372; s. 1656, ch. 2003-261.

648.38 Licensure examination for bail bond agents; time; place; fees; scope.—

- (1) Upon approval by the department of a licensure application, the applicant for licensure as a bail bond agent shall appear in person to take a written examination prepared by the department, or by a person designated by the department for that purpose, testing the applicant's ability and qualifications to be a bail bond agent. The department shall determine the minimum performance level required for passage of the examination in order to ensure that the applicant has an adequate level of competence and knowledge of the duties and responsibilities of a bail bond agent.
- (2) The department or a person designated by the department shall provide notice of the time and place of the examination to each applicant for licensure required to take an examination who will be eligible to take the examination as of the examination date. The notice shall be e-mailed to the applicant at the e-mail address shown on his or her application for licensure. Notice shall be deemed given when so mailed.
- (3) Prior to being permitted to take an examination, each applicant must pay the department or a person designated by the department an examination fee. The fee for examination is not refundable.
- (4) The examination shall be held in an adequate and designated examination center in this state.
- (5) The applicant must appear in person and take the examination for licensure at the time and place specified in the written notice.
- (6) The examination shall be conducted by an employee of the department or a person designated by the department for that purpose.
- (7) All examinations shall be given and graded in a fair and impartial manner and without unfair discrimination in favor of or against any particular applicant.
- (8) The scope of the examination shall be as broad as the bail bond business.

(9) Failure of the applicant to secure approval of the department does not preclude him or her from applying for licensure as many times as he or she desires, but an application may not be considered by the department within 30 days after the date upon which the department denied the last application.

(10) Any bail bond agent who successfully passes an examination and is subsequently licensed as a bail bond agent must be appointed within 48 months after the date of licensure or be subject to another examination unless failure to be so appointed was due to military service, in which case the period of time in which another examination is not required may, in the department's discretion, be extended to 12 months following the date of discharge from military service, if the military service does not exceed 3 years. An extension of more than 6 years may not be granted under this subsection.

History.—s. 10, ch. 29621, 1955; s. 7, ch. 59-326; s. 13, ch. 61-406; s. 2, ch. 61-119; s. 26, ch. 65-269; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339, s. 3, ch. 76-168; s. 1, ch. 77-457; s. 21, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 16, 50, 51, ch. 84-103; s. 24, ch. 85-208; s. 5, ch. 87-321; s. 60, ch. 88-166; ss. 17, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 17, ch. 96-372; s. 23, ch. 2001-142; s. 55, ch. 2012-209.

Note.—Former s. 903.46.

648.381 Reexamination.—Any applicant for licensure who has taken an examination and failed to make a passing grade, has failed to appear for the examination, or has failed to take or complete the examination at the time and place specified in the notice of the department may take additional examinations upon the filing of an application for reexamination, with applicable fees. The failure of an applicant to pass an examination or the failure to appear for the examination or to take or complete the examination does not preclude the applicant from taking subsequent examinations. A person who fails an examination three times must retake the 120-hour course and obtain a grade of 80 percent or higher before sitting for the examination again.

History.—ss. 18, 47, ch. 90-131; s. 4, ch. 91-429; s. 18, ch. 96-372; s. 11, ch. 2002-260.

648.382 Appointment of bail bond agents and temporary bail bond agents; effective date of appointment.—

(1) Each insurer appointing a bail bond agent and each insurer, managing general agent, or bail bond agent appointing a temporary bail bond agent in this state must file the appointment with the department and, at the same time, pay the applicable appointment fees and taxes. A person appointed under this section must hold a valid bail bond agent's or temporary bail bond agent's license.

(2) Prior to any appointment, an appropriate officer or official of the appointing insurer in the case of a bail bond agent or an insurer, managing general agent, or bail bond agent in the case of a temporary bail bond agent must submit:

(a) A certified statement or affidavit to the department stating what investigation has been made concerning the proposed appointee and the proposed appointee's background and the appointing person's opinion to the best of his or her knowledge and belief as to the moral character and reputation of the proposed appointee. In lieu of such certified statement or affidavit, by authorizing the effectuation of an appointment for a licensee, the appointing entity certifies to the department that such investigation has been made and that the results of the investigation and the appointing person's opinion is that the proposed appointee is a person of good moral character and reputation and is fit to engage in the bail bond business;

(b) An affidavit under oath on a form prescribed by the department, signed by the proposed appointee, stating that premiums are not owed to any insurer and that the appointee will discharge all outstanding forfeitures and judgments on bonds previously written. If the appointee does not satisfy or discharge such forfeitures or judgments, the former insurer shall file a notice, with supporting documents, with the appointing insurer, the former agent, and the department, stating under oath that the licensee has failed to timely satisfy forfeitures and judgments on bonds written and that the insurer has satisfied the forfeiture or judgment from its own funds. Upon receipt of such notification and supporting documents, the appointing insurer shall immediately cancel the licensee's appointment. The licensee may be reappointed only upon certification by the former insurer that all forfeitures and judgments on bonds written by the licensee have been discharged. The appointing insurer or former agent may, within 10 days, file a petition with the department seeking relief from this paragraph. Filing of the petition stays the duty of the appointing insurer to cancel the appointment until the department grants or denies the petition; and

(c) Any other information that the department reasonably requires concerning the proposed appointee.

(3) By authorizing the effectuation of an appointment for a licensee, the appointing insurer certifies to the department that the insurer will be bound by the acts of the bail bond agent acting within the scope of his or her appointment, and, in the case of a temporary bail bond agent, the appointing insurer, managing general agent, or bail bond agent, as the case may be, must certify to the department that he or she will supervise the temporary bail bond agent's activities.

(4) Each appointing insurer, managing general agent, or bail bond agent must advise the department in writing within 5 days after receiving notice or learning that an appointee has been arrested for, pled guilty or nolo contendere to, or been found guilty of, a felony or other offense punishable by imprisonment of 1 year or more under the law of any jurisdiction, whether judgment was entered or withheld by the court.

(5) A list of current appointments must be submitted to the department each month but in no case later than 45 days after the date of appointment. All appointments are effective as of the date indicated on the appointment form.

(6) Failure to notify the department within the required time period shall result in the appointing entity being assessed a delinquent fee of \$250. Delinquent fees shall be paid by the appointing entity and shall not be charged to the appointee.

History.—ss. 19, 47, ch. 90-131; s. 4, ch. 91-429; s. 19, ch. 96-372; s. 12, ch. 2002-260; s. 78, ch. 2003-267; s. 69, ch. 2003-281.

648.383 Renewal, continuation, reinstatement, and termination of appointment; bail bond agents.—

(1) The appointment of a bail bond agent shall continue in force unless suspended, revoked, or otherwise terminated, subject to a renewal request filed by the appointing entity in the appointee's birth month and every 24 months thereafter. A renewal request must be filed with the department or person designated by the department to administer appointments along with payment of the renewal appointment fee and taxes as prescribed in s. 624.501.

(2) Each appointing person or person designated by the department to administer appointments must file the lists, statement, and information as to each bail bond agent whose appointment is being renewed, accompanied by payment of the applicable renewal fees and taxes as prescribed in s. 624.501.

(3) An appointment may be renewed without penalty if the information required under subsection (2) is received prior to the expiration of the appointment in the licensee's birth month, and such appointment shall be renewed, effective on the first day of the month succeeding the month in which the appointment was scheduled to expire.

(4) If the information required under subsection (2) is received after the renewal date, the appointment may be renewed if the appointment, late filing, continuation, and reinstatement fees accompany the application as required under s. 624.501.

History.—ss. 20, 47, ch. 90-131; s. 4, ch. 91-429; s. 20, ch. 96-372; s. 13, ch. 2002-260; s. 79, ch. 2003-267; s. 70, ch. 2003-281.

648.384 Effect of expiration of appointment; bail bond agents.—

(1) Upon the expiration of any person's appointment as provided in s. 648.383, such person is without any authority to engage or attempt to engage in any activity requiring such appointment.

(2) If a bail bond agent fails to maintain an appointment with an insurer during any 48-month period, the bail bond agent may not be granted a reappointment until he or she qualifies as a first-time applicant.

History.—ss. 21, 47, ch. 90-131; s. 4, ch. 91-429; s. 21, ch. 96-372; s. 24, ch. 2001-142; s. 14, ch. 2002-260.

648.385 Continuing education required; requirements.—

(1) The purpose of this section is to establish requirements and standards for continuing education courses for persons authorized to write bail bonds in this state.

(2) Each person subject to this chapter must complete a minimum of 14 hours of continuing education courses every 2 years as specified in s. 626.2815.

History.—s. 22, ch. 96-372; s. 15, ch. 2002-260; s. 56, ch. 2012-209.

648.387 Primary bail bond agents; duties.—

(1) The owner or operator of a bail bond agency shall designate a primary bail bond agent for each location, and shall file with the department the name and license number of the person and the address of the location on a form approved by the department. The designation of the primary bail bond agent may be changed if the department is notified immediately. Failure to notify the department within 10 working days after such change is grounds for disciplinary action pursuant to s. 648.45.

(2) The primary bail bond agent is responsible for the overall operation and management of a bail bond agency location, whose responsibilities may include, without limitations, hiring and supervising of all individuals within the location, whether they deal with the public in the solicitation or negotiation of bail bond contracts or in the collection or accounting of moneys. A person may be designated as primary bail bond agent for only one location.

(3) The department may suspend or revoke the license of the owner, operator, and primary bail bond agent if a bail bond agency employs, contracts with, or uses the services of a person who has had a license denied or whose license is currently suspended or revoked. However, a person who has been denied a license for failure to pass a required examination may be employed to perform clerical or administrative functions for which licensure is not required.

(4) An owner, operator, or primary agent may not employ, contract with, or use the services of any person in a bail bond agency who has been charged with, found guilty of, or pled guilty or nolo contendere to a felony or a crime punishable by imprisonment of 1 year or more under the law of any jurisdiction, without regard to whether judgment was entered or withheld by the court.

(5) A bail bond agency location may not conduct surety business unless a primary bail bond agent is designated at all times. The failure to designate a primary agent on a form prescribed by the department, within 10 working days after an agency's inception or a change of primary agent, is a violation of this chapter, punishable as provided in s. 648.45.

History.—s. 17, ch. 2002-260.

648.388 Insurer must appoint managing general agent.—Any insurer regularly engaged in the execution of bail bonds in this state shall have a managing general agent in this state to supervise its agents. Upon the appointment of a managing general agent, the insurer shall file with the department an affidavit under oath, executed by the appointee, certifying that the appointee does not owe any unpaid premiums to any insurer and does not have any unpaid judgments or forfeitures in any state. A managing general agent shall maintain an office in this state and maintain all records relating to bonds issued in this state.

History.—ss. 3, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 22, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 18, ch. 2002-260.

648.39 Termination of appointment of managing general agents, bail bond agents, and temporary bail bond agents.—

(1) An insurer who terminates the appointment of a managing general agent, bail bond agent, or temporary bail bond agent shall, within 10 days after such termination, file written notice thereof with the department together with a statement that it has given or mailed notice to the terminated agent. Such notice filed with the department must state the reasons, if any, for such termination. Information so furnished the department is confidential and exempt from the provisions of s. 119.07(1).

(2) Each insurer shall, within 5 days after terminating the appointment of any managing general agent, bail bond agent, or temporary bail bond agent, give written notice thereof to each clerk of the circuit court and sheriff with whom such person is registered.

(3) An insurer that terminates the appointment of a managing general agent, bail bond agent, or temporary bail bond agent may authorize such person to continue to attempt the arrest and surrender of a defendant for whom a surety bond had been written by the bail bond agent prior to termination and to seek discharge of forfeitures and judgments as provided in chapter 903.

History.—s. 11, ch. 29621, 1955; s. 8, ch. 59-326; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 16, 71, 72, ch. 82-175; ss. 18, 50, 51, ch. 84-103; s. 5, ch. 87-321; s. 61, ch. 88-166; s. 85, ch. 89-360; ss. 23, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 5, ch. 93-119; s. 24, ch. 96-372; s. 405, ch. 96-406; s. 19, ch. 2002-260.

Note.—Former s. 903.47.

648.40 Application for appointment of professional bail bond agents; termination.—

(1) Upon licensure as a professional bail bond agent, the licensee shall file an application for appointment with the department together with the required appointment fees and taxes as prescribed in s. 624.501.

(2) Any professional bail bond agent who discontinues writing bail bonds during the period for which he or she is appointed must notify each clerk of the circuit court and each sheriff with whom he or she is registered and the department within 30 days after such discontinuance.

History.—s. 12, ch. 29621, 1955; s. 9, ch. 59-326; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 24, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 25, ch. 96-372.

Note.—Former s. 903.48.

648.41 Termination of appointment of temporary bail bond agents.—A bail bond agent, insurer, or managing general agent terminating the appointment of a temporary bail bond agent must, within 10 days, file written notice thereof with the department, together with a statement that notice has been given or mailed to the temporary bail bond agent. Such notice filed with the department shall state the reasons, if any, for such termination. Information so furnished the department is confidential and exempt from the provisions of s. 119.07(1).

History.—s. 13, ch. 29621, 1955; s. 10, ch. 59-326; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 18, 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 25, ch. 85-

208; s. 5, ch. 87-321; s. 86, ch. 89-360; ss. 25, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 6, ch. 93-119; s. 26, ch. 96-372; s. 406, ch. 96-406; s. 20, ch. 2002-260.

Note.—Former s. 903.49.

648.42 Registration of bail bond agents.—A bail bond agent may not become a surety on an undertaking unless he or she has registered in the office of the sheriff and with the clerk of the circuit court in the county in which the bail bond agent resides. The bail bond agent may register in a like manner in any other county, and any bail bond agent shall file a certified copy of his or her appointment by power of attorney from each insurer which he or she represents as a bail bond agent with each of such officers. Registration and filing of a certified copy of renewed power of attorney shall be performed by April 1 of each odd-numbered year. The clerk of the circuit court and the sheriff shall not permit the registration of a bail bond agent unless such bail bond agent is currently licensed and appointed by the department. Nothing in this section shall prevent the registration of a temporary licensee at the jail for the purposes of enabling the licensee to perform the duties under such license as set forth in this chapter.

History.—s. 14, ch. 29621, 1955; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 19, 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 1, ch. 86-151; s. 5, ch. 87-321; ss. 26, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 27, ch. 96-372.

Note.—Former s. 903.50.

648.421 Notice of change of address or telephone number.—Each licensee under this chapter shall notify in writing the department, insurer, managing general agent, and the clerk of each court in which the licensee is registered within 10 working days after a change in the licensee's principal business address or telephone number. The licensee shall also notify the department within 10 working days after a change of the name, address, or telephone number of each agency or firm for which he or she Writes bonds and any change in the licensee's name, home address, e-mail address, or telephone number.

History.—ss. 20, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 27, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 28, ch. 96-372; s. 57, ch. 2012-209.

648.43 Power of attorney; approval by office; filing of copies; notification of transfer bond.—

(1) Every insurer engaged in the writing of bail bonds through bail bond agents in this state shall submit to the office for prior approval a sample power of attorney, which shall be the only form of power of attorney the insurer issues to bail bond agents in this state.

(2) Every professional bail bond agent who authorizes a licensed professional bail bond agent directly employed and appointed by him or her to sign his or her name to bonds must file a copy of the power of attorney given to the appointed professional bail bond agent with the sheriff and the clerk of the circuit court in the county in which he or she resides and with the department. Such power of attorney shall remain in full force and effect until written notice revoking the power of attorney has been received by the above-named officials.

(3) Every bail bond agent who executes or countersigns a transfer bond shall indicate in writing on the bond the name and address of the referring bail bond agent.

History.—s. 15, ch. 29621, 1955; s. 14, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 21, 71, 72, ch. 82-175; ss. 23, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 28, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 29, ch. 96-372; s. 33, ch. 2014-123.

Note.—Former s. 903.51.

648.44 Prohibitions; penalty.—

(1) A bail bond agent or temporary bail bond agent may not:

(a) Suggest or advise the employment of, or name for employment, any particular attorney to represent his or her principal.

(b) Directly or indirectly solicit business in or on the property or grounds of a jail, prison, or other place where prisoners are confined or in or on the property or grounds of any court. The term “solicitation” includes the distribution of business cards, print advertising, or other written or oral information directed to prisoners or potential indemnitors, unless a request is initiated by the prisoner or a potential indemnitor. Permissible print advertising in the jail is strictly limited to a listing in a telephone directory and the posting of the bail bond agent’s or agency’s name, address, and telephone number in a designated location within the jail.

(c) Initiate in-person or telephone solicitation after 9:00 p.m. or before 8:00 a.m., in the case of domestic violence cases, at the residence of the detainee or the detainee’s family. Any solicitation not prohibited by this chapter must comply with the telephone solicitation requirements in ss. 501.059(2) and (4), 501.613, and 501.616(6).

(d) Wear or display any identification other than the department issued or approved license or approved department identification, which includes a citation of the licensee’s arrest powers, in or on the property or grounds of a jail, prison, or other place where prisoners are confined or in or on the property or grounds of any court.

(e) Pay a fee or rebate or give or promise anything of value to a jailer, police officer, peace officer, or committing trial court judge or any other person who has power to arrest or to hold in custody or to any

public official or public employee in order to secure a settlement, compromise, remission, or reduction of the amount of any bail bond or estreatment thereof.

(f) Pay a fee or rebate or give anything of value to an attorney in a bail bond matter, except in defense of any action on a bond.

(g) Pay a fee or rebate or give or promise anything of value to the principal or anyone in his or her behalf.

(h) Participate in the capacity of an attorney at a trial or hearing of one on whose bond he or she is surety.

(i) Loiter in or about a jail, courthouse, or where prisoners are confined.

(j) Accept anything of value from a principal for providing a bail bond except the premium and transfer fee authorized by the office, except that the bail bond agent may accept collateral security or other indemnity from the principal or another person in accordance with the provisions of s. 648.442, together with documentary stamp taxes, if applicable. No fees, expenses, or charges of any kind shall be permitted to be deducted from the collateral held or any return premium due, except as authorized by this chapter or rule of the department or commission. A bail bond agent may, upon written agreement with another party, receive a fee or compensation for returning to custody an individual who has fled the jurisdiction of the court or caused the forfeiture of a bond.

(k) Write more than one power of attorney per charge on a bond, except in the case of a cosurety, unless the power of attorney prohibits a cosurety.

(l) Execute a bond in this state on his or her own behalf.

(m) Execute a bond in this state if a judgment has been entered on a bond executed by the bail bond agent, which has remained unpaid for 35 days, unless the full amount of the judgment is deposited with the clerk in accordance with s. 903.27(5).

(n) Make a statement or representation to a court, unless such statement or representation is under oath. Such statement or representation may not be false, misleading, or deceptive.

(o) Attempt to collect, through threat or coercion, amounts due for the payment of any indebtedness related to the issuance of a bail bond in violation of s. 559.72.

(p) Conduct bail bond business with any person, other than the defendant, on the grounds of the jail or courthouse for the purpose of executing a bond.

(2) The following persons or classes shall not be bail bond agents, temporary bail bond agents, or employees of a bail bond agent or a bail bond business and shall not directly or indirectly receive any benefits from the execution of any bail bond:

(a) Jailers or persons employed in any jail.

- (b) Police officers or employees of any police department or law enforcement agency.
 - (c) Committing trial court judges, employees of a court, or employees of the clerk of any court.
 - (d) Sheriffs and deputy sheriffs or employees of any sheriff's department.
 - (e) Attorneys.
 - (f) Persons having the power to arrest or persons who have authority over or control of federal, state, county, or municipal prisoners.
- (3) A bail bond agent may not sign or countersign in blank any bond, give a power of attorney to, or otherwise authorize, anyone to countersign his or her name to bonds unless the person so authorized is a licensed and appointed bail bond agent directly employed by the bail bond agent giving such power of attorney.
- (4) A place of business, including a branch office, may not be established, opened, or maintained unless it is under the active full-time charge of a licensed and appointed bail bond agent.
- (5) Except as between licensed and appointed bail bond agents, a bail bond agent may not divide with others, or share in, any commissions payable on account of any bail bond.
- (6)(a) No bail bond agency shall advertise as or hold itself out to be a bail bond or surety company.
- (b) Any misleading or false advertisement or deceptive trade practice is prohibited as provided in part IX of chapter 626.
- (c) The advertisement of reduced premium rates is prohibited.
- (d) After October 1, 2002, a bail bond agency may not use a name that implies a reduced rate of premium.
- (e)1. A bail bond agent may not make material misrepresentations or omissions in statements or use advertisements that constitute material misrepresentations of facts, create unjust expectations concerning services, or make improper comparisons.
2. Bail bond agents may not own or advertise under firm names that are false, misleading, or deceptive, or use trade names that imply a connection with any government agency.
3. A bail bond agent may not use any advertisement or advertise under any name that includes the word "free".

4. A bail bond agent may not advertise under a trade name unless the name and address appear on the agent's letterhead or business cards. Such name must be registered with the department.

(7) Any permissible advertising by a bail bond agent or agency must include the address of record filed with the department.

(8)(a) A person who has been convicted of or who has pleaded guilty or no contest to a felony or a crime involving moral turpitude or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, regardless of whether adjudication of guilt was withheld, may not act in any capacity for a bail bond agency or participate as a director, officer, manager, agent, contractor, or employee of any bail bond agency or office thereof or exercise direct or indirect control in any manner in such agency or office or own shares in any closely held corporation which has any interest in any bail bond business. Such restrictions on engaging in the bail bond business shall continue to apply during a pending appeal.

(b) Any person who violates the provisions of paragraph (a) or any person who knowingly permits a person who has been convicted of or who has pleaded guilty or no contest to a crime as described in paragraph (a) to engage in the bail bond business as prohibited in paragraph (a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) Any law enforcement agency, state attorney's office, court clerk, or insurer that is aware that a bail bond agent or temporary bail bond agent has been convicted of or who has pleaded guilty or no contest to a crime as described in paragraph (a) shall notify the department of this fact.

(d) Upon the filing of an information or indictment against a bail bond agent or temporary bail bond agent, the state attorney or clerk of the circuit court shall immediately furnish the department a certified copy of the information or indictment.

(9)(a) Any person who violates any provisions of paragraph (1)(e), paragraph (1)(f), paragraph (1)(g), paragraph (1)(j), or paragraph (1)(n), or subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) Any person who violates the provisions of paragraph (1)(a), paragraph (1)(b), paragraph (1)(c), paragraph (1)(h), paragraph (1)(k), paragraph (1)(m), paragraph (1)(o), paragraph (1)(p), subsection (3), subsection (4), or subsection (5) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 16, ch. 29621, 1955; s. 177, ch. 70-339; s. 26, ch. 73-334; s. 3, ch. 76-168; s. 1, ch. 77-119; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 22, 71, 72, ch. 82-175; ss. 24, 50, 51, ch. 84-103; s. 26, ch. 85-208;

s. 5, ch. 87-321; s. 87, ch. 89-360; ss. 29, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 30, ch. 96-372; s. 29, ch. 97-93; s. 1757, ch. 97-102; s. 2, ch. 99-303; s. 10, ch. 2001-64; s. 21, ch. 2002-260; s. 1658, ch. 2003-261; s. 13, ch. 2004-11; s. 4, ch. 2021-185.

Note.—Former s. 903.52.

648.441 Furnishing supplies to unlicensed bail bond agent prohibited; civil liability and penalty.—

(1) An insurer, managing general agent, bail bond agent, or temporary bail bond agent appointed under this chapter may not furnish to any person any blank forms, applications, stationery, business card, or other supplies to be used in soliciting, negotiating, or effecting bail bonds until such person has received from the department a license to act as a bail bond agent and is appointed by the insurer. This section does not prohibit an unlicensed employee, under the direct supervision and control of a licensed and appointed bail bond agent, from possessing or executing in the bail bond agency, any forms, except for powers of attorney, bond forms, and collateral receipts, while acting within the scope of his or her employment.

(2) Any insurer, licensee, or appointee who furnishes to any bail bond agent or other person not named or appointed by the insurer represented any of the supplies mentioned in subsection (1) and accepts any bail bond business from or writes any bail bond business for such bail bond agent, person, or agency is subject to civil liability to any insured of such insurer or indemnitor to the same extent and in the same manner as if such bail bond agent or other person had been appointed or authorized by the insurer, managing general agent, or bail bond agent to act in its or his or her behalf by the department.

(3) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, except that the violator is subject to a fine not to exceed \$5,000 in addition to, or in lieu of, any term of imprisonment.

History.—ss. 23, 72, ch. 82-175; s. 140, ch. 83-216; ss. 25, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 30, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 31, ch. 96-372; s. 22, ch. 2002-260.

648.442 Collateral security.—

(1) Collateral security or other indemnity accepted by a bail bond agent, except a promissory note or an indemnity agreement, shall be returned upon final termination of liability on the bond. Such collateral security or other indemnity required by the bail bond agent must be reasonable in relation to the amount of the bond. Collateral security may not be used by the bail bond agent for personal benefit or gain and must be returned in the same condition as received. A bail bond agent may accept collateral security in excess of \$50,000 cash per bond, provided any amount over \$50,000 cash is payable to the insurer in the form of a cashier's check, United States postal money order, certificates of deposit, or wire transfer and is

remitted to and held by the insurer. A copy of IRS Form 8300 must be retained as part of the defendant's file if it is otherwise required. A quitclaim deed for property may not be taken as collateral. Other acceptable forms of security or indemnity may consist of the following:

- (a) A promissory note;
- (b) An indemnity agreement;
- (c) A real property mortgage in the name of the insurer;
- (d) Any Uniform Commercial Code filing; or
- (e) Any other type of security approved by the department. The department may approve other security only if, after considering the liquidity and other characteristics of the security, it determines that the security is of a type which increases the probability that the defendant will in fact appear in court or increases the probability that the defendant will be subsequently apprehended by the bail bond agent.

(2) When a bail bond agent accepts collateral, a written, numbered receipt shall be given, and this receipt shall give in detail a full account of the collateral received. The bail bond agent shall also give copies of documents rendered under subsection (1) to the indemnitor.

(3) Collateral security shall be received and held in the insurer's name by the bail bond agent in a fiduciary capacity and, prior to any forfeiture of bail, shall be kept separate and apart from any other funds or assets of such bail bond agent. When collateral security in excess of \$5,000 cash or its equivalent is received by a bail bond agent, the entire amount shall be immediately forwarded to the insurer. Such collateral security may be placed in an interest-bearing account to accrue to the benefit of the person giving the collateral security, and the bail bond agent, insurer, or managing general agent may not make any pecuniary gain on the collateral security deposited. Any such account shall be in a depository office of a financial institution located in this state. The insurer shall be liable for all collateral received. If the bail bond agent or managing general agent fails to return the collateral to the indemnitor upon final termination of liability on the bond, the surety shall be liable for the collateral and shall return the actual collateral to the indemnitor or, in the event that the surety cannot locate the collateral, the surety shall pay the indemnitor pursuant to the provisions of this section.

(4) When the obligation of the surety on the bond or bonds has been released in writing by the court, the collateral shall be returned to the rightful owner named in the collateral receipt unless another disposition is provided for by legal assignment of the right to receive the collateral to another person.

(5) If a forfeiture occurs, the agent or insurer shall give 10 days' written notice of intent to convert the collateral deposit into cash to satisfy the forfeiture to the indemnitor and principal. Notice shall be sent by certified mail to the last known address of the indemnitor and principal.

(6) The bail bond agent or insurer must convert the collateral to cash within a reasonable period of time and return that which is in excess of the face value of the bond minus the actual and reasonable expenses of converting the collateral to cash. In no event shall these expenses exceed 20 percent of the face value of the bond. However, upon motion and proof that the actual, reasonable expenses exceed 20 percent, the court may allow recovery of the full amount of such actual, reasonable expenses. If there is a remission of a forfeiture, which had required the surety to pay the bond to the court, the surety shall pay to the indemnitor the value of any collateral received for the bond, minus any actual expenses and costs permitted herein.

(7) No bail bond agent or insurer shall solicit or accept a waiver of any of the provisions of this section or enter into any agreement as to the value of the collateral.

(8) Prior to the appointment of a bail bond agent who is currently or was previously appointed by another insurer, the bail bond agent must file with the department a sworn and notarized affidavit, on a form prescribed by the department, stating that:

(a) There has been no loss, misappropriation, conversion, or theft of any collateral being held by the agent in trust for any insurer by which the agent is currently or was previously appointed; and

(b) All collateral being held in trust by the agent and all records for any insurer by which the agent is currently or was previously appointed are available for immediate audit and inspection by the department, the insurer, or the managing general agent, and will upon demand of the department or insurer be transmitted to the insurer for whom the collateral is being held in trust.

(9) The department shall establish by rule the form of the affidavit and the statement identifying the amount and source of the security as specified in s. 903.14.

(10) An indemnity agreement may not be entered into between a principal and either a surety or any agent of the surety, and an application may not be accepted either by a bail bond agent engaged in the bail bond business or by a surety company for a bail bond in which an indemnity agreement is required between a principal and either a surety or any agent of such surety, unless the indemnity agreement reads as follows: "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 Financial Services.”

(11) Any person who violates this section is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—ss. 24, 72, ch. 82-175; s. 141, ch. 83-216; ss. 26, 50, 51, ch. 84-103; s. 2, ch. 86-151; ss. 1, 5, ch. 87-321; ss. 31, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 32, ch. 96-372; s. 1, ch. 98-39; s. 23, ch. 2002-260; s. 1659, ch. 2003-261.

648.4425 Notice.—

(1) Upon issuing a bond, the bail bond agent shall provide to the principal and, if applicable, to the party rendering collateral or indemnifying the surety an informational notice which shall include:

- (a) A statement noting with particularity the restrictions, if any, placed on the principal as a condition of the bond;
- (b) A statement of the bail bond agent’s powers relating to the cancellation of the bond and recommitment of the principal; and
- (c) The name, address, and telephone number of the department for complaints or inquiries.

(2) Any bail bond agent that surrenders or recommits a defendant must provide the defendant with a statement of surrender on a department-prescribed form. The statement must be signed by the agent and must state the reason for surrender. The statement must be attached to the surrender form with a copy provided to the defendant and a copy maintained by the agent in the defendant’s file.

(3) The department shall prescribe forms to administer this section.

History.—ss. 2, 4, ch. 87-321; ss. 32, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 33, ch. 96-372; s. 20, ch. 2000-370; s. 24, ch. 2002-260.

648.45 Actions against a licensee; suspension or revocation of eligibility to hold a license.—

(1) The department shall, upon receipt of an information or indictment, immediately temporarily suspend any license or appointment issued under this chapter when the licensee has been charged with a felony or a crime involving moral turpitude or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country. Such suspension shall continue if the licensee has been found guilty of, or has pleaded guilty or no contest to, the crime, whether or not a judgment or conviction has been entered, during a pending appeal. A person may not effect any additional bail bonds after

suspension of his or her license or appointment. However, he or she may discharge any liability on bonds effected prior to such suspension.

- (2) The department shall deny, suspend, revoke, or refuse to renew any license or appointment issued under this chapter or the insurance code, and it shall suspend or revoke the eligibility of any person to hold a license or appointment under this chapter or the insurance code, for any violation of the laws of this state relating to bail or any violation of the insurance code or if the person:
- (a) Lacks one or more of the qualifications specified in this chapter for a license or appointment.
 - (b) Has made a material misstatement, misrepresentation, or fraud in obtaining a license or appointment, or in attempting to obtain a license or appointment.
 - (c) Has failed to pass any examination required under this chapter.
 - (d) Has willfully used, or intended the use, of the license or appointment to circumvent any of the requirements or prohibitions of this chapter or the insurance code.
 - (e) Has demonstrated lack of fitness or trustworthiness to engage in the bail bond business.
 - (f) Has demonstrated lack of reasonably adequate knowledge and technical competence to engage in the transactions authorized by the license or appointment.
 - (g) Has engaged in fraudulent or dishonest practices in the conduct of business under the license or appointment.
 - (h) Is guilty of misappropriation, conversion, or unlawful withholding of moneys belonging to a surety, a principal, or others and received in the conduct of business under a license.
 - (i) Is guilty of rebating or offering to rebate, or unlawfully dividing or offering to divide, any commission, in the case of a limited surety agent, or premiums, in the case of a professional bail bond agent.
 - (j) Has willfully failed to comply with or willfully violated any proper order or rule of the department or willfully violated any provision of this chapter or the insurance code.
 - (k) Has been found guilty of, or has pleaded guilty or no contest to a felony, a crime involving moral turpitude, or a crime punishable by imprisonment of 1 year or more under the law of any state, territory, or country, whether or not a judgment or conviction has been entered.
 - (l) Has demonstrated lack of good faith in carrying out contractual obligations and agreements.
 - (m) Has failed to perform a contractual obligation or agreement with a managing general agent or insurer which results in an unrecovered loss due to nonpayment of a forfeiture or judgment by the licensee.
 - (n) Has failed to return collateral.

- (o)1. Has signed and filed a report or record in the capacity of an agent which the licensee knows to be false or misleading;
2. Has willfully failed to file a report or record required by state or federal law;
3. Has willfully impeded or obstructed such filing; or
4. Has induced another person to impede or obstruct such filing.

Such reports or records shall include only those that are signed in the capacity of a licensed agent.

(p) Has demonstrated a course of conduct or practices which indicate that the licensee is incompetent, negligent, or dishonest or that property or rights of clients cannot safely be entrusted to him or her.

(3) The department may deny, suspend, revoke, or refuse to renew any license or appointment issued under this chapter or the insurance code, or it may suspend or revoke the eligibility of any person to hold a license or appointment under this chapter or the insurance code, for any violation of the laws of this state relating to bail or any violation of the insurance code or for any of the following causes:

- (a) A cause for which issuance of the license or appointment could have been refused had it then existed and been known to the department.
- (b) Cheating on an examination required for licensure or violating test center rules or examination procedures published orally or in writing at the test site by authorized representatives of the examination program administrator. Communication of test center rules and examination procedures must be clearly established and documented.
- (c) Violation of any law relating to the business of bail bond insurance or violation of any provision of the insurance code.
- (d) Failure or refusal, upon demand, to pay over to any insurer the bail bond agent represents or has represented any money coming into his or her hands which money belongs to the insurer.
- (e) Being found to be a source of injury or loss to the public or detrimental to the public interest or being found by the department to be no longer carrying on the bail bond business in good faith.
- (f) Interfering or attempting to interfere with the administration of justice.

(4) Any licensee found to have violated s. 648.44(1)(b), (d), or (i) shall, at a minimum, be suspended for a period of 3 months. A greater penalty, including revocation, shall be imposed if there is a willful or repeated violation of s. 648.44(1)(b), (d), or (i), or the licensee has committed other violations of this chapter.

(5) Grounds for revocation of the license or appointment exist when any licensee is adjudged bankrupt or insolvent.

(6) Suspension, revocation, and refusal to renew a license or appointment issued under this chapter is subject to the procedures provided in s. 648.46.

History.—s. 17, ch. 29621, 1955; s. 3, ch. 57-63; s. 15, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 25, ch. 71-86; s. 167, ch. 73-333; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 25, 71, 72, ch. 82-175; s. 142, ch. 83-216; ss. 27, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 33, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 34, ch. 96-372; s. 30, ch. 97-93; s. 25, ch. 2002-260; s. 139, ch. 2004-5.

Note.—Former s. 903.53.

648.46 Procedure for disciplinary action against licensees.—

(1) The department shall investigate the actions of a licensee when it receives a written complaint containing allegations of fact that, if true, show that a violation of this chapter, or a rule adopted pursuant thereto, has occurred. The department shall also investigate a licensee if the department is made aware that a possible violation of this chapter, or a rule adopted pursuant thereto, has occurred. If the department determines that a violation of this chapter or a violation of a rule adopted pursuant to this chapter has occurred, the department may file a formal complaint against the licensee and prosecute under chapter 120.

(2) Any proceeding for the purpose of summary suspension of a license pursuant to s. 120.60(6) shall be conducted by the department, which shall issue the final summary order.

(3) The complaint and all information obtained pursuant to the investigation of the department are confidential and exempt from the provisions of s. 119.07(1) until such investigation is completed or ceases to be active. For the purpose of this section, an investigation is considered “active” while the investigation is being conducted by the department with a reasonable, good faith belief that it may lead to the filing of administrative, civil, or criminal proceedings. An investigation does not cease to be active if the department is proceeding with reasonable dispatch and there is good faith belief that action may be initiated by the department or other administrative or law enforcement agency.

History.—s. 18, ch. 29621, 1955; s. 16, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 26, ch. 71-86; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 21, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 26, 71, 72, ch. 82-175; ss. 28, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 34, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 7, ch. 93-119; s. 35, ch. 96-372; s. 407, ch. 96-406; s. 289, ch. 96-410.

Note.—Former s. 903.54.

648.48 Witnesses and evidence.—

(1) With respect to the subject of any examination or investigation being conducted by the department, the agent or examiner appointed by the department may administer oaths, examine and cross-examine witnesses, and receive oral and documentary evidence and shall have the power to subpoena witnesses and compel their attendance and testimony and require by subpoena the production of documents or other evidence which is deemed relevant to the inquiry.

(2) If any person refuses to comply with any such subpoena or to testify as to any matter concerning which he or she may be lawfully interrogated, the Circuit Court for Leon County or of the county wherein such examination or investigation is being conducted, or of the county wherein such person resides, on the application of the department may issue an order requiring such person to comply with the subpoena and to testify; and any failure to obey such an order of the court may be punished by the court as a contempt thereof.

(3) Subpoenas shall be served and proof of such service made in the same manner as if issued by a circuit court. Witness fees and mileage, if claimed, shall be allowed the same as for testimony in a circuit court.

(4) Any person willfully testifying falsely under oath as to any matter material to any such examination, investigation, or hearing shall upon conviction thereof be guilty of perjury and shall be punished accordingly.

(5) If any person asks to be excused from attending or testifying or from producing any documents or other evidence in connection with any examination, hearing, or investigation being conducted by the department or its examiner on the ground that the testimony or evidence required of him or her may tend to incriminate him or her or subject him or her to a penalty or forfeiture and shall notwithstanding be directed to give such testimony or produce such evidence, he or she must, if so directed by the department and the Department of Legal Affairs, nonetheless comply with such direction, but he or she shall not thereafter be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he or she may have so testified or produced evidence; and no testimony so given or evidence produced shall be received against him or her upon any criminal action, investigation, or proceeding. However, no person so testifying shall be exempt from prosecution or punishment for any perjury committed by him or her in such testimony, and the testimony or evidence so given or produced shall be admissible against him or her upon any criminal action, investigation, or

proceeding concerning such perjury; nor shall he or she be exempt from the refusal, suspension, or revocation of any license, permission, or authority conferred, or to be conferred, pursuant to this chapter.

(6) Any such individual may execute, acknowledge, and file in the office of the department a statement expressly waiving such immunity or privilege in respect to any transaction, matter, or thing specified in such statement; and thereupon the testimony of such individual or such evidence in relation to such transaction, matter, or thing may be received or produced before any judge or justice, court, tribunal, grand jury, or otherwise; and, if so received or produced, such individual shall not be entitled to any immunity or privileges on account of any testimony he or she may so give or evidence so produced.

(7) Any person who refuses or fails, without lawful cause, to testify relative to the affairs of any person when subpoenaed and requested by the department to so testify commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 18, ch. 61-406; ss. 11, 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 666, ch. 71-136, s. 3, ch. 76-168; s. 1, ch. 77-457; s. 21, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 27, 71, 72, ch. 82-175; ss. 29, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 35, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 36, ch. 96-372.

Note.—Former s. 903.542.

648.49 Duration of suspension or revocation.—

(1) The department shall, in its order suspending a license or appointment or in its order suspending the eligibility of a person to hold or apply for a license or appointment, specify the period during which the suspension is to be in effect, but such period may not exceed 2 years. The license, appointment, or eligibility to hold or apply for a license or appointment remains suspended during the period so specified, subject, however, to any rescission or modification of the order by the department, or modification or reversal thereof by the court, before the expiration of the suspension period. A license or appointment that has been suspended may not be reinstated, nor shall the eligibility to hold such license or appointment be reinstated, except upon the filing and approval of an application for such reinstatement, but the department may not approve an application for such reinstatement if it finds that the circumstances for which the license or appointment was suspended still exist or are likely to recur. In each case involving suspension, the department has the discretion to require the former licensee to successfully complete a basic certification course in the criminal justice system, consisting of not less than 80 hours approved by the department.

(2) Any individual who is licensed under any license which has been revoked or who has had his or her eligibility to hold a license revoked by the department may not apply for another license under this chapter.

(3) During the period of suspension or revocation of the license and until the license is reinstated or a new license is issued, the former licensee may not engage in or attempt to profess to engage in any transaction or business for which a license or appointment is required under this chapter. A person who violates this subsection commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(4) Upon the termination for cause, surrender, suspension pursuant to s. 648.45(2), or revocation of a bail bond agent's license, the appointing insurer or managing general agent shall immediately designate a licensed and appointed bail bond agent to administer all bail bonds previously written by the licensee. History.—s. 19, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 27, ch. 71-86; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 28, 71, 72, ch. 82-175; ss. 30, 50, 51, ch. 84-103; s. 3, ch. 86-151; s. 5, ch. 87-321; ss. 36, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 37, ch. 96-372; s. 34, ch. 2014-123; s. 33, ch. 2019-140.

Note.—Former s. 903.543.

648.50 Effect of suspension, revocation upon associated licenses and licensees.—

(1) Upon the suspension, revocation, or refusal to renew or continue any license or appointment or the eligibility to hold a license or appointment of a bail bond agent or temporary bail bond agent, the department shall at the same time likewise suspend or revoke all other licenses or appointments and the eligibility to hold any other such licenses or appointments which may be held by the licensee under the Florida Insurance Code.

(2) In case of the suspension or revocation of the license or appointment, or the eligibility to hold a license or appointment, of any bail bond agent, the license, appointment, or eligibility of any and all bail bond agents who are members of a bail bond agency, whether incorporated or unincorporated, and any and all temporary bail bond agents employed by such bail bond agency, who knowingly are parties to the act which formed the ground for the suspension or revocation may likewise be suspended or revoked.

(3) No person whose license as a bail bond agent or temporary bail bond agent has been revoked or suspended shall be employed by any bail bond agent, have any ownership interest in any business

involving bail bonds, or have any financial interest of any type in any bail bond business during the period of revocation or suspension.

History.—s. 20, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 28, ch. 71-86; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 21, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 29, 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 37, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 38, ch. 96-372; s. 80, ch. 2003-267; s. 71, ch. 2003-281; s. 126, ch. 2005-2; s. 31, ch. 2005-257.

Note.—Former s. 903.544.

648.51 Surrender of license.—

(1) Though issued to a licensee, all licenses issued under this chapter are at all times the property of the state, and upon notice of any suspension, revocation, refusal to renew, failure to renew, expiration, or other termination of the license, such license shall no longer be in force and effect.

(2) This section shall not be deemed to require the surrender to the department of any license unless such surrender has been requested by the department.

History.—s. 21, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 32, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 38, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 39, ch. 96-372.

Note.—Former s. 903.545.

648.52 Administrative fine.—

(1) If, pursuant to the procedure described in s. 648.46, the department finds that one or more causes exist for the suspension of, revocation of, or refusal to renew or continue any license or appointment issued under this chapter, the department may, in its discretion, in lieu of or in addition to such suspension, revocation, or refusal, and except on a second offense, impose upon the licensee an administrative penalty in an amount up to \$5,000 or, if the department has found willful misconduct or willful violation on the part of the licensee, \$20,000. The administrative penalty may, in the discretion of the department, be increased by an amount equal to any commissions or other pecuniary benefits received by or accruing to the credit of the licensee in connection with any transaction related to the grounds for suspension, revocation, or refusal.

(2) The department may allow the licensee a reasonable period, not to exceed 30 days, within which to pay to the department the amount of the penalty so imposed. If the licensee fails to pay the penalty in its

entirety to the department within the period so allowed, the licenses or appointments of the licensee shall stand suspended, revoked, or renewal or continuation refused, as the case may be, upon expiration of such period.

History.—s. 22, ch. 61-406; s. 2, ch. 61-119; s. 30, ch. 65-269; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 21, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 31, 71, 72, ch. 82-175; ss. 33, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 39, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 26, ch. 2002-260.

Note.—Former s. 903.546.

648.525 Civil assessment.—

(1) The department may initiate a civil administrative proceeding against a licensee who fails to comply with the solicitation requirements of this chapter.

(2) The burden of proof in such proceedings is by a preponderance of the evidence. Upon a finding that a licensee has failed to properly comply, an assessment of \$5,000 shall be ordered for each act of improper solicitation which assessment shall be payable within 30 days after the date of the final order.

(3) The civil assessment is a civil remedy for conduct that harms the consuming public and that is considered an unfair method of competition, and is not a penalty or administrative fine. Remedies under this section are in addition to any other remedies available at law.

History.—s. 27, ch. 2002-260.

648.53 Probation.—

(1) If, pursuant to the procedure described in s. 648.46, the department finds that one or more causes exist for a fine, or for the suspension of, revocation of, or refusal to renew or continue any license or appointment issued under this chapter, the department may, in lieu of or in addition to such suspension, revocation, or refusal or in connection with any administrative monetary penalty imposed under s. 648.52, place the offending licensee on probation for a period, not to exceed 2 years, as specified by the department in its order.

(2) As a condition to such probation or in connection therewith, the department may specify in its order reasonable terms and conditions to be fulfilled by the probationer during the probation period. If during the probation period the department has good cause to believe that the probationer has violated such terms and conditions or any of them, it shall forthwith suspend, revoke, or refuse to renew or continue the license or appointment of the probationer, as upon the original causes referred to in subsection (1).

History.—s. 23, ch. 61-406; ss. 13, 35, ch. 69-106; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 21, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 32, 71, 72, ch. 82-175; ss. 34, 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 40, 46, 47, ch. 90-131; s. 4, ch. 91-429.

Note.—Former s. 903.547.

648.55 All bail bond agents of same agency; licensed by same companies.—All bail bond agents who are members of the same agency, partnership, corporation, or association shall be appointed to represent the same companies. If any member of such agency, partnership, corporation, or association is licensed and appointed as a professional bail bond agent, all members thereof shall be so licensed and appointed. It is the responsibility of each insurer to require that each bail bond agent in an agency is appointed to represent that particular insurer.

History.—s. 20, ch. 29621, 1955; s. 4, ch. 57-63; s. 177, ch. 70-339; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 41, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 40, ch. 96-372.

Note.—Former s. 903.56.

648.57 Penalty.—Any person or corporation, who is found guilty of violating any of the provisions of this chapter commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless a more severe criminal penalty is otherwise provided in this chapter with respect to the specific violation.

History.—s. 22, ch. 29621, 1955; s. 177, ch. 70-339; s. 667, ch. 71-136; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 71, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 42, 46, 47, ch. 90-131; s. 4, ch. 91-429. Note.—Former s. 903.58.

648.571 Failure to return collateral; penalty.—

(1) A bail bond agent who has taken collateral or an insurer or managing general agent who holds collateral as security for a bail bond shall, upon demand, make a written request for a discharge of the bond to be delivered to the surety or the surety's agent. A copy of the written request for discharge must be given to the indemnitor or the person making the request for the collateral, and a copy must be maintained in the agent's file. If a discharge is provided to the surety or the surety's agent pursuant to chapter 903, the collateral shall be returned to the indemnitor within 21 days after the discharge is provided.

(2) Upon demand, following the written request for discharge and upon diligent inquiry by the surety or surety's agent to determine whether the bond has been discharged, the failure of the court to provide a

written discharge to the surety or surety's agent pursuant to chapter 903 within 7 days automatically cancels the bond, and the collateral shall be returned to the indemnitor within 21 days after the written request for discharge.

(3)(a) Fees or charges other than those provided in this chapter or by rule of the department or commission may not be deducted from the collateral due.

(b)1. The bail bond agent may charge the credit card fee imposed in connection with the use of the credit card for payment of collateral if the fee is clearly shown on the collateral receipt and is acknowledged by the person tendering the credit card.

2. The prevailing schedule of credit card fees must be conspicuously posted in the lobby of the bail bond agency, and a copy must be provided to the person tendering the credit card.

(c) Allowable expenses incurred in apprehending a defendant because of a bond forfeiture or judgment under s. 903.29 may be deducted if such expenses are accounted for. The failure to return collateral under these terms is punishable as follows:

1. If the collateral is of a value less than \$100, as provided in s. 775.082(4)(a).
2. If the collateral is of a value of \$100 or more, as provided in s. 775.082(3)(e).
3. If the collateral is of a value of \$1,500 or more, as provided in s. 775.082(3)(d).
4. If the collateral is of a value of \$10,000 or more, as provided in s. 775.082(3)(b).

(4) In addition to the criminal penalties and any other penalties provided in this chapter, the department shall impose against any person violating this section an administrative fine of five times the dollar amount of the collateral.

History.—ss. 36, 72, ch. 82-175; ss. 50, 51, ch. 84-103; s. 5, ch. 87-321; ss. 43, 46, 47, ch. 90-131; s. 4, ch. 91-429; s. 41, ch. 96-372; s. 28, ch. 2002-260; s. 1660, ch. 2003-261; s. 7, ch. 2014-220.

648.58 Injunctive proceedings.—In addition to the penalties and other enforcement provisions of this chapter, if any person violates this chapter or any rule adopted pursuant to this chapter, the department may initiate a proceeding for injunction in the circuit court of the county where such person resides or has his or her principal place of business, and may apply for such temporary and permanent orders as the department deems necessary to restrain such person from committing such violation.

History.—ss. 44, 47, ch. 90-131; s. 4, ch. 91-429; s. 502, ch. 97-102.

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CHAPTER 903

BAIL

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903.011 “Bail” and “bond” defined; general terms.—

- (1) As used in this chapter, the terms “bail” and “bond” include any and all forms of pretrial release.
- (2) Any monetary or cash component of any form of pretrial release may be met by a surety bond.
- (3) Differing monetary amounts may not be set for cash, surety, or other forms of pretrial release.

History.—s. 39, ch. 84-103; s. 2, ch. 2008-224.

903.02 Actions following denial; changes in bail conditions or bond amount; separation by charge or offense.—

(1) If application for bail is made to an authorized court and denied, no court of inferior jurisdiction shall admit the applicant to bail unless such court of inferior jurisdiction is the court having jurisdiction to try the defendant.

(2) No judge of a court of equal or inferior jurisdiction may remove a condition of bail or reduce the amount of bond required, unless such judge:

- (a) Imposed the conditions of bail or set the amount of bond required;
- (b) Is the chief judge of the circuit in which the defendant is to be tried;
- (c) Has been assigned to preside over the criminal trial of the defendant; or
- (d) Is the designee of the chief judge and a judge has not yet been assigned to the criminal trial.

(3) The term “court,” as used in this chapter, includes all state courts.

(4) Any judge setting or granting monetary bail shall set a separate and specific bail amount for each charge or offense. When bail is posted, each charge or offense requires a separate bond.

History.—s. 45, ch. 19554, 1939; CGL 1940 Supp. 8663(45); s. 1, ch. 70-86; s. 1, ch. 77-119; s. 37, ch. 82-175; s. 40, ch. 84-103; s. 1, ch. 2006-279.

903.03 Jurisdiction of trial court to admit to bail; duties and responsibilities of Department of Corrections.—

(1) After a person is held to answer by a trial court judge, the court having jurisdiction to try the defendant shall, before indictment, affidavit, or information is filed, have jurisdiction to hear and decide all preliminary motions regarding bail and production or impounding of all articles, writings, moneys, or other exhibits expected to be used at the trial by either the state or the defendant.

(2)(a) The Department of Corrections shall have the authority on the request of a circuit court when a person charged with a noncapital crime or bailable offense is held, to make an investigation and report to the court, including:

1. The circumstances of the accused's family, employment, financial resources, character, mental condition, and length of residence in the community;
2. The accused's record of convictions, of appearance at court proceedings, of flight to avoid prosecution, or failure to appear at court proceedings; and
3. Other facts that may be needed to assist the court in its determination of the indigency of the accused and whether she or he should be released on her or his own recognizance.

(b) The court shall not be bound by the recommendations.

History.—s. 46, ch. 19554, 1939; CGL 1940 Supp. 8663(46); s. 1, ch. 67-151; s. 21, ch. 70-339; s. 1, ch. 70-439; s. 5, ch. 75-301; s. 13, ch. 77-120; s. 22, ch. 79-3; s. 1474, ch. 97-102; s. 30, ch. 2004-11.

903.035 Applications for bail; information provided; hearing on application for modification; penalty for providing false or misleading information or omitting material information.—

(1)(a) All information provided by a defendant, in connection with any application for or attempt to secure bail, to any court, court personnel, or individual soliciting or recording such information for the purpose of evaluating eligibility for, or securing, bail for the defendant, under circumstances such that the defendant knew or should have known that the information was to be used in connection with an application for bail, shall be accurate, truthful, and complete without omissions to the best knowledge of the defendant.

(b) The failure to comply with the provisions of paragraph (a) may result in the revocation or modification of bail.

(2) An application for modification of bail on any felony charge must be heard by a court in person, at a hearing with the defendant present, and with at least 3 hours' notice to the state attorney.

(3) Any person who intentionally provides false or misleading material information or intentionally omits material information in connection with an application for bail or for modification of bail is guilty of a misdemeanor or felony which is one degree less than that of the crime charged for which bail is sought, but which in no event is greater than a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 39, ch. 82-175; s. 41, ch. 84-103; s. 80, ch. 2004-265.

903.0351 Restrictions on pretrial release pending probation-violation hearing or community-control-violation hearing.—

(1) In the instance of an alleged violation of felony probation or community control, bail or any other form of pretrial release shall not be granted prior to the resolution of the probation-violation hearing or the community-control-violation hearing to:

(a) A violent felony offender of special concern as defined in s. 948.06;

(b) A person who is on felony probation or community control for any offense committed on or after the effective date of this act and who is arrested for a qualifying offense as defined in s. 948.06(8)(c); or

(c) A person who is on felony probation or community control and has previously been found by a court to be a habitual violent felony offender as defined in s. 775.084(1)(b), a three-time violent felony offender as defined in s. 775.084(1)(c), or a sexual predator under s. 775.21, and who is arrested for committing a qualifying offense as defined in s. 948.06(8)(c) on or after the effective date of this act.

(2) Subsection (1) shall not apply where the alleged violation of felony probation or community control is based solely on the probationer or offender's failure to pay costs or fines or make restitution payments.

History.—s. 2, ch. 2007-2; s. 47, ch. 2016-24.

903.045 Nature of criminal surety bail bonds.—It is the public policy of this state and the intent of the Legislature that a criminal surety bail bond, executed by a bail bond agent licensed pursuant to chapter 648 in connection with the pretrial or appellate release of a criminal defendant, shall be construed as a commitment by and an obligation upon the bail bond agent to ensure that the defendant appears at all criminal proceedings for which the surety bond is posted.

History.—s. 40, ch. 82-175; s. 1475, ch. 97-102; s. 1, ch. 2017-168.

903.046 Purpose of and criteria for bail determination.—

(1) The purpose of a bail determination in criminal proceedings is to ensure the appearance of the criminal defendant at subsequent proceedings and to protect the community against unreasonable danger from the criminal defendant.

(2) When determining whether to release a defendant on bail or other conditions, and what that bail or those conditions may be, the court shall consider:

(a) The nature and circumstances of the offense charged.

(b) The weight of the evidence against the defendant.

(c) The defendant's family ties, length of residence in the community, employment history, financial resources, and mental condition.

(d) The defendant's past and present conduct, including any record of convictions, previous flight to avoid prosecution, or failure to appear at court proceedings. However, any defendant who had failed to appear on the day of any required court proceeding in the case at issue, but who had later voluntarily appeared or surrendered, shall not be eligible for a recognizance bond; and any defendant who failed to appear on the day of any required court proceeding in the case at issue and who was later arrested shall not be eligible for a recognizance bond or for any form of bond which does not require a monetary undertaking or commitment equal to or greater than \$2,000 or twice the value of the monetary commitment or undertaking of the original bond, whichever is greater. Notwithstanding anything in this section, the court has discretion in determining conditions of release if the defendant proves circumstances beyond his or her control for the failure to appear. This section may not be construed as imposing additional duties or obligations on a governmental entity related to monetary bonds.

- (e) The nature and probability of danger which the defendant's release poses to the community.
 - (f) The source of funds used to post bail or procure an appearance bond, particularly whether the proffered funds, real property, property, or any proposed collateral or bond premium may be linked to or derived from the crime alleged to have been committed or from any other criminal or illicit activities. The burden of establishing the noninvolvement in or nonderivation from criminal or other illicit activity of such proffered funds, real property, property, or any proposed collateral or bond premium falls upon the defendant or other person proffering them to obtain the defendant's release.
 - (g) Whether the defendant is already on release pending resolution of another criminal proceeding or on probation, parole, or other release pending completion of a sentence.
 - (h) The street value of any drug or controlled substance connected to or involved in the criminal charge. It is the finding and intent of the Legislature that crimes involving drugs and other controlled substances are of serious social concern, that the flight of defendants to avoid prosecution is of similar serious social concern, and that frequently such defendants are able to post monetary bail using the proceeds of their unlawful enterprises to defeat the social utility of pretrial bail. Therefore, the courts should carefully consider the utility and necessity of substantial bail in relation to the street value of the drugs or controlled substances involved.
 - (i) The nature and probability of intimidation and danger to victims.
 - (j) Whether there is probable cause to believe that the defendant committed a new crime while on pretrial release.
 - (k) Any other facts that the court considers relevant.
 - (l) Whether the crime charged is a violation of chapter 874 or alleged to be subject to enhanced punishment under chapter 874 or reclassification under s. 843.22. If any such violation is charged against a defendant or if the defendant is charged with a crime that is alleged to be subject to such enhancement or reclassification, he or she is not eligible for release on bail or surety bond until the first appearance on the case in order to ensure the full participation of the prosecutor and the protection of the public.
 - (m) Whether the defendant, other than a defendant whose only criminal charge is a misdemeanor offense under chapter 316, is required to register as a sexual offender under s. 943.0435 or a sexual predator under s. 775.21; and, if so, he or she is not eligible for release on bail or surety bond until the first appearance on the case in order to ensure the full participation of the prosecutor and the protection of the public.
- History.**—s. 41, ch. 82-175; s. 42, ch. 84-103; s. 4, ch. 86-151; s. 1476, ch. 97-102; s. 1, ch. 2000-178; s. 18, ch. 2008-238; s. 1, ch. 2013-214; s. 2, ch. 2014-201; s. 48, ch. 2016-24; s. 19, ch. 2021-156.

903.047 Conditions of pretrial release.—

- (1) As a condition of pretrial release, whether such release is by surety bail bond or recognizance bond or in some other form, the defendant must:
 - (a) Refrain from criminal activity of any kind.

(b) If the court issues an order of no contact, refrain from any contact of any type with the victim, except through pretrial discovery pursuant to the Florida Rules of Criminal Procedure. An order of no contact is effective immediately and enforceable for the duration of the pretrial release or until it is modified by the court. The defendant shall be informed in writing of the order of no contact, specifying the applicable prohibited acts, before the defendant is released from custody on pretrial release. As used in this section, unless otherwise specified by the court, the term “no contact” includes the following prohibited acts:

1. Communicating orally or in any written form, either in person, telephonically, electronically, or in any other manner, either directly or indirectly through a third person, with the victim or any other person named in the order. If the victim and the defendant have children in common, at the request of the defendant, the court may designate an appropriate third person to contact the victim for the sole purpose of facilitating the defendant’s contact with the children. However, this subparagraph does not prohibit an attorney for the defendant, consistent with rules regulating The Florida Bar, from communicating with any person protected by the no contact order for lawful purposes.

2. Having physical or violent contact with the victim or other named person or his or her property.

3. Being within 500 feet of the victim’s or other named person’s residence, even if the defendant and the victim or other named person share the residence.

4. Being within 500 feet of the victim’s or other named person’s vehicle, place of employment, or a specified place frequented regularly by such person.

(c) Comply with all conditions of pretrial release.

(2) Upon motion by the defendant when bail is set, or upon later motion properly noticed pursuant to law, the court may modify the condition required by paragraph (1)(b) if good cause is shown and the interests of justice so require. The victim shall be permitted to be heard at any proceeding in which such modification is considered, and the state attorney shall notify the victim of the provisions of this subsection and of the pendency of any such proceeding.

History.—s. 43, ch. 84-103; s. 12, ch. 84-363; s. 2, ch. 2006-279; s. 1, ch. 2015-17; s. 1, ch. 2016-204.

903.0471 Violation of condition of pretrial release.—Notwithstanding s. 907.041, a court may, on its own motion, revoke pretrial release and order pretrial detention if the court finds probable cause to believe that the defendant committed a new crime while on pretrial release.

History.—s. 3, ch. 2000-178.

903.05 Qualification of sureties.—A surety for the release of a person on bail, other than a company authorized by law to act as a surety, shall be a resident of the state or own real estate within the state.

History.—s. 48, ch. 19554, 1939; CGL 1940 Supp. 8663(48); s. 21, ch. 70-339.

903.06 Validity of undertaking by minor.—Minors may bind themselves by a bond to secure their release on bail in the same manner as persons sui juris.

History.—s. 49, ch. 19554, 1939; CGL 1940 Supp. 8663(49); s. 21, ch. 70-339.

903.08 Sufficiency of sureties.—The combined net worth of the sureties, exclusive of any other bonds on which they may be principal, or surety and property exempt from execution, shall be at least equal to the amount specified in the undertaking.

History.—s. 51, ch. 19554, 1939; CGL 1940 Supp. 8663(51); s. 22, ch. 70-339.

903.09 Justification of sureties.—

(1) A surety shall execute an affidavit stating that she or he possesses the qualifications and net worth required to become a surety. The affidavit shall describe the surety's property and any encumbrances and shall state the number and amount of any bonds entered into by the surety at any court that remain undischarged.

(2) A bond agent, as defined in s. 648.25(2), shall justify her or his suretyship by attaching a copy of the power of attorney issued by the company to the bond or by attaching to the bond United States currency, a United States postal money order, or a cashier's check in the amount of the bond; but the United States currency, United States postal money order, or cashier's check cannot be used to secure more than one bond. Nothing herein shall prohibit two or more qualified sureties from each posting any portion of a bond amount, and being liable for only that amount, so long as the total posted by all cosureties is equal to the amount of bond required.

History.—s. 52, ch. 19554, 1939; CGL 1940 Supp. 8663(52); s. 1, ch. 57-63; s. 23, ch. 70-339; s. 44, ch. 84-103; s. 5, ch. 86-151; s. 1477, ch. 97-102; s. 1919, ch. 2003-261.

903.101 Sureties; licensed persons; to have equal access.—Subject to rules adopted by the Department of Financial Services and by the Financial Services Commission, every surety who meets the requirements of ss. 903.05, 903.06, 903.08, and 903.09, and every person who is currently licensed by the Department of Financial Services and registered as required by s. 648.42 shall have equal access to the jails of this state for the purpose of making bonds.

History.—s. 1, ch. 61-406; ss. 13, 35, ch. 69-106; s. 24, ch. 70-339; s. 1, ch. 70-439; s. 1920, ch. 2003-261.

903.105 Appearance bonds.—Any criminal defendant who is required to meet monetary bail or bail with any monetary component may satisfy such bail by providing a surety bond as otherwise provided by law or by providing an appearance bond as follows:

(1) Any defendant posting an appearance bond shall apply therefor in writing. Each defendant charged with a felony of the second degree or higher, and each defendant appearing before a court in connection with bail, shall sign the application upon oath in open court.

(2) After the application is completed and the quantity and other conditions of the bond are determined as required by law, the defendant may deposit with the clerk of the court before which the action is pending or with the sheriff, if designated by the clerk, a sum of money equal to 10 percent of the bond and any additional collateral for all or part of the remaining portion of the bond as the court may require.

(3) Upon depositing such sum and additional collateral and agreeing in writing to all nonmonetary conditions of the bond which the court may require, the defendant shall be released from custody subject to all conditions of release imposed by the court.

(4)(a) If the conditions of release have been performed and the defendant has been discharged from all obligations in the action, the clerk of the court shall return to the defendant, unless the court orders otherwise, 75 percent of the 10-percent sum deposited, plus any additional required collateral, and shall retain as bail costs 25 percent of the 10-percent sum deposited. At the request of the defendant, the court may order the amount repayable to the defendant from such deposit to be paid to the defendant's attorney of record.

(b) Moneys retained by the clerk under this provision shall be disbursed as directed by the county commission for law enforcement, criminal justice, and criminal court operations relating to pretrial release, including, but not limited to, screening, supervision, and apprehension, subject to the following conditions:

1. The clerk must receive a sum equal to actual, demonstrable increased costs, if any, attributable to the implementation of this section.

2. Moneys distributed to the sheriff must be used for increased expenditures in connection with the apprehension of defendants who fail to appear as required.

(5) If a final judgment for a fine and court costs, or either a fine or court costs, is entered in an action in which a deposit has been made in accordance with this section, the balance of such deposit, after deduction of bail costs as provided for herein, shall be applied to the satisfaction of the judgment.

(6) In the event that this section becomes effective, the Supreme Court shall promulgate rules as necessary to implement this section.

History.—s. 47, ch. 82-175.

¹**Note.**—Pursuant to s. 73, ch. 82-175, effective “if and only if chapter 648 . . . is . . . repealed, in which event [this] section shall take effect upon the effective date of such repeal.”

903.131 Bail on appeal, revocation; recommission.—If a person admitted to bail on appeal commits and is convicted of a separate felony while free on appeal, the bail on appeal shall be revoked and the defendant committed forthwith.

History.—s. 1, ch. 69-2.

903.132 Bail on appeal; conditions for granting; appellate review.—

(1) No person may be admitted to bail upon appeal from a conviction of a felony unless the defendant establishes that the appeal is taken in good faith, on grounds fairly debatable, and not frivolous. However, in no case shall bail be granted if such person has previously been convicted of a felony, the commission of which occurred prior to the commission of the subsequent felony, and such person's civil rights have not been restored or if other felony charges are pending against the person and probable cause has been found that the person has committed the felony or felonies at the time the request for bail is made.

(2) An order by a trial court denying bail to a person pursuant to the provisions of subsection (1) may be appealed as a matter of right to an appellate court, and such appeal shall be advanced on the calendar of the appellate court for expeditious review.

(3) In no case may an original appearance bond be continued for the appeal. To reflect the increased risk and probability of longer time considerations, there shall be a new undertaking of a bond for the appeal.

History.—s. 1, ch. 69-307; s. 1, ch. 76-138; s. 6, ch. 86-151; s. 1478, ch. 97-102.

903.133 Bail on appeal; prohibited for certain felony convictions.—Notwithstanding s. 903.132, no person shall be admitted to bail pending review either by posttrial motion or appeal if he or she was adjudged guilty of:

(1) A felony of the first degree for a violation of s. 782.04(2) or (3), s. 787.01, s. 794.011(4), s. 806.01, s. 893.13, or s. 893.135;

(2) A violation of s. 794.011(2) or (3); or

(3) Any other offense requiring sexual offender registration under s. 943.0435(1)(h) or sexual predator registration under s. 775.21(4) when, at the time of the offense, the offender was 18 years of age or older and the victim was a minor.

History.—s. 1, ch. 80-72; s. 1, ch. 82-392; s. 1, ch. 83-83; s. 172, ch. 83-216; s. 8, ch. 88-381; s. 2, ch. 89-281; s. 2, ch. 90-225; s. 18, ch. 93-156; s. 10, ch. 99-188; s. 23, ch. 2000-320; s. 5, ch. 2001-236; s. 1, ch. 2002-212; s. 15, ch. 2005-128; s. 46, ch. 2016-105; s. 25, ch. 2017-37; s. 127, ch. 2019-167; s. 1, ch. 2020-83; s. 20, ch. 2021-156.

903.14 Contracts to indemnify sureties.—

(1) A surety shall file with the bond an affidavit stating the amount and source of any security or consideration which the surety or anyone for his or her use has received or been promised for the bond. The affidavit may be filed in person or electronically.

(2) A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only the security or collateral stated in the affidavit.

(3) A limited surety or licensed bond agent may file a statement in lieu of the affidavit required in subsection (1). Such statement must be filed within 30 days from the execution of the undertaking.

History.—s. 57, ch. 19554, 1939; CGL 1940 Supp. 8663(57); s. 1, ch. 65-492; s. 1, ch. 69-151; s. 25, ch. 70-339; s. 1479, ch. 97-102; s. 6, ch. 2013-192.

903.16 Deposit of money or bonds as bail.—

(1) A defendant who has been admitted to bail, or another person in the defendant's behalf, may deposit with the official authorized to take bail money or nonregistered bonds of the United States, the state, or a city, town, or county in the state, equal in market value to the amount set in the order and the

personal bond of the defendant and an undertaking by the depositor if the money or bonds are deposited by another. The sheriff or other officials may remit money or bonds received to the clerk to be held by the clerk pending court action or return to the defendant or depositor. The clerk shall accept money or bonds remitted by the sheriff.

(2) Consent is conclusively presumed for the clerk of the circuit court to sell bonds deposited as bail after forfeiture of the bond.

History.—s. 59, ch. 19554, 1939; CGL 1940 Supp. 8663(59); s. 1, ch. 59-353; s. 26, ch. 70-339; s. 4, ch. 91-306; s. 1480, ch. 97-102.

903.17 Substitution of cash bail for other bail.—When bail other than a deposit of money or bonds has been given, the defendant or the surety may deposit money or bonds as provided in s. 903.16 and have the original bond canceled.

History.—s. 60, ch. 19554, 1939; CGL 1940 Supp. 8663(60); s. 27, ch. 70-339.

903.18 Bail after deposit of money or bonds.—Bail by sureties may be substituted for a deposit of money or bonds as bail any time before a breach of the bond.

History.—s. 61, ch. 19554, 1939; CGL 1940 Supp. 8663(61); s. 28, ch. 70-339.

903.20 Surrender of defendant.—The defendant may surrender himself or herself or a surety may surrender the defendant any time before a breach of the bond.

History.—s. 63, ch. 19554, 1939; CGL 1940 Supp. 8663(63); s. 29, ch. 70-339; s. 1481, ch. 97-102.

903.21 Method of surrender; exoneration of obligors.—

(1) A surety desiring to surrender a defendant shall deliver a copy of the bond and the defendant to the official who had custody of the defendant at the time bail was taken or to the official into whose custody the defendant would have been placed if she or he had been committed. The official shall take the defendant into custody, as on a commitment, and issue a certificate acknowledging the surrender.

(2) When a surety presents the certificate and a copy of the bond to the court having jurisdiction, the court shall order the obligors exonerated and any money or bonds deposited as bail refunded. The surety shall give the state attorney 3 days' notice of application for an order of exoneration and furnish the state attorney a copy of the certificate and bond.

(3) The surety shall be exonerated of liability on the bond if it is determined prior to breach of the bond that the defendant is in any jail or prison and the surety agrees in writing to pay the transportation cost of returning the defendant to the jurisdiction of the court. For purposes of this subsection, "jurisdiction" means within the judicial circuit as prescribed by law.

History.—s. 64, ch. 19554, 1939; CGL 1940 Supp. 8663(64); s. 30, ch. 70-339; s. 34, ch. 73-334; s. 7, ch. 86-151; s. 1482, ch. 97-102; s. 3, ch. 99-303.

903.22 Arrest of principal by surety before forfeiture.—A surety may arrest the defendant before a forfeiture of the bond for the purpose of surrendering the defendant or the surety may authorize a peace officer to make the arrest by endorsing the authorization on a certified copy of the bond.

History.—s. 65, ch. 19554, 1939; CGL 1940 Supp. 8663(65); s. 31, ch. 70-339; s. 1483, ch. 97-102.

903.26 Forfeiture of the bond; when and how directed; discharge; how and when made; effect of payment.—

(1) A bail bond shall not be forfeited unless:

(a) The information, indictment, or affidavit was filed within 6 months from the date of arrest, and

(b) The clerk of court gave the surety at least 72 hours' notice, exclusive of Saturdays, Sundays, and holidays, before the time of the required appearance of the defendant. Notice shall not be necessary if the time for appearance is within 72 hours from the time of arrest, or if the time is stated on the bond. Such notice may be mailed or electronically transmitted.

(2)(a) If there is a failure of the defendant to appear as required, the court shall declare the bond and any bonds or money deposited as bail forfeited. The clerk of the court shall mail or electronically transmit a notice to the surety agent and surety company within 5 days after the forfeiture. A certificate signed by the clerk of the court or the clerk's designee, certifying that the notice required herein was mailed or electronically transmitted on a specified date and accompanied by a copy of the required notice, shall constitute sufficient proof that such mailing or electronic transmission was properly accomplished as indicated therein. If such mailing or electronic transmission was properly accomplished as evidenced by such certificate, the failure of the surety agent, of a company, or of a defendant to receive such notice shall not constitute a defense to such forfeiture and shall not be grounds for discharge, remission, reduction, set aside, or continuance of such forfeiture. The forfeiture shall be paid within 60 days after the date the notice was mailed or electronically transmitted.

(b) Failure of the defendant to appear at the time, date, and place of required appearance shall result in forfeiture of the bond. Such forfeiture shall be automatically entered by the clerk upon such failure to appear, and the clerk shall follow the procedures in paragraph (a). However, the court may determine, in its discretion, in the interest of justice, that an appearance by the defendant on the same day as required does not warrant forfeiture of the bond; and the court may direct the clerk to set aside any such forfeiture which may have been entered. Any appearance by the defendant later than the required day constitutes forfeiture of the bond, and the court shall not preclude entry of such forfeiture by the clerk.

(c) If there is a forfeiture of the bond, the clerk shall provide, upon request, a certified copy of the warrant or capias to the bail bond agent or surety company.

(3) Sixty days after the forfeiture notice has been mailed or electronically transmitted:

(a) State and county officials having custody of forfeited money shall deposit the money in the fine and forfeiture fund established pursuant to s. 142.01.

(b) Municipal officials having custody of forfeited money shall deposit the money in a designated municipal fund.

(c) Officials having custody of bonds as authorized by s. 903.16 shall transmit the bonds to the clerk of the circuit court who shall sell them at market value and disburse the proceeds as provided in paragraphs (a) and (b).

(4)(a) When a bond is forfeited, the clerk shall transmit the bond and any affidavits to the clerk of the circuit court in which the bond and affidavits are filed. The clerk of the circuit court shall record the forfeiture in the deed or official records book. If the undertakings and affidavits describe real property in another county, the clerk shall transmit the bond and affidavits to the clerk of the circuit court of the county where the property is located who shall record and return them.

(b) The bond and affidavits shall be a lien on the real property they describe from the time of recording in the county where the property is located for 2 years or until the final determination of an action instituted thereon within a 2-year period. If an action is not instituted within 2 years from the date of recording, the lien shall be discharged. The lien will be discharged 2 years after the recording even if an action was instituted within 2 years unless a lis pendens notice is recorded in the action.

(5) The court shall discharge a forfeiture within 60 days upon:

(a) A determination that it was impossible for the defendant to appear as required or within 60 days after the date of the required appearance due to circumstances beyond the defendant's control. The potential adverse economic consequences of appearing as required may not be considered as constituting a ground for such a determination;

(b) A determination that, at the time of the required appearance or within 60 days after the date of the required appearance, the defendant was confined in an institution or hospital; was confined in any county, state, federal, or immigration detention facility; was deported; or is deceased;

(c) Surrender or arrest of the defendant at the time of the required appearance or within 60 days after the date of the required appearance in any county, state, or federal jail or prison and upon a hold being placed to return the defendant to the jurisdiction of the court. The court shall condition a discharge or remission on the payment of costs and the expenses incurred by an official in returning the defendant to the jurisdiction of the court; or

(d) A determination that the state is unwilling to seek extradition of the fugitive defendant within 30 days after a request by the surety agent to do so, and contingent upon the surety agent's consent to pay all costs and the expenses incurred by an official in returning the defendant to the jurisdiction of the court, up to the penal amount of the bond.

(6) The discharge of a forfeiture shall not be ordered for any reason other than as specified herein.

(7) The payment by a surety of a forfeiture under this law shall have the same effect on the bond as payment of a judgment.

(8) If the defendant is arrested and returned to the county of jurisdiction of the court or has posted a new bond for the case at issue before judgment, the clerk, upon affirmation by the sheriff or the chief correctional officer, shall, without further hearing or order of the court, discharge the forfeiture of the bond. However, if the surety agent fails to pay the costs and expenses incurred in returning the defendant to the county of jurisdiction, the clerk shall not discharge the forfeiture of the bond. If the surety agent and

the sheriff fail to agree on the amount of said costs, then the court, after notice to the sheriff and the state attorney, shall determine the amount of the costs.

History.—s. 69, ch. 19554, 1939; CGL 1940 Supp. 8663(69); s. 1, ch. 59-354; s. 2, ch. 61-406; s. 2, ch. 65-492; s. 1, ch. 69-150; s. 32, ch. 70-339; s. 1, ch. 77-388; s. 58, ch. 82-175; s. 173, ch. 83-216; s. 8, ch. 86-151; s. 1484, ch. 97-102; s. 4, ch. 99-303; s. 4, ch. 2000-178; s. 81, ch. 2004-265; s. 55, ch. 2005-236; s. 7, ch. 2013-192; s. 2, ch. 2017-168.

903.27 Forfeiture to judgment.—

(1) If the forfeiture is not paid or discharged by order of a court of competent jurisdiction within 60 days and the bond is secured other than by money and bonds authorized in s. 903.16, the clerk of the circuit court for the county where the order was made shall enter a judgment against the surety for the amount of the penalty and issue execution. However, in any case in which the bond forfeiture has been discharged by the court of competent jurisdiction conditioned upon the payment by the surety of certain costs or fees as allowed by statute, the amount for which judgment may be entered may not exceed the amount of the unpaid fees or costs upon which the discharge had been conditioned. Judgment for the full amount of the forfeiture shall not be entered if payment of a lesser amount will satisfy the conditions to discharge the forfeiture. Within 10 days, the clerk shall furnish the Department of Financial Services and the Office of Insurance Regulation of the Financial Services Commission with a certified copy of the judgment docket and shall furnish the surety company at its home office a copy of the judgment, which shall include the power of attorney number of the bond and the name of the executing agent. If the judgment is not paid within 35 days, the clerk shall furnish the Department of Financial Services, the Office of Insurance Regulation, and the sheriff of the county in which the bond was executed, or the official responsible for operation of the county jail, if other than the sheriff, two copies of the judgment and a certificate stating that the judgment remains unsatisfied. When and if the judgment is properly paid or an order to vacate the judgment has been entered by a court of competent jurisdiction, the clerk shall immediately notify the sheriff, or the official responsible for the operation of the county jail, if other than the sheriff, and the Department of Financial Services and the Office of Insurance Regulation, if the department and office had been previously notified of nonpayment, of such payment or order to vacate the judgment. The clerk may furnish documents or give notice as required in this subsection by mail or electronic means. The clerk shall also immediately prepare and record in the public records a satisfaction of the judgment or record the order to vacate judgment. If the defendant is returned to the county of jurisdiction of the court, whenever a motion to set aside the judgment is filed, the operation of this section is tolled until the court makes a disposition of the motion.

(2) A certificate signed by the clerk of the court or her or his designee, certifying that the notice required in subsection (1) was mailed or electronically delivered on a specified date, and accompanied by a copy of the required notice constitutes sufficient proof that such mailing or electronic delivery was properly accomplished as indicated therein. If such mailing or electronic delivery was properly accomplished as evidenced by such certificate, the failure of a company to receive a copy of the judgment

as prescribed in subsection (1) does not constitute a defense to the forfeiture and is not a ground for the discharge, remission, reduction, set aside, or continuance of such forfeiture.

(3) Surety bail bonds may not be executed by a bail bond agent against whom a judgment has been entered which has remained unpaid for 35 days and may not be executed for a company against whom a judgment has been entered which has remained unpaid for 50 days. No sheriff or other official who is empowered to accept or approve surety bail bonds shall accept or approve such a bond executed by such a bail bond agent or executed for such a company until such judgment has been paid.

(4) After notice of judgment against the surety given by the clerk of the circuit court, the surety or bail bond agent shall, within 35 days of the entry of judgment, submit to the clerk of the circuit court an amount equal to the judgment, unless the judgment has been set aside by the court within 35 days of the entry of judgment. If a motion to set aside the judgment has been filed pursuant to subsection (5), the amount submitted shall be held in escrow until such time as the court has disposed of the motion. The failure to comply with the provisions of this subsection constitutes a failure to pay the judgment.

(5) After notice of judgment against the surety given by the clerk of the circuit court, the surety or bail bond agent may within 35 days file a motion to set aside the judgment or to stay the judgment. It shall be a condition of any such motion and of any order to stay the judgment that the surety pay the amount of the judgment to the clerk, which amount shall be held in escrow until such time as the court has disposed of the motion to set aside the judgment. The filing of such a motion, when accompanied by the required escrow deposit, shall act as an automatic stay of further proceedings, including execution, until the motion has been heard and a decision rendered by the court.

(6) The failure of a state attorney to file, or of the clerk of the circuit court to make, a certified copy of the order of forfeiture as required by law applicable prior to July 1, 1982, shall not invalidate any judgment entered by the clerk prior to June 12, 1981.

History.—s. 70, ch. 19554, 1939; CGL 1940 Supp. 8663(70); ss. 3, 24, ch. 61-406; s. 3, ch. 65-492; ss. 13, 35, ch. 69-106; s. 1, ch. 69-149; s. 33, ch. 70-339; s. 1, ch. 70-439; s. 173, ch. 71-355; s. 34, ch. 73-334; s. 1, ch. 81-47; s. 59, ch. 82-175; s. 2, ch. 83-83; s. 45, ch. 84-103; s. 9, ch. 86-151; s. 88, ch. 89-360; s. 1485, ch. 97-102; s. 5, ch. 99-303; s. 1921, ch. 2003-261; s. 3, ch. 2006-279; s. 8, ch. 2013-192.

903.28 Remission of forfeiture; conditions.—

(1) On application within 2 years from forfeiture, the court shall order remission of the forfeiture if it determines that there was no breach of the bond.

(2) If the defendant surrenders or is apprehended within 90 days after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8), shall direct remission of up to, but not more than, 100 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or

cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(3) If the defendant surrenders or is apprehended within 180 days after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8), shall direct remission of up to, but not more than, 95 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(4) If the defendant surrenders or is apprehended within 270 days after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8), shall direct remission of up to, but not more than, 90 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(5) If the defendant surrenders or is apprehended within 1 year after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8), shall direct remission of up to, but not more than, 85 percent of a forfeiture if the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(6) If the defendant surrenders or is apprehended within 2 years after forfeiture, the court, on motion at a hearing upon notice having been given to the clerk of the circuit court and the state attorney as required in subsection (8), shall direct remission of up to, but not more than, 50 percent of a forfeiture if

the surety apprehended and surrendered the defendant or if the apprehension or surrender of the defendant was substantially procured or caused by the surety, or the surety has substantially attempted to procure or cause the apprehension or surrender of the defendant, and the delay has not thwarted the proper prosecution of the defendant. In addition, remission shall be granted when the surety did not substantially participate or attempt to participate in the apprehension or surrender of the defendant when the costs of returning the defendant to the jurisdiction of the court have been deducted from the remission and when the delay has not thwarted the proper prosecution of the defendant.

(7) The remission of a forfeiture may not be ordered for any reason other than as specified herein.

(8) An application for remission must be accompanied by affidavits setting forth the facts on which it is founded; however, the surety must establish by further documentation or other evidence any claimed attempt at procuring or causing the apprehension or surrender of the defendant before the court may order remission based upon an attempt to procure or cause such apprehension or surrender. The clerk of the circuit court and the state attorney must be given 20 days' notice before a hearing on an application and be furnished copies of all papers, applications, and affidavits. Remission shall be granted on the condition of payment of costs, unless the ground for remission is that there was no breach of the bond.

(9) The clerk of the circuit court may enter into a contract with a private attorney or into an interagency agreement with a governmental agency to represent the clerk of the court in an action for the remission of a forfeiture under this section.

(10) The clerk of the circuit court is the real party in interest for all appeals arising from an action for the remission of a forfeiture under this section.

History.—ss. 71, 73, ch. 19554, 1939; CGL 1940 Supp. 8663(71), (73); s. 2, ch. 59-354; ss. 4, 6, ch. 61-406; s. 4, ch. 65-492; s. 34, ch. 70-339; s. 34, ch. 73-334; s. 60, ch. 82-175; s. 174, ch. 83-216; s. 46, ch. 84-103; s. 10, ch. 86-151; s. 6, ch. 99-303; s. 82, ch. 2004-265; s. 56, ch. 2005-236.

903.286 Return of cash bond; requirement to withhold unpaid fines, fees, court costs; cash bond forms.—

(1) Notwithstanding s. 903.31(2), the clerk of the court shall withhold from the return of a cash bond posted on behalf of a criminal defendant by a person other than a bail bond agent licensed pursuant to chapter 648 sufficient funds to pay any unpaid costs of prosecution, costs of representation as provided by ss. 27.52 and 938.29, court fees, court costs, and criminal penalties. If sufficient funds are not available to pay all unpaid costs of prosecution, costs of representation as provided by ss. 27.52 and 938.29, court fees, court costs, and criminal penalties, the clerk of the court shall immediately obtain payment from the defendant or enroll the defendant in a payment plan pursuant to s. 28.246.

(2) All cash bond forms used in conjunction with the requirements of s. 903.09 must prominently display a notice explaining that all funds are subject to forfeiture and withholding by the clerk of the court for the payment of costs of prosecution, costs of representation as provided by ss. 27.52 and 938.29, court fees, court costs, and criminal penalties on behalf of the criminal defendant regardless of who posted the funds.

History.—s. 57, ch. 2005-236; s. 3, ch. 2008-224; s. 1, ch. 2013-112.

903.29 Arrest of principal by surety after forfeiture.—Within 2 years from the date of forfeiture of a bond, the surety may arrest the principal for the purpose of surrendering the principal to the official in whose custody she or he was at the time bail was taken or in whose custody the principal would have been placed had she or he been committed.

History.—s. 72, ch. 19554, 1939; CGL 1940 Supp. 8663(72); s. 1, ch. 59-192; s. 5, ch. 61-406; s. 5, ch. 65-492; s. 35, ch. 70-339; s. 47, ch. 84-103; s. 11, ch. 86-151; s. 1486, ch. 97-102.

903.31 Canceling the bond.—

(1) Within 10 business days after the conditions of a bond have been satisfied or the forfeiture discharged or remitted, the court shall order the bond canceled and, if the surety has attached a certificate of cancellation to the original bond, the clerk of the court shall mail or electronically furnish an executed certificate of cancellation to the surety without cost. An adjudication of guilt or innocence or an acquittal, if a period of 36 months has passed since the original bond was posted, or a withholding of an adjudication of guilt shall satisfy the conditions of the bond. The original appearance bond shall expire 36 months after such bond has been posted for the release of the defendant from custody. This subsection does not apply to cases in which a bond has been declared forfeited before the 36-month expiration.

(2) The original appearance bond does not guarantee a deferred sentence; appearance during or after a presentence investigation; appearance during or after appeals; conduct during or appearance after admission to a pretrial intervention program; placement in a court-ordered program, including a residential mental health facility; payment of fines; or attendance at educational or rehabilitation facilities the court otherwise provides in the judgment. If the original appearance bond has been forfeited or revoked, the bond shall not be reinstated without approval from the surety on the original bond.

(3) If no formal charges are brought against the defendant within 365 days after arrest, the court shall order the bond canceled unless good cause is shown by the state.

History.—s. 74, ch. 19554, 1939; CGL 1940 Supp. 8663(74); s. 2, ch. 59-192; s. 36, ch. 70-339; s. 1, ch. 80-230; s. 12, ch. 86-151; s. 89, ch. 89-360; s. 7, ch. 99-303; s. 4, ch. 2000-229; s. 4, ch. 2006-279; s. 9, ch. 2013-192; s. 3, ch. 2017-168.

903.32 Defects in bond.—

(1) A bond shall not be held invalid because of any irregularity if it was taken by a legally authorized official and states the place of appearance and the amount of bail.

(2) If no day, or an impossible day, is stated in a bond for the defendant's appearance before a trial court judge for a hearing or trial, the defendant shall be bound to appear 10 days after receipt of notice to appear by the defendant, the defendant's counsel, or any surety on the undertaking.

History.—s. 75, ch. 19554, 1939; CGL 1940 Supp. 8663(75); s. 37, ch. 70-339; s. 1487, ch. 97-102; s. 31, ch. 2004-11; s. 18, ch. 2013-25.

903.33 Bail not discharged for certain defects.—The liability of a surety shall not be affected by his or her lack of any qualifications required by law, any agreement not expressed in the undertakings, or the failure of the defendant to join in the bond.

History.—s. 76, ch. 19554, 1939; CGL 1940 Supp. 8663(76); s. 38, ch. 70-339; s. 1488, ch. 97-102.

903.34 Who may admit to bail.—In criminal actions instituted or pending in any state court, bonds given by defendants before trial until appeal shall be approved by a committing trial court judge or the sheriff. Appeal bonds shall be approved as provided in s. 924.15.

History.—s. 77, ch. 19554, 1939; CGL 1940 Supp. 8663(77); s. 39, ch. 70-339; s. 32, ch. 2004-11.

903.36 Guaranteed arrest bond certificates as cash bail.—

(1) A guaranteed traffic arrest bond certificate provided for in s. 627.758 shall be accepted as bail in an amount not to exceed \$1,000 for the appearance of the person named in the certificate in any court to answer for the violation of a provision of chapter 316 or a similar traffic law or ordinance, except driving while under the influence of intoxicants, or any felony.

(2) The execution of a bail bond by a licensed general lines agent of a surety insurer for the automobile club or association member identified in the guaranteed traffic arrest bond certificate, as provided in s. 627.758(4), shall be accepted as bail in an amount not to exceed \$5,000 for the appearance of the person named in the certificate in any court to answer for the violation of a provision of chapter 316 or a similar traffic law or ordinance, except driving under the influence of alcoholic beverages, chemical substances, or controlled substances, as prohibited by s. 316.193. Presentation of the guaranteed traffic arrest bond certificate and a power of attorney from the surety insurer for its licensed general lines agents is authorization for such agent to execute the bail bond.

(3) Automobile clubs and associations shall list the names and addresses of the licensed general lines agents of a surety insurer that may execute bail bonds pursuant to subsection (2) in a given area, which list shall be filed with the law enforcement agencies and court clerks in the area.

(4) The provisions of s. 903.045 applicable to bail bond agents shall apply to surety insurers and their licensed general lines agents who execute bail bonds pursuant to this section.

History.—s. 2, ch. 26897, 1951; s. 40, ch. 70-339; s. 1, ch. 77-119; s. 2, ch. 85-48; s. 24, ch. 86-296; s. 2, ch. 88-309; s. 1489, ch. 97-102.

2021 FLORIDA ADMINISTRATIVE RULES
CHAPTER 69B-221
BAIL, BONDS, AND BAIL BOND AGENTS

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69B-221.001	License Required.

Any licensed bail bond agent, temporary bail bond agent, or managing general agent engaged in the bail bond business, who permits any person not licensed, as required under Chapter 648, F.S., to solicit or engage in the bail bond business in his behalf shall be deemed in violation of Section 648.30, F.S. A bail bond agent or duly licensed person from another state may apprehend, detain, or arrest a principal on a bond, as provided by law.

Rulemaking Authority 648.26 FS. Law Implemented 648.30, 648.35 FS. History—Repromulgated 12-24-74, Formerly 4-1.06, Amended 9-10-91, Formerly 4-1.006, Amended 4-14-97, Formerly 4-221.001.

69B-221.003 Managing General Agents.

All insurers regularly engaged in the bail bond business in this state shall have a licensed and appointed managing general agent who is a licensed and appointed bail bond agent in this state, and shall be responsible for the supervision of their bail bond agents. The records of all bail bonds written in this state must be made available within 48 hours after being requested by the Department. Failure to provide documents when requested will result in the managing general agent and insurer being subject to administrative action.

Rulemaking Authority 648.26 FS. Law Implemented 648.25, 648.27, 648.36, 648.388, 648.48 FS. History—New 4-14-97, Amended 1-22-03, Formerly 4-221.003.

69B-221.005 Currently Revoked, Suspended or Denied License.

Any licensed bail bond agent or managing general agent engaged in the bail bond business who knowingly has in his employ a person whose license is currently revoked, suspended or denied in this or any other state shall be deemed to be conducting his affairs under the license in such a way as to render said licensee unfit to carry on the bail bond business.

Rulemaking Authority 648.26 FS. Law Implemented 648.45, 648.50 FS. History—Repromulgated 12-24-74, Formerly 4-1.07, Amended 9-10-91, Formerly 4-1.007, Amended 4-14-97, Formerly 4-221.005.

69B-221.006 Immigration Bonds Exclusion.

The term “limited surety agent” does not include an individual authorized to transact immigration bond business. A limited surety (bail bond) agent license is required to transact bail bond business in the State of Florida, but it does not qualify the licensee to transact business involving other types of surety bonds, including immigration bonds.

Rulemaking Authority 624.308(1), 648.26(1) FS. Law Implemented 624.307, 626.7315(7), 648.24, 648.25(5), 648.27, 648.279, 648.30, 648.45(2)(j), (3)(c) FS. History—New 7-5-10.

69B-221.010 Temporary Orders of Suspension of Bail Bond Agents.

(1) Since a Bail Bond Agent under a temporary order of suspension may discharge liability on a bond pursuant to Section 648.45, F.S., the following activities are allowed as discharging the liability on a bond pursuant to Section 648.45(1), F.S., but are allowed only with regard to bonds written and posted prior to the date of the order of suspension.

- (a) Contacting defendants to remind them of court dates.
- (b) Attending court proceedings at which a defendant is scheduled to appear.
- (c) Contacting the Court or Clerk of Courts to verify the defendant’s attendance at any required proceeding.

(d) Contacting the Court or Clerk of Courts to verify the status of a bail bond or the status of a defendant's case with the court.

(e) Returning collateral on bonds that the court has discharged.

(f) Locating, apprehending, or surrendering to the custody of the jail, pursuant to all applicable laws, a defendant on a bail bond effected by the suspended bail bond agent.

(g) Collecting premiums under a payment plan on a bail bond effected and posted prior to the order of suspension.

(h) Possessing bail bond files to maintain current addresses, phone numbers, and other contact information for defendants.

(i) Converting collateral to cash to pay forfeiture on a bail bond.

(j) Undertaking legal action to vacate or set aside forfeitures on bail bonds.

(2) Activities considered to be acting as bail bond agent without a license due to the suspension, notwithstanding the provisions of Section 648.45(1), F.S., include the following:

(a) Performing any duty or activity listed in subsection (1), above, on any bail bond not effected by the suspended agent, or for any person not named as the principal or indemnitor on a bail bond written by the suspended agent.

(b) Effecting any new bail bond business, or completing any forms required as part of the bail bond application process.

(c) Soliciting or facilitating any bail bond business.

(d) Negotiating or accepting the premium payment on any new bail bond.

(e) Posting a bail bond.

(f) Receiving any remuneration from a bail bond agent or agency for performing any clerical, secretarial, custodial, or other duties.

(g) Receiving any remuneration from a bail bond agent or agency relating to any bail bond not legally effected by the suspended agent.

(h) Assisting in any manner in the apprehension of a defendant who failed to appear on a bail bond of another agent.

(i) Supervising the activities of a temporary bail bond agent.

(j) Acting as the primary bail bond agent for a bail bond agency.

(k) Surrendering a defendant to the custody of the jail or the court for any bonds effected after the date of suspension.

(3) A suspended bail bond agent is required to maintain his or her continuing education credits in order for his or her license to be reinstated in the future. The agent is also required to forward the insurer's share of any premiums collected, along with any build-up fund deposits mandated by the agent's contract with the insurer.

(4) Nothing herein should be read to contradict or conflict with any statutory provision or rule otherwise regulating the bail bond business in Florida.

Rulemaking Authority 624.308, 648.26(1) FS. Law Implemented 624.307(1), 648.45(1) FS. History—New 11-13-11.

69B-221.051 Actively Engaged in Business; Place Suitably Designated; Accessible to Public.

Every bail bond agent must be actively engaged in the bail bond business; in a building suitably designated as a bail bond agency, which must be maintained open and accessible to the public to render service during reasonable business hours.

- (1) Each bail bond agency, and each branch office, shall be in the active full-time charge of a licensed and appointed primary bail bond agent as required by Section 648.387, F.S., and shall be designated on form DFS-H2-1541, (Rev. 7/13) <http://www.flrules.org/Gateway/reference.asp?No=Ref-03250> “Filing of Bail Bond Agency Business Name and Designation/Deletion of Primary Bail Bond Agent,” which is adopted and incorporated herein by reference. This form is available from the Division of Agents and Agency Services, Department of Financial Services at <https://www.myfloridacfo.com/Division/Agents>

(2) Each bail bond agency and each branch office shall have an entrance easily accessible to the public and used by the bail bond agent in the regular course of their business dealings with the public. As used in this rule, “accessible to the public means the entrance shall be suitably designated by a sign or other display, readable from a reasonable distance, which provides at a minimum the agency name. Additionally, if a bail bond agency is located in a building which maintains a uniform office directory on its premises, the directory shall provide at a minimum the current name of that bail bond agency.

(3) As used in this rule, the term “reasonable business hours” means at least eight hours daily between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, except for legal holidays.

(4)(a) A temporary bail bond agent must be employed full-time and shall be physically accompanied by the supervising bail bond agent or bail bond agent from the same agency as required by Sections 648.25(8) and 648.355(8), F.S. As used in this rule, the term “full-time” means that the temporary bail bond agent must work at least 1,540 hours during 12 months of employment as a temporary bail bond agent. This will result in an average of slightly less than 30 hours per week. Each employer of a temporary bail bond agent must provide the temporary bail bond agent the opportunity to work at least 30 hours a week during the period of employment and may allow the temporary bail bond agent to work more than 30 hours per week.

(b) A temporary bail bond agent shall be employed and receive a salary or wages as required by law.

(c) The supervising bail bond agent shall file monthly a certified report under oath on form DFS-H2-1543, (Rev. 7/13), <http://www.flrules.org/Gateway/reference.asp?No=Ref-03251> “Temporary Bail Bond Agent Employment Report”, which is adopted and incorporated herein by reference. This form is available from the Division of Agents and Agency Services, Department of Financial Services at <https://www.myfloridacfo.com/Division/Agents>

(d) The supervising bail bond agent and the temporary bail bond agent must certify the hours reported are the actual hours worked by the temporary bail bond agent.

(e) Form DFS-H2-1543, “Temporary Bail Bond Agent Employment Report,” must be received by the Department no later than the last day of the month following the month being reported on the form.

Rulemaking Authority 648.26, 648.355(1)(e) FS. Law Implemented 648.25, 648.34, 648.44(6) 648.355, 648.387, 648.421 FS. History—Repromulgated 12-24-74, Amended 7-27-78, 12-23-82, Formerly 4-1.04, 4-1.004, Amended 4-14-97, 7-2-98, 1-22-03, Formerly 4-221.051, Amended 8-12-04, 4-18-11, 11-6-13.

69B-221.055 Permanent Office Records Required.

Each licensee, as a minimum requirement for permanent office records shall maintain:

(1) A daily bond register which shall be the book of original and permanent record of all bonds or undertakings executed by the licensee which shall state the number of the Power of Attorney form, date bond was executed, name of principal, amount of bond, premium charged, premium reported to surety company, security or collateral received, indemnity agreements, disposition of bond, and date of disposition.

(2) An individual file or envelope for each principal for whom bond is made which shall contain the original application for bail bond or undertaking, copy of premium receipt, copy of collateral receipt, copy of a bond discharge, if issued, security or collateral affidavit, where security or collateral is located, information as to any security or consideration received by the agency or licensee in connection with each particular bail bond or undertaking and purpose for which it was received, receipt or release executed by the person or persons posting security or collateral evidencing the return of such security or collateral and indemnity agreement as executed by co-indemnitors.

Rulemaking Authority 648.26 FS. Law Implemented 648.25, 648.34, 648.36 FS. History—Repromulgated 12-24-74, Formerly 4-1.01, Amended 9-10-91, Formerly 4-1.001, Amended 4-14-97, 1-22-03, Formerly 4-221.055.

69B-221.060 Notice of Change of Address.

Each licensee under Chapter 648, F.S., shall notify in writing the Department of Financial Services, Bail Bond Section, Larson Building, 200 East Gaines Street, Tallahassee, Florida 32399-0320, insurer, managing general agent and the clerks of each court in which they are registered, of a change of each business address, telephone number, or name of each agency or firm for which they write bonds within

ten (10) working days of such change. Each licensee shall use Form DFS-H2-1564 (Rev. 8-12-04), entitled "Bail Bond Agent Notice of Change of Address," which is hereby incorporated and adopted by reference, to comply with the notice requirements of this rule. This form may be obtained from the address listed above or from the Department's website: www.MyFloridaCFO.com/Division/Agents.com.

Rulemaking Authority 648.26 FS. Law Implemented 648.421 FS. History—New 12-23-82, Formerly 4-1.17, Amended 9-10-91, Formerly 4-1.017, Amended 4-14-97, 1-22-03, Formerly 4-221.060, Amended 8-12-04.

69B-221.065 Statistical Reporting Form.

In order to report the information required by Section 648.365, F.S., each insurer authorized to write bail in Florida and each bail bond agent licensed in Florida shall, when requested by the department, complete and submit Form DFS-H2-279 Rev. 10/90 "Statistical Reporting Requirements" (Surety Insurers, Part A; Bail Bond Agents, Part B) which is adopted and incorporated herein by reference, to the Department of Financial Services, Bail Bond Coordinator, Larson Building, Tallahassee, Florida 32399-0300. Copies of this form are available to the public through the Department of Financial Services at the above address.

Rulemaking Authority 648.26 FS. Law Implemented 648.365 FS. History—New 12-23-82, Formerly 4-1.19, Amended 9-10-91, Formerly 4-1.019, Amended 4-14-97, Formerly 4-221.065.

69B-221.070 Build-up Funds; Reporting.

(1) All insurers authorized to write bail bonds in this state who maintain build-up trust accounts pursuant to Section 648.29, F.S., shall annually file with the Department on or before March 1 of each year a certified statement listing each build-up trust account established on behalf of any bail bond agent or agency and the balance therein as of January 1 of that year. The statement shall be printed on 8 1/2" x 11" paper. The first page of the statement shall contain the name, address, and phone number of the insurer, and the name and title of the person who certified the statement. The statement shall further list the name of each bail bond agent or agency the name of the financial institution where the account is maintained, the account number, and the balance therein. The statement shall then be certified by the person who prepared and reviewed the accuracy of the statement.

(2) Build-up funds collected by an insurer shall not exceed 40 percent of the premium for each bond written. The exact amount shall be designated in the agent's or agency's contract agreement with the insurer. References to "points" in such an agreement are the equivalent to increments of 10%. Therefore 1 pt = 10%; 2 pts = 20%; 3 pts = 30%; and 4 pts = 40% of the premium.

Rulemaking Authority 648.26 FS. Law Implemented 648.29, 648.36 FS. History—New 9-10-91, Formerly 4-1.021, Amended 4-14-97, 1-22-03, Formerly 4-221.070.

69B-221.075 Power of Attorney; Penal Sum of Bond; Not Applicable to Automobile Clubs.

(1) Section 903.09, F.S., is interpreted to mean that every licensed limited surety agent must attach to each bond a duly executed power of attorney in an amount of at least the penal sum of the bond. This section shall not apply to any card or certificate of membership of an automobile club or association qualified under Section 627.758, F.S., relating to Guaranteed Arrest Bond Certificates, Bail Bond Certificates, or Powers of Attorney for Bail Bonds sold by licensed surety companies to recognized automobile clubs or associations.

(2) The office shall approve the power of attorney form of an insurer to accompany an appearance bond posted at the jail that includes the following:

(a) The full name and address of the surety company issuing the power.

(b) A number that will be unique to each power issued.

(c) The maximum amount the power may be written.

(d) The date the power will become void.

(e) Sections that allow for the following information to be entered on each power:

1. Amount of the bail bond.

2. Name of the defendant.

3. Name of the court.

4. Case number.

5. Executing bail bond agent's name.

(f) If the form contains multiple copies, then the number of pages or copies to be a part of the form and the identity of each party to receive a part of the form. Examples include: defendant, court, clerk, insurer, bail bond agent.

(g) The limitations of the power. An example of a limitation of the power would be:

This power of attorney is for use with bail bonds for State, County, and Municipal Courts only (not valid in Federal Court) and not to exceed the above stated amount. This power must be filed with the court as a permanent court record to obligate the surety, for court appearances only, of the named Defendant. This power shall not obligate the surety for the Defendant's future lawful conduct, court imposed conditions, restrictions, or fines, costs, restitution or any other circumstances not specifically related to court appearances. This power is void if its original format has been altered, if it exceeds the maximum amount listed, is used with other (surety name) powers to cover one bond amount, or is used by an individual who is not authorized to execute surety bonds on behalf of (surety name).

(h) A company statement appointing the licensed bail bond agent as attorney-in-fact for the insurer. An example of an acceptable appointing statement would be:

Know all men by these presents that (surety company), a corporation duly organized and existing under the laws of the State of XXXX, does constitute and appoint the below named executing agent as its true and lawful Attorney-in-Fact in its name, place and stead to execute, seal and deliver for and on its behalf, a surety bail bond for the named Defendant.

(i) A signature statement from an official of the insurer. An example of an acceptable signature statement would be:

In witness whereof, (surety company) has caused this instrument to be signed and sealed by its duly authorized officer.

(j) Corporate seal of the insurer.

(3) The office shall approve the qualifying power of attorney form of an insurer used to register a bail bond agent with the clerk of the court in Florida that includes the following:

(a) The full name and address of the surety company issuing the qualifying power of attorney, as shown on the records of the Office of Insurance Regulation.

(b) The name of the licensed bail bond agent being appointed to represent the surety company on the form.

(c) The name and location of the court where the qualifying power of attorney is being filed.

(d) A unique number that will be assigned to each qualifying power of attorney form issued by the company.

(e) The maximum amount the named bail bond agent may issue a bail bond on behalf of the surety company.

(f) The date the qualifying power of attorney appointment will expire for each form executed.

(g) The form must be executed by an authorized company official who appears on the records of the Office of Insurance Regulation.

(h) The corporate seal of the surety company.

(i) A section that provides for the form to be duly notarized to allow it to be properly recorded in the county where the bail bond agent is being appointed to represent the surety company.

(4) The office shall advise the insurer of approval of the power of attorney via email.

Rulemaking Authority 624.308(1), 648.26 FS. Law Implemented 648.43, 903.09 FS. History—Repromulgated 12-24-74, Formerly 4-1.08, Amended 9-10-91, Formerly 4-1.008, Formerly 4-221.075, Amended 12-29-13, Transferred to 69O-239.001.

69B-221.080 Professional Bail Bond Agent; Justification and Sufficiency of Sureties.

Every professional bail bond agent must justify the sufficiency of their undertaking by attaching to such bail bond only United States Currency, United States Postal Money Order, or Cashier's Check in the amount of said bond.

Rulemaking Authority 648.26 FS. Law Implemented 648.25, 903.09(2) FS. History—Amended 7-1-69, Repromulgated 12-24-74, Formerly 4-1.03, 4-1.003, Amended 4-14-97, Formerly 4-221.080.

69B-221.085 Rate Filing; Approval; Proof.

Pursuant to Section 648.35(2), F.S., the rates as filed and approved by the Office of Insurance Regulation are the only rates which may be used and the same rate must apply to every bond written. All

bail bond rate filings shall be submitted on Form DI4-503, Rev. 10/90 "Bail Bond Rate Filing" which is adopted and incorporated herein by reference. This form may be obtained from the Office of Insurance Regulation, Bureau of P & C Forms and Rates, Larson Building, Tallahassee, Florida 32399-0300. Before the rate filing may be changed, a new filing must be made and approved by the Office of Insurance Regulation. The professional bail bond agent must be able to prove that their previous rate was either too high or too low as the case may be. Bail bond agents must charge the rate approved by the Office of Insurance and may not advertise reduced rates.

Rulemaking Authority 648.26 FS. Law Implemented 648.35(2), 648.36 FS. History—Repromulgated 12-24-74, Formerly 4-1.11, Amended 9-10-91, Formerly 4-1.011, Amended 4-14-97, Formerly 4-221.085.

69B-221.095 Soliciting Business.

(1) No person shall directly or indirectly solicit business in or on the property or grounds of a jail, prison, or other place where prisoners are confined, or in or on the property or grounds of a court or any building housing courtrooms.

(2) For the purposes of this rule, solicit shall include:

(a) Displaying, wearing, or distributing any item which directly or indirectly advertises bail bond services; or

(b) Approaching anyone or urging, enticing, luring, or inviting anyone to approach a bail bond agent to use their services.

(c) Parking a motor vehicle, which displays the name of a bail bond agent, a bail bond agency, or any other information advertising bail bond services.

(d) Passing out business cards unless requested by the principal or indemnitor or other print advertising by any licensee or unlicensed persons in jails, courthouses, or other immediate areas as described in subsection (3). Print advertising allowed in the telephone book is yellow page advertising.

(e) Only the state issued or approved identification which includes a citation of the licensee's arrest powers may be worn in the locations described in subsection (3).

(f) Loiter in any of the areas described in subsection (3).

(3) For the purposes of this rule, the property or grounds of a court, jail, prison, or other place where prisoners are confined shall include all parking lots and parking spaces adjacent to such places or adjacent to public walkways or public streets adjacent to such places.

Rulemaking Authority 648.26(1)(a) FS. Law Implemented 648.44 FS. History—New 12-23-82, Formerly 4-1.18, Amended 11-5-89, Formerly 4-1.018, Amended 4-14-97, 1-22-03, Formerly 4-221.095.

69B-221.100 Terms and Conditions of Contract; Surrender Form.

(1) The terms and conditions of all contracts entered into between a principal and a surety for a bail bond shall set forth the bond number, the date, the amount of the premium and the name of the surety company as follows:

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance bond No. ___ dated ___ for which ___ Surety Company or its agent shall receive a premium in the amount of ___ (\$___) Dollars, and the parties agree that said appearance bond is conditioned upon full compliance by the principal of all said terms and conditions and is a part of said bond and application therefor.

1. ___ Surety Company, as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.

2. In the event surrender of principal is made prior to the time set for principal's appearances, and for reasons other than as enumerated below in paragraph 3., then a refund of the bond premium shall be made to the person listed on the premium receipt.

3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to ___ Surety Company hereunder, and ___ Surety Company shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:

(a) If principal shall depart the jurisdiction of the court without the written consent of the court and ___ Surety Company, or its Agent.

(b) If principal shall move from one address to another within the State of Florida without notifying ___ Surety Company or its Agent in writing prior to said move.

(c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.

(d) If principal is arrested and incarcerated for any offense other than a minor traffic violation.

(e) If principal shall make any material false statement in the application.

INFORMATIONAL NOTICE

For complaints or inquiries, please contact:

Florida Department of Financial Services

Division of Consumer Services

200 East Gaines St.

Tallahassee, FL 32399-0322

(877)693-5236 (in-state)

(850)413-3089 (all areas)

Signed, sealed and delivered this ___ day of ___, 20___.

Signature of Applicant

Mailing address

- (2) Any bail bond agent who surrenders or recommits a defendant prior to a forfeiture shall execute form DFS-H2-1542 (07/02) titled “Statement of Surrender Form”, which is adopted and incorporated herein by reference. The licensee shall provide a copy to the defendant, and maintain a copy in the file of the defendant. This form is available from the Department’s website:

www.myfloridacfo.com/Division/Agents.

Rulemaking Authority 648.26 FS. Law Implemented 648.4425 FS. History–Repromulgated 12-24-74, Formerly 4-1.16, Amended 9-10-91, Formerly 4-1.016, Amended 1-22-03, Formerly 4-221.100.

69B-221.105 Premium Charge Only Permitted.

(1) No surety, bail bond agent, temporary bail bond agent, or managing general agent engaged in the bail bond business shall make any charge, collect, or receive any fee or consideration unless permitted by statute or rule other than the premium based on rates in current use, provided, however, that nothing in this section shall prohibit collateral security or co-indemnity agreements, and provided further that in instances where an additional surety, bail bond agent, or managing general agent located in a county different from the originating agent or bail bond agent executes the bond the premium may additionally include as a part thereof an execution and transfer fee, not to exceed a total of one hundred (\$100.00) dollars for any one defendant. If a bail bond agent assumes the liability on an out-of-state bond, the transfer fee collected shall not exceed the amount charged in that state. If monies for documentary stamps are collected and the mortgage is not filed, the funds must be returned to the person who tendered the monies.

(2) No bail bond agent shall charge, collect, or receive any fee or consideration for services rendered to the principal or indemnitor in connection with a bail bond, except those fees listed in subsection (4), and costs necessary to apprehend the principal in the event the principal attempts to flee the jurisdiction of the courts.

(3) Prohibited fees include, but are not limited to, any costs regarding arrest, transportation, and surrender within the specified jurisdiction of the court, charges for storage, maintenance or return of

collateral, including releases of liens or satisfactions of mortgages, charges for researching case dispositions or obtaining bond discharges or any charge for other services ordinarily performed by a bondsman or their employees in the regular course of business and any other expenses not documented by check or receipt.

(4) Allowable fees include:

- (a) Attorney's fees and court costs associated with filing of motions;
- (b) Documented transportation and lodging expenses outside the jurisdiction of the court;
- (c) Law enforcement costs for housing, re-arrest, transportation, and extradition; and,
- (d) A maximum fee of \$100 for a surrender allowed by law when there has been no forfeiture of the bond.

(5) A bail bond agent who has surrendered a principal and failed to properly refund the premium when required by law shall be subject to discipline as provided in Chapter 648, F.S., and these rules.

Rulemaking Authority 648.26 FS. Law Implemented 648.33, 648.44(1)(j) FS. History—New 7-1-69, Repromulgated 12-24-74, Amended 5-22-80, Formerly 4-1.05, Amended 9-10-91, Formerly 4-1.005, Amended 4-14-97, Formerly 4-221.105.

69B-221.110 Premium Shall Be Term Charge; Premium Refund; When.

The premium permitted under Chapter 648, F.S., shall be a term charge for the term of the bond. No additional premium shall be charged in the event of a rewrite of a bond based on the same case number except that in the event the amount of the bond has been increased, an additional premium based on the rates in current use for the amount of the increase may be charged. The licensed bail bond agent shall refund the entire premium charged for the bond when it is found that the surety had no liability under the bond because the defendant does not come under the jurisdiction of the court to which the defendant is returnable or is not released from custody except where a bond is written to allow the defendant to serve a sentence in another jurisdiction. The defendant shall be entitled to the return of premium when surrendered by the surety or bail bond agent at any time prior to the final termination of the surety's liability on the bond; provided that the defendant shall not be entitled to a return of the premium where the defendant violates the contract with the surety.

Rulemaking Authority 648.26 FS. Law Implemented 624.307(1), 648.295, 648.33 FS. History—New 7-1-69, Repromulgated 12-24-74, Formerly 4-1.09, Amended 9-10-91, Formerly 4-1.009, Amended 4-14-97, 1-22-03, Formerly 4-221.110.

69B-221.115 Pre-numbered Receipt as Evidence of Payment.

Every bail bond agent who accepts money or any other consideration for any bail bond or undertaking which they execute must for each and every payment received give to the person or persons paying the money or giving the consideration a pre-numbered receipt as evidence of payment which receipt shall state the date, name of the principal, amount of money or consideration received and purpose for which received, number of Power of Attorney form attached to the bond, penal sum of the bond, and name of

person making payment or giving consideration. Every receipt must contain the name, address and telephone number of both the surety company and agent. Every bail bond agent must retain, in the individual file for each defendant, a duplicate copy of each receipt issued as part of their records pursuant to Section 648.36, F.S.

Rulemaking Authority 648.26 FS. Law Implemented 648.295, 648.36 FS. History—Repromulgated 12-24-74, Formerly 4-1.02, Amended 9-10-91, Formerly 4-1.002, Amended 4-14-97, 1-22-03, Formerly 4-221.115.

69B-221.120 Pre-numbered Receipt as Evidence of Collateral.

(1) Every bail bond agent who accepts any type of collateral in conjunction with a bail bond or undertaking which they execute must for such collateral received give to the person or persons giving the collateral a consecutively pre-numbered receipt as evidence thereof. The receipt shall state:

- (a) The date;
- (b) Name of the principal;
- (c) Detailed description of collateral received;
- (d) Whether the collateral will be maintained in the custody of the bail bond agent, managing general agent or surety company;
- (e) Number of Power of Attorney form attached to the bond; and,
- (f) The name of the person placing the collateral in the bail bond agent's trust.

(2) All receipts must contain the name, address and telephone number of both the surety company and agent.

(3) The receipt shall state that for any complaints or inquiries, you may contact the Department of Financial Services, Division of Consumer Services, 200 East Gaines Street, Tallahassee, FL 32399-0322, (877)693-5236 (in-state), (850)413-3089 (all areas), www.MyFloridaCFO.com/Division/Consumers .

(4) Every bail bond agent shall retain, in the individual file for each defendant, a duplicate copy of each receipt issued as part of their records pursuant to Section 648.36, F.S.

(5) The receipt shall be separate from and not part of the premium receipt referred to in Rule 69B-221.115, F.A.C.

(6) A temporary bail bond agent is prohibited from handling or accepting collateral until a properly executed receipt has been issued by a licensed and appointed bail bond agent as provided in this rule.

Rulemaking Authority 648.26 FS. Law Implemented 648.25(8), 648.36, 648.442(2) FS. History—New 12-23-82, Formerly 4-1.021, Amended 9-10-91, Formerly 4-1.0021, Amended 4-14-97, 1-22-03, Formerly 4-221.120.

69B-221.125 Collateral Security; Affidavit; Form.

Every bail bond agent who accepts collateral security for a bail bond shall, for each bail bond written, make and attach to such bail bond an affidavit on the form prescribed by the Department, to wit:

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ____

Before me today, the undersigned authority, personally appeared ____, who by me being duly sworn, deposes and says: That he is a duly licensed bail bond agent pursuant to Chapter 648, F.S., and has registered for the current year with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned county, and has filed a certified copy of his appointment by Power of Attorney for the Surety, with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned County. That ____ (Principal) of ____ (Address) has (given or promised to give) the sum of ____ (\$) Dollars, as consideration for Bail Bond Number ____ filed with the Clerk of the ____ located in ____ together with the (promise or receipt) of security belonging to ____ (Name) of ____ (Address) as follows: (Provide detailed description and source of security) _____. That a duly signed receipt has been given to the said ____ (Principal) for the consideration given and/or that the said ____ (Name) has (also been) given a receipt for the security described above.

(Bail Bond Agent)

Sworn to and subscribed before me in ____, ____ Florida, on this ____ day of ____

(NOTARY PUBLIC) State of Florida at Large

(Address) My Commission Expires:

Rulemaking Authority 648.26, 648.442(9) FS. Law Implemented 903.14(1), 648.36, 648.44(1)(m), 648.442, 648.45 FS. History—Repromulgated 12-24-74, Formerly 4-1.14, Amended 9-10-91, Formerly 4-1.014, Amended 4-14-97, Formerly 4-221.125.

69B-221.130 Collateral Security; Statement; Form.

Pursuant to Section 903.14(3), F.S., every bail bond agent who accepts collateral security for a bail bond may make, attach to and file with each bail bond, in lieu of the affidavit required by Rule 69B-221.125, F.A.C., a statement on a form prescribed by the Department, to wit:

STATEMENT

I, ____ am a duly licensed bail bond agent pursuant to Chapter 648, F.S., and have registered for the current year with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned county, and have filed a certified copy of my appointment by Power of Attorney for the Surety with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned County. That ____ (Principal) of ____ (Address) has (given or promised to give) the sum of ____ (\$) Dollars as consideration for Bail Bond Number ____ filed with the Clerk of the ____ located in ____ together with the (promise or receipt) of

security belonging to ____ (Name) of ____ (Address) as follows: (Provide detailed description and source of security) ____

That a duly signed receipt has been given to the said ____ (Principal) for the consideration given and/or that the said ____ (Name) has (also been) given a receipt for the security described above.

(Bail Bond Agent)

(Agency)

(Address)

Rulemaking Authority 648.26, 648.442(9) FS. Law Implemented 903.14(3), 648.36, 648.44(1)(m), 648.442, 648.45 FS. History—New 7-1-69, Repromulgated 12-24-74, Formerly 4-1.141, Amended 9-10-91, Formerly 4-1.0141, Amended 4-14-97, Formerly 4-221.130.

69B-221.135 Collateral Security Requirements.

(1) No bail bond agent shall accept collateral security or other indemnity of any type in an individual or aggregate amount totaling in excess of fifty thousand dollars (\$50,000) cash per bond, except as provided by Sections 648.442(1)(a)-(e), F.S., or by this rule.

(2) The meaning of “any other type of security” in Section 648.442(1)(e), F.S., is defined to include only the following types of security:

- (a) Shares of stock of a close corporation; or
- (b) Patents, copyrights or trademarks.

Rulemaking Authority 648.26 FS. Law Implemented 648.442(1) FS. History—New 12-23-82, Formerly 4-1.142, Amended 9-10-91, Formerly 4-1.0142, Amended 4-14-97, Formerly 4-221.135.

69B-221.140 Indemnity Agreement; Form.

No indemnity agreement shall be entered into between a principal and surety or any agent of the surety, and no application shall be accepted by a bail bond agent, engaged in the bail bond business, or a surety company, for a bail bond in which an indemnity agreement is required between a principal and a surety, or any agent of such surety, unless the indemnity agreement reads as follows:

“For good and valuable consideration, the undersigned principal hereby agrees to indemnify and hold harmless, the surety company or its agent for all losses not otherwise prohibited by law, or rules of the Department of Financial Services.”

Rulemaking Authority 648.26 FS. Law Implemented 648.442 FS. History—Repromulgated 12-24-74, Formerly 4-1.15, 4-1.015, Amended 4-14-97, 1-22-03, Formerly 4-221.140.

69B-221.145 Use of Credit Cards and Cash Advance Facilities in Conjunction with Issuing Bail Bonds.

(1) For the purposes of this rule, a cash advance facility shall mean any person, as defined in Section 624.04, F.S., who advances cash or issues a draft, check or other instrument to a credit card holder, charges the credit card holder's account for the amount of the advance, and charges a fee, commission, or any other form of consideration to the credit card holder for each cash advance transaction.

(2) A bail bond agent may provide access to a cash advance facility in his office. With respect to the issuance of a bail bond and to the maintenance of a cash advance facility system on the premises of a bail bond office, no bail bond agent shall directly or indirectly enter into any arrangement with a cash advance facility whereby the bail bond agent accepts anything of value from the cash advance facility, and no bail bond agent shall charge any person a fee for the use of the cash advance facility, in excess of the amount of the premium, and transfer fee if applicable, authorized by law to be charged for the issuance of a bail bond.

(3) The amount of the service charge imposed on the credit card customer by a cash advance facility shall be prominently and conspicuously posted in the office of the bail bond agent and each credit card customer who uses the cash advance facility shall be informed by the bail bond agent of the facility's applicable service charge in advance of completing the transaction.

(4) A bail bond agent may directly enter into an arrangement with a credit card facility in order to charge a credit card holder's account for the issuance of a bail bond.

(a) A bail bond agent may not charge or receive a transfer fee, or any other additional fee, surcharge or commission, for the use of a credit card if the bail bond agent accepts payment by credit card. Any fee or discount points which may be charged to the bail bond agent by the credit card facility or organization shall be borne by the bail bond agent and shall not be passed on to any person involved in the bail bond transaction. This paragraph does not prohibit a bail bond agent from charging a fee on a transfer bond in accordance with Rule 69B-221.105, F.A.C.

(b) A bail bond agent may not deduct a transfer fee, or other additional fee, surcharge or commission, from the amount of collateral charged, except as provided in Section 648.571(3)(b), F.S., at the time the collateral is returned.

(c) The credit card fee referenced in Section 648.571(3)(b)1., F.S., is the fee charged by the credit card issuer.

Rulemaking Authority 648.26(1)(a) FS. Law Implemented 648.33, 648.44(1)(j) FS. History—New 11-5-89, Formerly 4-1.020, Amended 4-14-97, 1-22-03, Formerly 4-221.145.

69B-221.150 Department May Request Information.

The Department may request any licensee or insurer to furnish it with any information concerning the bail bond business of any licensee or insurer which it deems necessary.

Rulemaking Authority 648.26 FS. Law Implemented 624.318(2), 648.27, 648.36, 648.365, 648.48 FS. History—Repromulgated 12-24-74, Formerly 4-1.10, Amended 9-10-91, Formerly 4-1.010, Amended 4-14-97, 1-22-03, Formerly 4-221.150.

69B-221.155 Forms for Limited Surety (Bail Bond) Agents.

The following forms for the bail bond industry are hereby incorporated by reference and available from the Division's website at <http://www.MyFloridaCFO.com/Division/Agents/Licensure/Forms> :

(1) Form DFS-H2-1500, Limited Surety Agent, Professional Bail Bond Agent, Sworn Statement, (Eff. 6/11), which is used to comply with Section 648.34(2)(d), F.S., to provide the sworn statements attesting to the character of an applicant for a limited surety (bail bond) agent license.

<http://www.flrules.org/Gateway/reference.asp?No=Ref-00830>.

(2) Form DFS-H2-1509, Temporary Bail Bond Agent, Mandatory Employment Verification, (Eff. 6/11), which is used by an applicant to qualify for a temporary bail bond license as required by Section 648.355(1)(e), F.S. <https://bit.ly/3pwDnpo>

(3) Form DFS-H2-1544, Appointing Form, (Eff. 6/11), <https://bit.ly/3syhcky> which permits an appointing entity of a limited surety (bail bond) agent to authorize a licensee to act for the appointing entity as provided in Section 648.382, F.S.

(4) Form DFS-H2-1544 Term, Appointment Termination Form, (Eff. 4/11), <https://bit.ly/3syhcky> which permits the appointing entity of a limited surety (bail bond) agent to terminate the appointment of a licensee and cancel that licensee's authority to act for the appointing entity as provided in Sections 648.383(1) and 648.384(1), F.S.

(5) Form DFS-H2-2083 <http://www.flrules.org/Gateway/reference.asp?No=Ref-03478>, Individual Application for Temporary Permit to Operate a Bail Bond Agency (Eff. 3/13), which allows the personal representative or legal guardian of a deceased or mentally incapacitated owner of a bail bond agency to operate that agency as provided by Section 648.285(2), F.S.

(6) Form DFS-H2-2084 <http://www.flrules.org/Gateway/reference.asp?No=Ref-03479> , Temporary Permit to Operate a Bail Bond Agency (Eff. 3/13), <https://bit.ly/3ICFM9N> which is the permit that will be issued by the Department when Individual Application for Temporary Permit to Operate a Bail Bond Agency is approved as provided in Section 648.285(2), F.S.

Rulemaking Authority 624.308(1), 648.26(1)(a) FS. Law Implemented 624.501(6), (14), (21), 648.26(1)(a), 648.27, 648.285, 648.34, 648.355, 648.382, 648.383, 648.384, 648.39, 648.442(8) FS. History—New 1-8-12, Amended 1-6-14.

SIDE NOTE

New Law

Pertinent laws that relate to law enforcement, criminals, agent licensing and bail bonding that were passed during the 2020 Legislative Session include the following:

CS/HB 333 - Bail Pending Appellate Review

The bill prohibits a defendant from receiving bail on post trial motion or appeal for any offense requiring sexual offender registration under s. 943.0435(1)(h), F.S., or sexual predator registration under s. 775.21(4), F.S., when at the time of the offense, the offender is over 18 years of age and the victim is a minor.

These provisions take effect October 1, 2020.

Florida Bail Bond Academy
TERMS & DEFINITIONS

- *ACQUIT -- To set free, release or discharge as from an obligation, burden or accusation.*
- *ACQUITTAL-- The legal and formal certification of the innocence of a person who has been charged with a crime.*
- *ACTUS REUS -- [Latin, Guilty act] sometimes called the external element or the objective element of a crime, is the Latin term for the "guilty act" which, when proved beyond a reasonable doubt in combination with the mens rea, "guilty mind", produces criminal liability.*
- *ADJUDICATE --To give a ruling in the exercise of judicial authority. To determine finally.*
- *ADJUDICATION -- A the legal process of resolving a dispute. The formal giving of a judgment in a court proceeding.*
- *AFFIDAVIT -- A written statement of facts voluntarily made by an affiant under an oath or affirmation administered by a person authorized to do so by law.*
- *AGENCY -- A consensual relationship, place where company business or individual is transacted by an agent.*
- *AGENT -- A person authorized to act for and under the direction of another person when dealing with third parties.*
- *APPEAL – A request for a hearing, or the right to have such a hearing in law, by a superior court, of part, or the whole, of a previously tried case from a lower court.*
- *APPEAL BOND-- Operates as a bail bond for an appellant in a criminal case. The conditions are that he or she will surrender himself or herself to serve the sentence if the verdict of the lower court is upheld.*
- *APPEARANCE BOND-- In a criminal proceeding, it guarantees that the defendant will appear in court each and every time he or she is ordered to do so until the case is disposed of by the court.*
- *APPELLANT -- A person who, dissatisfied with the judgment rendered in a lawsuit decided in a lower court and, asks a superior court to review the decision.*
- *APPELLEE -- A party who has won a judgment in a lawsuit or favorable findings in an administrative proceeding,*
- *ARREST -- A seizure or forcible restraint or keeping of a person in custody by legal authority, especially, in response to a criminal charge.*
- *ARREST WARRANT -- A document issued by a judge or magistrate that authorizing someone's arrest by the police. An arrest warrant is issued when the sheriff, county attorney or other law enforcement agency presents convincing evidence that a crime has occurred, and the person to be named in the warrant is criminally responsible for its commission.*

**ASSAULT -- An intentional act by one person that creates an apprehension in another of an imminent harmful or offensive contact.*

** ATTACHMENT - the legal seizure of people, or property, especially to acquire jurisdiction, usually by a court order.*

**ATTORNEY-IN-FACT -- An agent or is a person who is authorized to act on behalf of another person, (bond agent /surety company) usually to perform business or other official transactions.*

**ATTORNEY - somebody legally empowered by a document power of attorney to make decisions and act on behalf of another; a qualified lawyer, especially one who represents clients in court proceedings.*

**AUTHORITY, ACTUAL -- The authority given explicitly, either in Writing or orally, given to an agent by contract and/or by power of attorney.*

**AUTHORITY, APPARENT -- The authority the public or third party may reasonably believe an agent to possess, or which said agent holds himself out as possessing.*

**AUTHORITY, EXPRESS -- Authority or power of attorney directly, firmly, and explicitly stated. Same as actual authority*

**BAIL -- To procure the release of a person from legal custody. Chapter 648, F.S., defines –bail as any type of pre-trial release.*

**BAIL BOND -- A bond executed by a defendant who has been arrested, together with other persons as sureties, naming the sheriff, constable, or marshal as obligee. An –appearance bond.*

**BAIL BOND AGENT -- One appointed as a limited surety agent by an insurer by power of attorney to execute or countersign bail bonds in connection with judicial proceedings.*

**BAIL ENFORCEMENT -- Someone who assists a bail bond agent in the apprehension of a fugitive defendant. Florida Statutes require all such persons to be licensed as a bail bond agent.*

** BANKRUPTCY - is a legal status of a person or other entity that cannot repay the debts it owes to creditors. In most jurisdictions.*

**BATTERY-- The act of unlawfully touching another person.*

**BENCH WARRANT -- A process that is initiated by the court pro se in order to attach or arrest a person. An order that a judge, or group of judges, issues directly to the police with the purpose of directing a person's arrest.*

**BOND --A written instrument in which one party, the principal (Latin: obligor) agrees to perform some act for the benefit of a second party In Chapter 648, F.S., —bond is used to signify all types of pre-trial release. Failure to perform the act obligates the person to pay a sum of money or to forfeit money on deposit.*

***BOUNTY HUNTER--** See –Bail Enforcement Agent. Bounty Hunters are not permitted in the state of Florida. Only a licensed bail bond agent (or authorized law enforcement officer) may apprehend and/or arrest a fugitive.

***BREACH OF CONTRACT --** An unjustified failure to perform an agreement or contract at its due date.

***BUILD-UP FUND --** Funds held in trust for the limited surety agent held by the surety company. The fund helps to indemnify the company from losses caused by the agent.

***BURDEN OF PROOF --** A duty placed upon a civil or criminal defendant to prove or disprove a disputed fact.

*** CEASE AND DECEASE ORDER –** Court or Department ordering an individual, or a business, to stop an illegal activity.

***CAPIAS --** An arrest warrant compelling a person to appear before the court.

***CAPITAL OFFENSE --** A felony punishable by the death penalty.

***CIVIL CASE --** A lawsuit between persons or other entities in their private capacity or relations; the plaintiff usually seeks money damages.

***CLEAR AND CONVINCING --** A standard of proof used in civil cases. Clear and convincing evidence is a greater degree of proof than a pre-ponderance, but a lesser degree of proof than required in criminal cases.

***CO-SURETY--** Two or more sureties liable on the same obligation (same bond)..

***COLLATERALIZE --** is the act where a indemnitor pledges an asset as recourse to the bonding agency in the event that the defendant defaults on the bond..

***COLLATERAL SECURITY --** Valued instrument given by, or on behalf of, the principal or defendant to protect the surety from loss; usually shortened to just –Collateral.

***COMMITTING MAGISTRATE --** A judicial officer with the power to confine a person to prison.

***CONCEALMENT --** Fraudulent failure to reveal information which someone knows and is aware that in good faith he/she should communicate to another.

***CONSIDERATION --** Something of value given by both parties to a contract that induces them to enter into the agreement to exchange mutual performances.

***CONTEMPT BOND --** A bond used in civil contempt cases to guarantee that the principal will obey the orders of the court at a later time.

***CONTEMPT OF COURT (CIVIL) --** Failing to obey the courts orders for the benefit of another party to the proceedings.

***CONTEMPT OF COURT (CRIMINAL)** -- An act of disrespect, offense or injury against the court itself. Punishment is usually handed out immediately and bail is not possible.

***CONTRACT** -- An agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration.

***CONVERSION** -- The unauthorized assumption and exercise of the right of ownership over goods or personal property of another.

***CONVICTION** -- A judgment of guilt against a criminal defendant in a criminal proceeding by a jury, or judge.

***CORPORATE SURETY** -- A legal business entity (a company) created for the purpose of issuing any or all types of bonds.

***CO-SURETIES** –or **CO-SURETY** Two or more sureties to the same obligation.

***COUNCIL** -- In earlier editions of F.S. 648, references were made to the Bail Bond Advisory Council (Council).

***COUNSEL** -- Legal adviser, normally more properly referring to lawyers and attorneys.

***COUNTERSIGN** -- To sign (a document already signed by another) . Or to endorse.

***COURT** -- A judicial tribunal established to administer justice.

***COURT COSTS** -- The fees charged for the use of a court, including the initial filing fee, fees for serving the summons, complaint and other court papers, fees to pay a court reporter to transcribe deposition and in-court testimony and, if a jury is involved, to pay the daily stipend of jurors. Often costs to photocopy court papers and exhibits are also included. Court costs must be paid by both parties as the case progresses, but ultimately, the losing party will be responsible for both parties' costs.

***CROSS-EXAMINATION** -- The questioning of a witness by an attorney other than the one who called that witness to testify.

***DEFAULT** -- An omission; a failure to do that which is anticipated, expected, or required in a given situation.

***DEFENDANT** -- The person defending or denying; the party against whom relief or recovery is sought in an action or suit, or the accused in a criminal case.

***DELEGATE** -- (1) A person who is appointed, authorized, delegated, or commissioned to act in the place of another. (2) Transfer of authority from one to another. (3) A person to whom affairs are committed by another.

***DELIBERATE** -- To weigh, consider, and discuss the evidence given in a trial in order to reach a verdict.

***DEPARTMENT** -- Department of Financial Services.

***DEPOSITION** -- *The testimony of a party or witness in a civil or criminal proceeding taken before trial, usually in an attorney's office.*

***DEPARTMENT OF FINANCIAL SERVICES**.....*A division of the government established to regulate the insurance industry including surety. It is headed by an elected official who is the Chief Financial Officer. In Florida, the Chief Financial Officer also serves as the State Treasurer and Fire Marshal.*

***DISCHARGE** -- (1) *To release.* (2) *To fulfill the obligations of the (surety) bond. A bail bond is –discharged when the case is disposed of.*

***DISPOSITION** -- *In criminal proceedings, the final settlement and termination of the case.*

***ESCROW**-- *place in custody or trust.*

***ESTREATURE** – *The legal process by which a court calls upon the surety to produce the body of the defendant, –estreat and –forfeit are used interchangeably.*

***EVIDENCE** -- *The sworn testimony of witnesses, physical exhibits, a view of the scene (such as a construction site) , or other matters that the judge permits the jury to consider when reaching a verdict.*

***EXECUTE** -- *To complete, or to sign a document to give it legally binding rights; to carry out according to its terms.*

***EXONERATE** -- *To relieve; to remove a burden; to release from a duty.*

***EXTRADITE** -- *–To deliver out , or to give to another.*

***EXTRADITION** -- *The official legal process whereby one country transfers a suspected or convicted criminal to another country where the crime was committed from which he was fleeing.*

***EXTRADITION BOND** -- *A type of surety bond used by the defendant in extradition proceedings to temporarily gain her or his freedom in the arresting state while a decision is pending on whether he or she will be handed over to the requesting state. The bond guarantees that he or she will surrender himself, if ordered to do so, to be returned to the requesting state.*

***FALSE ARREST** -- *Any unlawful physical restraint of another’s personal liberty, whether or not carried out by a peace officer.*

***FALSE IMPRISONMENT**-- *occurs when a person (who doesn't have legal authority or justification) intentionally restrains another person's ability to move freely. This can also be called unlawful imprisonment in the first degree.*

***FALSE SWEARING** -- *A written false statement made while under oath before a notary public or other such official.*

***FELONY**-- *A crime of a graver or more atrocious nature than those designated as misdemeanors. Generally, an offense punishable by death, or imprisonment in the state penitentiary for a term of more than one year, or a life sentence.*

***FIDUCIARY** -- An individual in whom another has placed the utmost trust and confidence to manage and protect property or money. The relationship wherein one person has an obligation to act for another's benefit.

***FINAL JUDGMENT**-- The judgment of a court finally settling the entire matter before it.

***FORFEIT** -- To lose to another person or to the state some privilege, right, or property due to the commission of an error, an offense, or a crime, a breach of contract, or a neglect of duty; to subject property to confiscation; or to become liable for the payment of a penalty, as the result of a particular act.

***FORFEITURE** -- The term applied to the payment of the penal sum, by the surety to the obligee, in the event that the principal does not fulfill the obligations of the bond. Under revised F.S. 648, forfeitures must be paid within sixty days of the forfeiture date or a judgment is entered against the surety.

***FRAUD** -- Deception deliberately practiced in order to secure unfair or unlawful gain to another's damage or disadvantage.

***FUGITIVE** -- One who flees; always used in law with the implication of a flight, evasion or escape from some duty or penalty or from the consequences of a misdeed. Also, one who hides within the jurisdiction of the court to avoid prosecution.

***GENERAL AGENT** -- An individual, partnership, association, or corporation appointed or employed by an insurer to supervise, or manage the bail bond business written by limited surety agents licensed by the company.

***GRAND JURY** -- A body of people summoned by the court to investigate and inform on crimes committed within its area of concern.

***HABEAS CORPUS** -- Latin, --You have the body. A writ (court order) that requires a person under arrest to be brought before a judge or into court.

***HABEAS CORPUS BOND** -- The prisoner's detention. This bond also guarantees the payment of court costs if the detention is deemed to be legal.

***HABEAS CORPUS, WRIT OF**-- (which literally means to "produce the body") is a court order to a person or agency holding **someone** in custody (**such** as a warden) to deliver the imprisoned individual to the court issuing the order and to show a valid reason for that person's detention.

*** HEARING** -- A formal proceeding (generally less formal than a trial) with definite issues of law or of fact to be heard. Hearings are used extensively by legislative and administrative agencies.

***HOLD HARMLESS** -- Protect from loss of liability, indemnity. Also called --save harmless.

***INCARCERATION** -- Imprisonment, confinement in a jail or penitentiary.

***INDEMNIFY** -- To secure against loss, to insure, to hold harmless.

***INDEMNITOR** -- The person who is bound by an indemnity contract, to protect or indemnify the other.

***INDICTMENT** -- An accusation in writing found and presented by a grand jury, to the court in which it is impaneled, charging that a person therein named has done some act, which by law, is a public offense.

***INFORMATION**-- (1) An accusation drawn by a prosecuting attorney against some person for a specific criminal offense, without an indictment. It differs from an indictment only in being presented by a prosecuting attorney instead of a grand jury. (2) The name of the document, sometimes called a criminal complaint or petition in which a prosecutor charges a criminal defendant with a crime, either felony or a misdemeanor. The information tells the defendant what crime he is charged with, against whom and when the offense allegedly occurred, but the prosecutor is not obliged to go into great detail.

***INSTRUMENT** --A written document in law, capable of being used as evidence.

***INSURER** -- The underwriter or insurance company with whom a contract of insurance is made.

***JUDGMENT** -- (1) The decision of a court. (2) The result of the surety's failure to pay forfeiture within the required time. If a judgment remains unpaid over thirty-five days then the bail bond agent can no longer post bonds. If a judgment remains unpaid over fifty days, then the surety company can no longer execute bonds in the state.

***JUMP BAIL** -- Leaving the jurisdiction, or any other act by a defendant to avoid a court's order for the surety to pay.

***JURISDICTION** -- The power to hear and determine a case.

***JURY** -- A certain number of persons, selected according to law, and sworn (jurati) to inquire of certain matters of fact or to decide an issue at law.

***KIDNAPING** -- criminal offense consisting of the unlawful taking and carrying away of a person by force or fraud or the unlawful seizure and detention of a person against his will or consisting of an unlawful restraint of a person's liberty by force or show of force.

***LARCENY** -- The unauthorized taking and removal of the personal property of another by an individual who intends to permanently deprive the owner of it;

***LIABLE** -- Legally responsible.

***LIS PENDENS**-- s is a written notice that a lawsuit has been filed concerning real estate, involving either the title to the property or a claimed ownership interest in it

***LIABLE AGENT** -- The bail bond agent responsible for the supervision of a defendant. Also known as the --requesting agent in a transfer bond.

***LIABILITY** -- (1) In surety, an obligation to be performed or an obligation to fulfill. (2) The face amount of a bond.

***LIMITED SURETY AGENT** -- As defined in F.S. 648, an individual who is appointed by an insurer with power of attorney to execute or countersign bail bonds in connection with judicial proceedings, and who therefore receives, or is promised money or other things of value.

***MAGISTRATE** -- Judicial officer exercising some of the functions of a judge. It also refers generally to the functions of a judge.

***MENS REA** -- The mental component of criminal liability. To be guilty of most crimes, a defendant must have committed the criminal act (the actus reus) in a certain mental state (the mens rea) . The mens rea of robbery, for example, is the intent to permanently deprive the owner of his property.

***MISAPPROPRIATE** -- To use funds or property of another for a purpose other than that which was intended or legally required.

***MISDEMEANOR** -- A crime punishable by a fine or a term of one year or less in other than a state penitentiary. Less serious than a felony.

***MISREPRESENTATION**-- False statements made during the period of inducement to sign a contract. A lie knowingly made.

***MISSTATEMENT** -- A false statement or lie. the act of stating something that is false or not accurate:

***MORAL TURPITUDE** -- An act of baseness, vileness, or depravity in the private and social duties a person owes to society.

***MOTION** -- Application to a court requesting an order or ruling.

***MOTION TO STRIKE**-- A formal request to the judge not to allow testimony to be considered as evidence after it has been spoken by a witness. The judge will instruct the jury to disregard what was said if the motion is granted.

***NEBBIA PROFFER**-- A formal hearing before a magistrate or judge to establish that the premium and collateral being provided for the posting of a bond is *untainted* by illegal activity.

***NE EXEAT** -- Latin, *no exit*.

***NE EXEAT BOND** -- Allows the defendant to go at large until the civil case is finally settled. Guarantees he or she will not leave the state, will appear when ordered, and will obey other orders" of the court.

***NE EXEAT, WRIT OF** -- Order from a judge in a civil case ordering one of the parties jailed to prevent him from leaving the state.

***NO INFORMATION** -- Formal declaration by a prosecuting attorney that information will not be filed in a case.

***NOLLE PROSEQUI** -- Latin, *unwilling to prosecute*. Formal declaration by prosecuting attorney that case will not be prosecuted; *no pros.*- Releases the surety.

***NOLO CONTENDERE** -- Latin, *I do not wish to contest*. Not actually a formal plea, but a statement that a defendant will not offer a defense to an accusation. Usually treated as a guilty plea by a court.

***OBLIGEE** -- *The party to whom some obligation is due. In bail contracts, the Governor of the State of Florida, as represented by the courts, is the obligee.*

***OBLIGOR** -- *The party who owes the duty or debt; the principal. In bail, the defendant.*

***PECUNIARY** -- *Involving money.*

***PENAL SUM** -- *In surety, the face amount of a bond. The total amount the surety will be forced to pay if the principal defaults. Sometimes called the PENALTY.*

***PERJURY** -- *A false statement made under oath in a judicial proceeding.*

***PETIT JURY** -- *Jury in an ordinary trial.*

***PLAINTIFF** -- *The party (person, corporation or legal entity) which initiates the lawsuit. In some states the plaintiff is referred to as the petitioner.*

*** PLEA** -- *The first privilege by a criminal defendant, the defendant's declaration in open court that he or she is guilty or not guilty. The defendant's answer to the charges made in the indictment or information.*

***PLEA BARGAIN** -- *Process where the accused and the prosecutor in a criminal case, usually by the accused agreeing to plead guilty to a lesser offense. Such bargains are not binding on the court. Also referred to as, plea negotiating.*

***POSTING AGENT** -- *In a transfer bond, also referred to as the –non-liable agent.*

***POSTING FEE** -- *In a transfer bond, the fee charged by the posting agent — currently the maximum posting fee in Florida is \$100.00.*

***POWER OF ATTORNEY** -- *A written instrument authorizing an agent to perform certain acts on behalf of the principal.*

***PRECEDENT** -- *Law established by previous cases which must be followed in cases involving identical circumstances.*

***PREMIUM** -- *The sum paid to an insurer for providing insurance or a surety bond.*

***PRE-SENTENCE INVESTIGATION** -- *Investigation conducted by probation department to assist the court in sentencing a criminal offender. Usually includes prior convictions; prior arrests; employment history; and educational, family, and social background.*

***PRESUMPTION OF INNOCENCE** -- *A defendant is presumed to be innocent in a criminal case and may only be found guilty if the states presents enough evidence to overcome this presumption.*

***PRE-TRIAL INTERVENTION** -- *A remedial program whereby a defendant (usually a first- offender) is removed from the regular court process and placed into a voluntary program of probation. Sometimes referred to as a –diversion program.*

***PRINCIPAL** -- (1) In a surety contract, the obligor. (2) In contracts of agency, the principal is the party giving power of attorney to another. (3) In an indemnity contract, the principal is the indemnitor.

***PROBABLE CAUSE** -- Facts sufficient to cause a person of reasonable caution to believe a crime has been committed, and if applicable, that a specified person has committed the crime.

***PROFESSIONAL BOND AGENT** -- In F.S. 648, any person who pledges U.S. currency, U.S. postal money orders, cashier's checks, or other property as security for bail bonds in judicial proceedings, and who receives or is promised money or other things of value therefor.

***PROSECUTOR** -- Person who brings a charge on behalf of the state in a criminal case usually a state's attorney.

***QUALIFIED IMMUNITY** -- Qualified immunity is designed to protect all but the plainly incompetent or those who knowingly violate the law. Law enforcement officers are entitled to qualified immunity when their actions do not violate a clearly established statutory or constitutional right.

***REAL PROPERTY** -- Land and all the buildings that are attached to it. Anything that isn't real property is personal property, and personal property is anything that isn't nailed down, dug into or built onto the land. A house is real property, but a dining room set is not.

***REBATE** -- The return of part of a fee or payment.

***RECOGNIZANCE** -- A promise; an undertaking.

***RECOGNIZANCE, RELEASE ON** -- Release from jail on the defendant's promise to appear. Referred to as **-ROR**.

***REMAND** -- To keep in or return to prison.

***REMISSION** -- Release as from a debt or obligation; pardon.

***RESIST** -- To oppose, an opposition by direct action.

***REVOKE** -- To cancel permanently.

***RULE** -- In the Florida Statutes and in this course, refers to the Administrative Rules of the Insurance Commissioner.

SECURITY AGREEMENT-- is a document that provides a lender a **security interest** in a specified asset or property that is pledged as collateral

***SENTENCE** -- Punishment in a criminal case. A sentence can range from a fine and community service to life imprisonment or death between life in prison without parole and death.

***STATUTE OF FRAUD** -- a statutory requirement that certain contracts must be in writing.

***STATUTORY LAW**:- are written laws passed by a body of legislature.(legislative branch of the government).

**STAY -- To temporarily postpone.*

**SUFFICIENCY -- Ampleness, adequacy. To –determine the sufficiency of bail means to decide whether the assets pledged are equal to the amount of the bond.*

**SUI JURIS -- Latin, –Of her or his own right ; possessing full social and civil rights. Having capacity to manage one’s own affairs. The legal ability to act for one’s self.*

**SUMMONS -- Instrument used to commence a civil action or special proceeding; the means of acquiring jurisdiction over a party.*

**SUPERSEDEAS -- To set aside, replace, make void, from the Latin derivative: –you shall forbear.*

**SUPERSEDEAS BOND – In criminal proceedings, allows a defendant his freedom during the period of the stay.*

**SUPERSEDEAS, WRIT OF -- Writ issued by a higher court to delay or stop the carrying out of the orders of the lower court. Referred to as a –stay.*

**SURETY -- Under F.S. 648, an insurance company or surety company that guarantees in dollars to pay money if the defendant (principal) fails to perform.*

**SURRENDER -- The deliverance of an accused to the proper authorities.*

**SURVEILLANCE -- Oversight or supervision; observation.*

**SUSPEND -- To put aside temporarily.*

**TEMPORARY LIMITED SURETY AGENT -- a temporary limited surety agent works under the direct supervision of his/her primary agent until the passing of the state exam.*

**TESTIMONY -- Evidence given by a witness under oath.*

**THWART -- prevent (someone) from accomplishing something. To hinder or prevent (the efforts, plans, or desires) of.*

**UNDERTAKING -- A promise to perform some act.*

**UNDERWRITE -- To sign one’s name thereby assuming a liability; to insure the satisfaction of an obligation, such as a surety contract.*

**UNDERWRITING AUTHORITY -- The maximum bond amount –per defendant that a limited surety agent is authorized to execute on behalf of a surety company.*

UNIFORM CRIMINAL EXTRADITION ACT -- An extradition is surrendering the custody of an accused from one state or country to another state or country to place the accused on trial or punishment. (Florida, Alaska, and Hawaii do not **extradite for a misdemeanor conviction that was convicted in the US, as of 2010. Federal charges are governed by U.S. federal law and most **states**, with the exceptions of South Carolina and Missouri, have adopted the **Uniform Criminal Extradition Act**.)*

***UNIFORM COMMERCIAL CODE FILING (UCC)** -- is a legal form that a creditor files to give notice that it has or may have an interest in the personal property of a debtor (a person who owes a debt to the creditor).

***UNLAWFUL FLIGHT TO AVOID PROSECUTION (UFAP)** -- Flight to avoid prosecution or giving testimony, the primary purpose of the Fugitive Felon Act is to permit the Federal government to assist in the location and apprehension of fugitives from state justice.

***VACATE** -- *To render void; to set aside, as an order of forfeiture or a judgment.*

***VERDICT** -- *The formal decision made by a jury on the questions given to the jury regarding the trial of a case. The verdict is always unanimous;*

***WAIVER** -- *The giving up of a known right.*

***WARRANT (OF ARREST)** -- *A written order commanding the sheriff or other law enforcement officer to seize the named person to answer for some offense. Is used interchangeably with –capias.*

***WILLFUL** -- *Intentional and voluntary, as distinguished from accidental or by force.*

***WRIT** -- *A written judicial order.*

What is the difference between kidnapping and false imprisonment? Kidnapping occurs when a person, without lawful authority, physically moves another person without that other person's consent. False imprisonment, on the other hand, gives rise to a civil claim for damages.

STEPS TO OBTAIN TEMPORARY RESIDENT LIMITED SURETY AGENT (BAIL BOND AGENT) LICENSE:

TYPE AND CLASS: T2-35 Temporary Resident Limited Surety Agent (Bail Bond Agent)

While accompanied by a supervising bail bond agent or an agent from the same agency: Presenting defendants in court; apprehending, arresting, and surrendering defendants to the proper authorities; and keeping defendants under necessary surveillance.

Step 1 - You must be:

_____ A natural person at least 18 years of age. A resident of the state of Florida.
A United States citizen or legal alien who possesses a work authorization from the United States Immigration and Naturalization Services.

_____ Employed at the time of licensure and at all times throughout the temporary license by only one licensed and appointed supervising bail bond agent.

Step 2 - Must have the following prerequisite(s) before applying:

_____ Successfully completed the 120-hours basic certification course with the **Florida Bail Bond Academy (904) 677-5113** making a grade of 80 percent.. <http://www.floridabailbondacademy.com/>

_____ Successfully completed a correspondence course offered by: The University of Florida (352) 392-1711 or click here > <https://bit.ly/3hscO0p> (Must be completed within the last four (4) years)

Step 3 – Employment or appointed supervising bail bond agent.

_____ Step 4 - You and your supervising bail bond agent must each file an affidavit under oath, on form [DFS-H2-1509](#), verifying your required employment before issuance of the license

_____ Submit at least three (3) [notarized statements](#) to the department by reputable citizens who are residents of the same counties in which you proposes to engage as a temporary licensee

_____ Submit a recent credential-sized, full face photograph

_____ Submit the bail bond [appointment form \(DFS-H2-1544\)](#) along with the \$90 fee for appointing a T2-35. This does not have to be paid by the applicant

If licensed in another state within four (4) years, provide a Letter of Clearance.

_____ Step 5 – Apply and Send prerequisite(s) to department:
Answer all of the questions and pay the fees to complete online application.
[Fingerprinting fees are not included and must be paid directly to vendor]

Send proof of prerequisite to the Department of Financial Services, Bureau of Licensing.

Mail to:
Department of Financial Services
Bureau of Licensing, Room 419
200 East Gaines Street
Tallahassee, FL 32399-0319
AgentLicensing@MyFloridaCFO.com

Note: If you have taken a pre licensing course, your pre licensing education provider will automatically send the Bureau proof within 20 days of your passing date.

Step 6 - Fingerprints:

You must be fingerprinted. Choose method below to view detailed instructions:

[LIVESCAN or FINGERPRINT CARDS](#)

Step 7 – Set-up MyProfile account and Status notification(s):

Once an application has been submitted, you may check your [MyProfile](#) account for the status of your application. Deficiencies will be listed under the pending license type.

Step 8 - License Card:

Once all the above steps have been satisfied, the department will send your approval by email. You will be required to contact PearsonVue and schedule a time to take your license photo. Once you have taken the photo, you will receive your photo license ID card via 2nd day mail; this is due to specific legal requirements.

A temporary bail bond agent must be employed full-time and shall be physically accompanied by the supervising bail bond agent or bail bond agent from the same agency as required by Sections 648.25(8) and 648.355, F.S. The term "full-time" means that the temporary bail bond agent must work at least 1,540 hours during 12 months of employment as a temporary bail bond agent, which equates to a minimum of 30 hours per week.

Applicant may apply for the permanent license after completing 12 months of employment with at least 1,540 hours, pursuant to s. 648.355, F.S., and further clarified in Rule 69B-221.051, F.A.C.

Applicant may apply for the permanent license

After completing 12 months of employment with at least 1,540 hours.

Go to your [MyProfile](#) account and select new license and follow the prompt.

Once all the above steps have been satisfied, the department will send your approval by email. You will be required to contact PearsonVue and schedule a time to take your state license test.

NO WORRIES YOU HAVE THREE TEMPTS TO PASS

IRS Form 8300

Form 8300 is a document that must be filed with the IRS when an individual or business receives a cash payment over \$10,000. Businesses that deal in large cash transactions are required to report all of their dealings accurately and honestly with the IRS. One way the IRS makes sure that businesses stay honest is by requiring Form 8300. The IRS has little tolerance for errors and failure to file Form 8300 can result in penalties.

Form 8300 Rules

If you or your business receives a payment of \$10,000 in cash (or more), the total amount must be included and you are required to file. Form 8300 must be filed for each separate transaction that exceeds the \$10,000 in cash limit. However, only the recipient of the funds is required to file a Form 8300 with the IRS. Any transactions that occur between a payer and the recipient in a 24-hour period are considered related transactions. Financial exchanges that occur over a time period that exceeds 24-hours can still be considered related if the recipient knows, or has reason to know, that each transaction is on a series of connected transactions.

All transactions that are considered related and exceed \$10,000 in cash payments as a whole, must be reported in a Form 8300. It doesn't matter how many transactions a deal is broken into or how long (within a 12-month period of time) your transactions are spaced out; if the IRS considers them to be related, you can be penalized for failing to file.

It's also important to understand what forms of currency fall under the umbrella definition of cash. According to the IRS, cash includes the coins and currency of the US or foreign countries, cashier's checks, bank drafts, traveler's checks, and money orders with a face value of \$10,000 or less. Cash is not defined as personal checks drawn on the account of the writer. Cashier's checks, bank drafts, traveler's checks, or money orders with a face value of more than \$10,000 are not considered cash either.

Form 8300 Requirements

The IRS requires that you file Form 8300 within 15 days of receiving the money in a transaction. Failing to do so will accrue you or your business penalties if the IRS finds out. If you simply fail to file on time, then the penalties will be \$100 for each occurrence. If your business makes less than \$5 million per year, the maximum amount you can pay the IRS in penalties is \$500,000 per fiscal year. However, if you correct the failure to file within 30 days, the penalty ceiling will drop to \$75,000. Other important requirements include:

The identity of the individual from whom the cash was received: This includes the individual's name, address, and contact information. **The person on whose behalf this transaction was conducted:** If you are a business owner and one of your employees handles the transaction, you are required to give detailed information such as their name and employee ID.

2021 Legislation Highlights

Managing General Agents

Recent legislation made changes to [s. 626.7452](#), F.S., provides that managing general agents (MGAs) are subject to examination authority by the Florida Office of Insurance Regulation (OIR). The law defines the acts of the MGA are considered to be the acts of the insurer on whose behalf it is acting.

Effective Date: July 1, 2021, Laws of Florida, [Ch. 2021-77](#)

More detailed analysis for this bill is located in this newsletter under [2021 Legislative Session Results](#).

House Bill 1209 - Highlights

Bail Bonds

- The legislation made changes to [s. 648.30](#), F.S., and criminalizes the act of aiding and abetting an unlicensed person:
(5) Any licensee under this chapter who knowingly aids or abets an unlicensed person in violating this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

Effective Date: July 1, 2021 - Laws of Florida, [Ch. 2021-113](#)

More detailed analysis for this bill is located in this newsletter under [2021 Legislative Session Results](#).

Senate Bill 1120

Bail Bonds

The bill amended [s. 648.44](#), F.S. regarding solicitation:(1) A bail bond agent or temporary bail bond agent may not:

(c) Initiate in-person or telephone solicitation after 9:00 p.m. or before 8:00 a.m., in the case of domestic violence cases, at the residence of the detainee or the detainee's family. Any solicitation not prohibited by this chapter must comply with the telephone solicitation requirements in ss. 501.059(2) and (4), 501.613, and 501.616(6).

Effective Date: July 1, 2021, Laws of Florida, [Ch. 2021-185](#).

More detailed analysis for this bill is located in this newsletter under [2021 Legislative Session Results](#).

Senate Bill 1598

Telephone Solicitation

New laws related to telephone solicitation went into effect July 1, 2021, and authorize DFS to suspend, revoke, or refuse to issue the license of an insurance agent, adjuster, customer representative, service representative, or managing general agent that makes a consumer's personal financial or medical information available to the public, or initiates in-person or telephone solicitation with a prospective customer after 9 p.m. or before 8 a.m., unless the customer requests otherwise.

Changes to Florida Statutes [s. 626.621](#):

(16) Taking an action that allows the personal financial or medical information of a consumer or customer to be made available or accessible to the general public, regardless of the format in which the record is stored.

(17) Initiating in-person or telephone solicitation after 9:00 p.m. or before 8:00 a.m. local time of the prospective customer unless requested by the prospective customer.

Effective Date: July 1, 2021, Laws of Florida, [Ch. 2021-104](#)

Note: A similar law under Senate Bill 1120 regarding telephone solicitation by bail bond agents was added under SB 1120, [s. 648.44\(1\)\(c\)](#), F.S (Laws of Florida, [Ch. 2021-113](#))

Senate Bill 1120 - Laws of Florida, [Ch. 2021-185](#), includes laws under Florida Statutes Chapter 501 which may also apply to Department licensees. The Florida Department of Agriculture and Consumers Services holds regulatory authority related to enforcement of those laws.

More detailed analysis for this bill is located in this newsletter under [2021 Legislative Session Results..](#)

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SURETY CORPORATION
BAIL BONDSMAN AGREEMENT

This Agreement (the "**Agreement**") is entered into as of the ___ day of _____, 20___, by and between _____ SURETY CORPORATION, a South Carolina corporation, (the "**Company**"); and

- _____ Bail Bonds, Inc. ("**Bondsman**"); [and]
- Rodwick Dowston D/B/A Surety 3 General Agency LLC ("**General Agent**" or "**GA**");

(The Bondsman and the Associate Bondsman are also hereinafter referred to individually and collectively as the "**Appointee**." The Company and the person(s) indicated above are hereinafter collectively referred to as the "**Parties**.")

FOR AND IN CONSIDERATION of the promises set forth hereinafter, the Parties agree as follows:

1. **General Purpose.** Subject to the following terms and conditions, the Company shall act as surety for bail bonds ("**Bonds**") solicited and executed in its name by the Appointee in Hillsborough County, Florida and/or in such other area as the GA may designate from time to time. The Appointee shall solicit and execute Bonds solely in the Company's name and solely in the area now or hereafter designated unless otherwise authorized and/or directed by the GA.
2. **Parties' Duty to Deal with the Company.** The Appointee shall act for and in behalf of the Company in all respects hereunder and except as otherwise authorized herein and/or directed by the Company, each of the other Parties shall deal exclusively with the Company in all matters.
3. **General Status and Duties.** The Appointee agrees that, as to the Company and the GA, he is an independent contractor and not an employee and acknowledges that neither the Company nor the GA has any duty to deal exclusively with him in the area now or hereafter designated in accordance with § 1 of this Agreement. The Appointee warrants that he is a licensed professional bail bondsman with the requisite authority to solicit and execute Bonds in the State of Florida and that there has been no loss, misappropriation, conversion, or theft of any collateral being held by the Appointee in trust for any insurance company by which the Appointee was previously appointed.
4. **Branch Agency.** Bondsman warrants that Associate Bondsman is the designated professional bail bondsman in charge of a branch location of Bondsman's insurance agency and that Bondsman has made the necessary filings required to notify the Department of Financial Services (the "**Regulator**") of this designation. The Bondsman further warrants that each office location of the Bondsman's agency, including its headquarters location, is under the direct supervision of either the Bondsman, Associate Bondsman or another professional bail bondsman licensed in the State of Florida who also has been appointed to represent the Company.
5. **Powers of Attorney.** The GA shall furnish Bondsman with such powers of attorney ("**Powers**") as it shall have received from the Company, general and/or otherwise, in such numbers, denominations and at such times as the GA from time to time shall determine. In turn, Bondsman shall furnish Associate Bondsman with those Powers he has received from the GA, general and/or otherwise, in such numbers, denominations and at such times as Bondsman from time to time shall determine. The Appointee shall immediately deliver any and all unused Powers to the Company or the GA upon demand. Should any Powers be unaccounted for, stolen, or otherwise lost, the Appointee shall immediately report the same to the Company, and unless otherwise authorized and/or directed by the Company, immediately make full premium remittances for such Powers based on the maximum denominations thereof.

cannot locate the collateral, shall pay the indemnitor pursuant to the provisions of this § 7.

- (g) The Appointee shall give copies of all documents and notices rendered under this § 7 to both the Company and the GA.
- 8. Bond Premium Rates, Collection and Remittances.** The Company shall have the right to fix and, from time to time, change Bond premium rates. The Appointee shall charge, collect, and protect all premiums as authorized and/or directed by the Company from time to time and as communicated to him by the GA.
- (a) Unless otherwise authorized and/or directed by the Company from time to time, and without regard to premium credit extended to customers, if any, the Bondsman shall remit to the GA within 30 days of execution of each Bond hereunder, such cash sum from premiums collected either by him or by Associate Bondsman as shall equal _____ % (\$_____ per \$1,000) of the face or principal amount of such Bond.
- (b) The Bondsman shall either retain all remaining premiums collected, or distribute them among the Parties as they shall determine.
- (c) All premiums, return premiums, or other funds belonging to the Company or others received by the Appointee (or his agents or employees) under this Agreement are trust funds received by the Appointee in a fiduciary capacity, and the Appointee must account for and pay the same to the Company, Bond principal, or other person entitled to such funds.
- (d) In any year, the Appointee may not underwrite Bonds which generates premium in an aggregate amount which exceeds 30% of the Company's net free surplus as shown in the Company's most recent annual financial statement.
- (e) In no event may Appointee underwrite or issue bonds for a single risk the amount of which would exceed 10% of the Company's total Capital and Surplus as reflected in its most recent annual financial statement.
- 9. Interests in Bond Premiums.** The entire right, title and interest in and to any and all premiums chargeable, charged, receivable, collected and/or held by any of the Parties or otherwise, shall belong solely to the Company until actual receipt by the Company of its total entitlement therein as described in § 8 of this Agreement. Upon full receipt, said entitlement shall be and remain the sole and separate property of the Company, and the entire right, title and interest in and to any and all premium amounts remaining, whether chargeable, charged, receivable, collected, and/or held by any party hereto or otherwise, shall be the sole and separate property of Bondsman as the Parties shall agree.
- 10. Bond Cancellation.** The Company shall have the right to cancel or not renew any bail bond subject to the applicable laws and regulations of the State of Florida concerning the cancellation and non-renewal of bail bonds. The Appointee shall be solely responsible for cancellations of Bonds he has issued. The Appointee shall report any and all terminations of Bond liability to the Company; collect cancelled Bonds; secure documents of liability discharge; and/or deliver to the Company cancellation reports, cancelled Bonds and/or other evidence of liability discharge as authorized and/or directed by the Company from time to time.
- 11. Duties with Regard to Compliance by Bond Principals.** The Appointee shall be solely responsible for compliance by Bond principals. Upon surrender or recommitment of a Bond principal, the Appointee must provide the Bond principal with a statement of surrender signed by the Appointee which states the reason for surrender. The statement must be attached to the surrender form with a copy provided to the defendant and a copy maintained in the Appointee's records. The Appointee shall assist the Company (including refraining from participation) in the location, apprehension, holding, movement, extradition and/or surrender of Bond principals; court appearances of Bond



apprehension, holding, movement, extradition, and/or surrender of Bond principals; collection, protection, investment, transmission and/or application of collateral; questions about or assertions of rights by third parties against any of the Parties or their rights hereunder; exercise, defense and/or enforcement of any right of the Company hereunder; negotiation and settlement of charges, claims and demands of whatever type and nature; and participation in any judicial proceeding, voluntarily or otherwise.

- (b) Except insofar as may be provided otherwise hereafter, as between Bondsman (and Bondsman's Indemnitor) and Associate Bondsman (and Associate Bondsman's Indemnitor), or any of them, said indemnification liabilities, insofar as possible, shall not be coterminous, i.e., satisfaction of any part or all of said liabilities of one such party shall not, except to the extent necessarily so, if any, discharge any part or all of such liabilities of either or both of the others.

15. Special Indemnification. In the event of breach of this Agreement by any of the Parties and/or any action by the Company to enforce that Party's compliance herewith, notwithstanding anything elsewhere herein to the contrary and in addition to and not in derogation of any and all liability the Parties or any of them otherwise may have at law and/or equity for nonperformance of this Agreement, each of the Parties, jointly and severally, shall indemnify, hold, and save the Company and each other of them harmless from any and all damages, losses, injuries, costs, expenses and liabilities, including, but not limited to, 100 % of profits, business assets and/or goodwill, liabilities to any of the Parties, liabilities to third persons travel expenses (including food and lodging), telephone and postage expenses, special assistance fees, special employment expenses, investigator fees, attorney fees, accountant fees, expert fees, collection fees, trial preparation expenses, court costs, penalties, judgments, judgment execution expenses and the like which the Company may sustain or incur from time to time as a result of, arising from or in connection with such breach by any of the Parties and/or such enforcement action by the Company.

16. Build Up Fund. As security for any and all indemnifications set forth in §§ 14 and 15, and without limitation to the scope thereof or liability therefore, the Appointee shall forthwith deliver to the Company the cash sum of \$ 00, and within 30 days of execution of each Bond hereunder, an additional cash sum equal to % (\$, per \$1,000) of the face or principal amount of such Bond, and/or such other cash sums and/or other assets, and at such times, as the Company shall direct from time to time. Such cash sums and/or other assets, the income wherefrom, and the investment and reinvestment thereof shall be known as the Build Up Fund ("BUF").

- (a) The Company shall maintain the BUF as a trust fund created on behalf of the Appointee in a fiduciary capacity to be used to indemnify the Company for losses and any other agreed-upon costs related to Bonds executed by the Appointee. The BUF is the sole property of the Appointee. Interest on the BUF shall accrue to the Appointee.
- (b) The Company shall immediately deposit and hold all funds posted by the Appointee to the BUF and pledged to indemnify the Company in an individual trust account for the Appointee in a financial institution located in the State of Florida that is a member of the Federal Reserve System, in the name of the Appointee. The Company must provide copies of BUF account statements to the Appointee.
- (c) The Company shall maintain an accounting of the BUF which designates the amounts collected on each Bond written by the Appointee. The account balance of the BUF may not exceed 40% of all premium generated under this Agreement.
- (d) The Company may from time to time, in its sole discretion and for such values as it deems appropriate, convert non-cash assets pledged to the BUF, if any, to cash either by sale or otherwise. The GA shall have the right to invest and reinvest any and all cash sums and/or other assets in the BUF from time to time as it shall deem proper, and any and all income wherefrom shall at such times as the Company shall determine, be invested and reinvested in principal.

PALMETTO SURETY CORPORATION

BAIL BOND EXECUTION REPORT

Report the execution of the following bail bonds and attach hereto checks and/or cash in settlement thereof:

Date 3/18/13

Report No. 123

Agent Name Karen Wright

Page 1 of 1

ENCLOSE EXECUTION SLIPS WITH REPORT - ALL PARTS OF VOIDED POWERS MUST BE RETURNED
*See Below

Sub-Agent Code

**See Below

Rev File Symbol	Power No. Serial	Defendant's Name (Last Name, First Name)	Execution Date Mo Day Yr	Bond \$ (7)	\$ (2)	Gross \$ Premiums (7)	\$ (2)	Net Premiums (5)	\$ (2)	Code (1)	Court City (8)	State (2)	Case Number	Col- lateral Type
PSC	123174	DOE, JOHN	1 1 13	5,000	00	500	000	75	00		CHARLESTON	SC	m1234	1
				TOTALS	\$5,000	00	\$500	00	75	00				

Amount remitted to supervising agents: \$75

Amount remitted to Net Premiums: \$75

8.U.F. 00 \$50 00

REWRITE BONDS - INSTRUCTIONS
When the bond is a rewrite of previously executed bond(s), use a multiple line entry for the transaction as follows: Enter "S" in rewrite symbol column on the first line and complete that line in the normal manner. Enter the No. of the original bond in the defendant's name field on the line immediately below the entry under (1). I.E. the second line and leave the remaining fields on that line blank. Where more than one original bond, use as many additional lines as required.

****COLLATERAL INSTRUCTION**
Under the column, please indicate by use of following symbol:
N - None
C - Cash (indicate amt. in column)
P - Property
I - Indemnitor
O - Other

AGENT NAME/ADDRESS/TELEPHONE

Agent and Agency Information

BAIL BOND INFORMATION SHEET

BOND DEFENDANT:

POWER OF ATTORNEY NUMBER(S):
Power Numbers

Defendant Name

AS PRINCIPAL (DEFENDANT) AND/OR INDEMNITOR (GUARANTOR) ON A BAIL BOND, YOU MUST BE GIVEN A COPY OF ANY COLLATERAL DOCUMENTS THAT YOU SIGN RELATING TO THE ABOVE BOND(S).

WHEN ALL AGREEMENTS HAVE BEEN FULFILLED AND BOND IS DISCHARGED IN WRITING BY THE COURT, AND WITHOUT LOSS EXPENSE ON THE BOND(S), YOUR COLLATERAL WILL BE RETURNED TO YOU.

BE AWARE: YOUR COLLATERAL IS AT RISK IF THE PRINCIPAL FAILS TO APPEAR IN COURT OR IF THE PRINCIPAL COMMITS ANY BREACH (VIOLATION) OF AGREEMENT.

ANY OF THE FOLLOWING HAPPENINGS IS A BREACH OF AGREEMENT:

1. If principal fails to appear in court;
2. If principal shall depart the jurisdiction of the court without the written consent of the court and the Surety, or its agent;
3. If principal shall move from one address to another without notifying the Surety, or its Agent, in writing, prior to said move;
4. If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of the bond(s);
5. If principal is arrested and incarcerated for any offence other than a minor traffic violation;
6. If principal shall make any material false statement in the application;
7. If principal shall violate any special restriction or condition of the bond(s) imposed by the Court.

FOR GENERAL INFORMATION REGARDING YOUR COLLATERAL, CONTACT THE AGENT AS SHOWN ON THE TOP OF THIS SHEET. FOR FURTHER INQUIRY/COMPLAINT, CONTACT

**Bail Bond Administrator
Florida Insurance Dept.
200 East Gaines Street
Tallahassee, FL 32399-0300 Phone: 850-413-3136**

PRINCIPAL/INDEMNITOR ACKNOWLEDGMENT

I/WE HAVE RECEIVED A COPY OF THIS INFORMATION SHEET. I/WE HAVE RECEIVED A COPY OF ALL COLLATERAL DOCUMENTS THAT I/WE SIGNED REGARDING THE ABOVE BOND(S).

SIGN: Defendant Signature

SIGN: Indeminitor signature

SIGNED ORIGINAL TO AGENT'S BOND FILE
COPY TO DEFENDANT AND EACH INDEMNITOR

Co-Indeminitor Signature

******* READ CAREFULLY *******



PALMETTO SURETY CORPORATION
 126 SEVEN FARMS DRIVE, SUITE 170
 CHARLESTON, SC 29492
 1-866-372-0827 www.palmettosurety.net

BAIL BOND PREMIUM RECEIPT

PREMIUM RECEIPT NO.

P 33850

Received from Premium Payer Name Receipt Date _____
 The Sum of Total Premium Charged \$ _____
 CASH CHECK CREDIT CARD MONEY ORDER
 Defendant Defendant Name Bond Amount \$ Bond \$ _____
 Power of Attorney No. Power Number Court Type _____
 Charged with Charges _____
 Collateral Receipt No. Coll. Receipt # Received by Agent Signature _____
 Print Name Agent Name _____

BAIL BOND PREMIUM*	Total premium charged
MISC. CHARGES	Additional Fees
TOTAL CHARGES	Total \$
RECEIVED ON ACCOUNT	Amount Received Today
BALANCE	Remaining Balance

A
G
E
N
C
Y

Agency Contact Info

*PREMIUM IS NON-REFUNDABLE

NON-PAYMENT OF PREMIUM IS A BREACH OF BOND TERMS AND CONDITIONS

POWER AMOUNT
\$5,000.00

PALMETTO SURETY CORPORATION
Bail Bond Department
126 Seven Farms Drive, Suite 170, Charleston, SC 29492
CERTIFICATE OF DISCHARGE BOND

PSC5 123174

This is to certify that on or about the Day day of Month, Year, I examined the records of Court Type Court and found that the bond with corresponding power number above has been discharged of record by reason of the following disposition: Pled Guilty Found Guilty Case Dismissed Forfeiture Paid Other Any Reason not listed
Date of Discharge Discharge Date Person rendering decision Judge's Name
Witness my hand and official seal this Day day Month of Year Clerk of Court Signature
Clerk of Court

Bond Executed this _____ day of _____

Bond Amount \$ _____ Appearance Date _____

Defendant: _____

Court _____

Case # _____

Case # _____

Case # _____

County _____ City _____ St. _____ Zip _____

Offense _____ IVP

Offense _____ IVP

Executing Agent _____ IVP

Premium \$ _____

Attorney _____

Address _____

City _____ State _____

If Rewrite Original No. _____ Original Amount _____

Collateral (Circle Indemnitor One) Describe _____

Date Of Birth _____ Soc. Sec. # _____



DEPARTMENT OF FINANCIAL SERVICES

Division of Agent & Agency Services – Bureau of Investigation - Bail Bond Section
200 East Gaines Street, Larson Building #412, Tallahassee, FL 32399-0320

FILING OF BAIL BOND AGENCY BUSINESS NAME AND DESIGNATION/DELETION OF PRIMARY BAIL BOND AGENT

This form must be filed with the Department of Financial Services within 10 working days after agency inception, agency change of address or change of primary bail bond agent designation, pursuant to ss. 648.387 & 648.421, FS

AGENCY INFORMATION		Is this a new bail bond agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
AGENCY NAME:	_____	EMAIL:	_____
ADDRESS:	_____		
CITY	Florida	ZIP CODE:	_____
PHONE:	_____	FAX:	_____

PRIMARY BAIL BOND AGENT		The primary bail bond agent is responsible for the overall operation and management of this bail bond agency location.			
	LICENSE #	LAST NAME	FIRST NAME	JR./SR. ETC.	M.I.
DESIGNATE:	_____	_____	_____	_____	_____
DELETE:	_____	_____	_____	_____	_____

OWNER INFORMATION					
	LICENSE #	LAST NAME	FIRST NAME	JR./SR. ETC.	M.I.
OWNER:	_____	_____	_____	_____	_____

SIGNATURES

I attest that the above information is correct. The change is effective as of the date listed below.
I understand I must file a new form within ten (10) working days after a change in the information provided on this form.

OWNER'S SIGNATURE:	_____	DATE:	_____
PRIMARY BAIL BOND AGENT'S SIGNATURE:	_____	DATE:	_____

PLEASE NOTE: All questions will be directed to the primary bail bond agent listed on this form.

PLEASE RETURN THIS FORM TO THE ADDRESS LISTED AT THE TOP OF PAGE OR FAX TO (850) 488-5951.

PALMETTO SURETY CORPORATION

126 Seven Farms Drive, Suite 170 - Charleston, SC 29492-7595

FINANCIAL STATEMENT AND INDEMNITY AGREEMENT

AGENT WRITING AGENT'S NAME
 POWER NO. POWER NUMBER(S) (PSCO)
 CAUSE NO. CASE NUMBER(S)
 EXECUTION DATE BOND EXECUTION DATE

NAME OF INDEMNITOR INDEMNITOR'S FULL NAME FIRST MIDDLE LAST PHONE INDEMNITOR'S # DATE OF BIRTH INDEMNITOR'S DOB
 RESIDENCE ADDRESS INDEMNITOR'S CURRENT ADDRESS CITY STATE ZIP
 SOCIAL SECURITY NO. INDEMNITOR'S SS# EMPLOYED BY INDEMNITOR'S EMPLOYER BOSS INDEMNITOR'S DIRECT SUPERVISOR
 EMPLOYER'S ADDRESS INDEMNITOR'S EMPLOYER'S ADDRESS CLOCK # CLOCK IN # OR EMPLOYEE # DEPT. DEPT. PHONE
 SPOUSE'S NAME INDEMNITOR'S Spouse's Name DATE OF BIRTH Spouse's DOB
 EMPLOYED BY SPOUSE'S EMPLOYER ADDRESS EMPLOYER'S ADDRESS PHONE
 PARENTS' INDEMNITOR'S PARENT'S NAME ADDRESS INDEMNITOR'S PARENT'S ADDRESS

PERSONAL REFERENCES	WORK OR HOME ADDRESS	PHONE
1. INDEMNITOR'S REFERENCE	REFERENCE ADDRESS	REFERENCE #
2. INDEMNITOR'S REFERENCE	REFERENCE ADDRESS	REFERENCE #
3. INDEMNITOR'S REFERENCE	REFERENCE ADDRESS	REFERENCE #

ASSETS	LIABILITIES
Cash in _____, Bank \$ _____	Money Borrowed on Notes \$ _____
Stocks, bonds, mortgages (market value): \$ _____ \$ _____	
Real estate, the title to which is in my name alone: A. \$ _____ B. \$ _____	Mortgages on real estate scheduled opposite: A. \$ _____ B. \$ _____
Accounts receivable \$ _____	Accounts Payable \$ _____
Other assets (in detail) \$ _____	Other Liabilities (in detail) \$ _____
Total Assets \$ _____	Total Liabilities \$ _____

The maker of the above statement hereby authorizes the Surety to confirm the back balances claimed and all other items comprising said statement.

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY!

INDEMNITY AGREEMENT

THIS AGREEMENT is made by and between the undersigned Defendant, Indemnitors, and Palmetto Surety Corporation through its duly authorized Agent WRITING AGENCY NAME

WHEREAS, Palmetto Surety Corporation (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become SURETY on an appearance bond for Defendant in the sum of TOTAL BOND AMOUNT Dollars (\$ TOTAL BOND AMOUNT) by its certain bond executed on power of attorney number(s) POWER NUMBER POWER NUMBER POWER NUMBER

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:

- That the Indemnitors will have Defendant forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court
- That the Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same.
- That the agreement of indemnity contained in paragraph 2 above shall continue as long as the SURETY has any liability or has sustained any loss, upon the bond referred to herein, and the undersigned further agrees not to make any transfer, or any attempted transfer of any of the property, real or personal, in which the undersigned has an interest or in which the undersigned may subsequently acquire any interest, and it is further agreed that the SURETY shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of its having executed the bond referred to herein. It is further agreed that the Indemnity Agreement contained in Paragraph 2 above and the provisions of this paragraph shall be binding upon and apply to any subsidiary, affiliate, parent or related enterprises created or acquired by the undersigned.
- That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall itself, be conclusive evidence of such payment as to the indemnitor, their estate, and those entitled to share in their estate, and their successors and assigns.
- That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
- That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of the Indemnitors.
- That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
- That the waiver by Surety of any breach of any term or condition herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
- This Agreement shall be construed and enforced under the laws of the State of BOND STATE. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
- The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____

WITNESSES:

Agent Signature _____ X DEFENDANT SIGNATURE _____
 _____ X SIGNATURE OF DEFENDANT
 _____ X INDEMNITOR SIGNATURE _____
 _____ X SIGNATURE OF INDEMNITOR
 _____ X CO-INDEMNITOR SIGNATURE _____
 _____ SIGNATURE OF CO-INDEMNITOR

STATE OF _____
 COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing instrument and _____ thereupon acknowledge to me that _____ executed the same.

My Commission Expires _____ Notary Public _____



DEPARTMENT OF FINANCIAL SERVICES

Division of Insurance Agent & Agency Services - Bureau of Licensing

Revenue Processing Section • 200 E Gaines Street • Tallahassee, FL 32399-4216

Name & Address of Appointing Entity

APPOINTING FORM
Temporary Limited Surety Agent (T2-35)
Limited Surety Agent (2-34)
Professional Bail Bond Agent (2-37)
Managing General Agents (0-60)

Company Code

Print or Type

PART I

SECTION: 1	2	3	4	5	6
License Number {If no license, then use SSN}	Last Name, First Name and Middle Initial	Business County Code	Type & Class	Appt. Fee	Appointment Date
					/ /

PART II (this is to be completed by all temporary agents, permanent agents, and managing general agents)

Pursuant to Section 648.382 (2)(b), F.S., I do solemnly swear that I owe no premium to any insurer and that I will discharge all outstanding forfeitures and judgments on bonds that may have been previously written.

Signature of appointee (agent)

Date

Sworn to and subscribed before me this ____ day of _____, 20__ by

who is personally known to me, or produced
_____ as identification.

Notary Public, State of Florida (Signature)

Seal:

PART III (this is to be completed only by permanent agents who are currently or were previously appointed)

Pursuant to Sections 648.442 (8)(a)(b), F.S., I swear that there has been no loss, misappropriation, conversion of theft of any collateral being held by me in trust for any Insurer by which I am or have been appointed. All collateral being held in trust and all records for any Insurer by which I am currently or was previously appointed, are available for immediate audit and inspection by the Department, the Insurer, or the Managing General Agent and will upon demand of the Department of Financial Services be transmitted to the Insurer for whom the collateral is being held in trust.

Signature of appointee (agent)

Date

Sworn to and subscribed before me this ____ day of _____, 20__ by

who is personally known to me, or produced
_____ as identification.

Notary Public, State of Florida (Signature)

Seal:

PART IV (to be completed by appointing company representative)

Pursuant to Section 648.355(1) (c), F.S., has the applicant listed above plead guilty or nolo contendere to or been found guilty of a felony or crime involving moral turpitude since becoming licensed for the Type and Class of appointment requested herein? Yes No

(If yes, attach a separate document describing the circumstances related to this question.)

Under penalties of perjury, I, the undersigned, certify that the answer given above is true and correct and that the person for whom an appointment is requested has been thoroughly investigated as to integrity and character; that his/her reputation is good; and he/she is trustworthy, pursuant to Section 648.382 (2) (a), F.S. I further certify that the appointing entity has or will furnish any information relating to the licensee as required by law and that the appointing entity is willing to be bound by the acts of the person being appointed. I certify that Section 648.382, F.S., will be adhered to as it relates to the particular class of appointment being made.

Appointment Fees:	Type/Class	Amount	Enclosed	Signature of Appointing Official	Date
Temporary Bail Bond Agent: <input type="checkbox"/>	T2-35	\$90	\$	_____	_____
Permanent Bail Bond Agent: <input type="checkbox"/>	02-34	\$80	\$	_____	_____
Professional Bail Bond Agent: <input type="checkbox"/>	02-37	\$80	\$	_____	_____
Managing General Agent: <input type="checkbox"/>	00-60	\$60	\$	_____	_____
				_____	_____
				Phone	License # if applicable

THE FACE OF THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND AND MICROPRINTING

POWER AMOUNT
\$75,000.00

POWER OF ATTORNEY
PALMETTO SURETY CORPORATION

PSC75 02090

109 River Landing Dr., Suite 200, Charleston, SC 29492

KNOW ALL MEN BY THESE PRESENTS: that PALMETTO SURETY CORPORATION, a corporation duly authorized and existing under the laws of the State of South Carolina, does constitute and appoint the below named agent its true and lawful Attorney-In-Fact for it and in its name, place and stead, to execute, and deliver for and on its behalf, as surety, a bail bond only. Authority of such Attorney-In-Fact is limited to appearance bonds. No authority is provided herein for the execution of surety immigration bonds or to guarantee alimony payments, fines, wage law claims or other payments of any kind on behalf of below named defendant. The named agent is appointed only to execute the bond consistent with the terms of this power of attorney. The agent is not authorized to act as agent for receipt of service of process in any criminal or civil action. This power is void if altered or erased or used in any combination with other powers of attorney of this company or any other company to obtain the release of the defendant named below or to satisfy any bond requirement in excess of the stated face amount of this power. This power can only be used once. The obligation of the company shall not exceed the sum of

SEVENTY FIVE THOUSAND (\$75,000.00) DOLLARS

and provided this Power-Of-Attorney is filed with the bond and retained as a part of the court records. The said Attorney-In-Fact is hereby authorized to insert in this Power-Of-Attorney the name of the person on whose behalf this bond was given.

IN WITNESS WHEREOF, PALMETTO SURETY CORPORATION has caused these presents to be signed by its duly authorized officer, proper for the purpose and its corporate seal to be hereunto affixed this _____ day of _____

Bond Amount \$ _____ Appearance Date _____

Defendant: _____

Court _____

Case # _____

Case # _____

Case # _____

County _____ City _____ St. _____ Zip _____

Offense _____ IVP _____

Offense _____ IVP _____

Executing Agent _____ IVP _____

Expires SEP 30 2017



PALMETTO SURETY CORPORATION

Scott B. Wells

Chief Executive Officer

POWER OF ATTORNEY

Know All Men By These Presents

THAT I, DEFENDANT NAME
and by these presents do make, constitute and appoint ATTORNEY'S NAME

my true and lawful attorney for me and in my name, place and stead to act for me in the TYPE OF COURT (GENERAL SESSIONS, CIRCUIT, ETC.) Court of
BOND COUNTY County, BOND STATE State, in connection with the charge of CHARGE(S)

now pending against me in said County; and to enter such plea as he may feel is proper in connection with me said charge, giving and granting unto
my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about
the premises as fully, to all intents and purposes, as I might or could do if personally present with full power of substitution and revocation, hereby
ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this DAY day of MONTH YEAR

STATE OF DEFENDANT SIGNATURE
COUNTY OF (Signature of defendant)

On this day of , before me personally appeared

, to me known to be the person described in and who
executed the foregoing instrument and thereupon acknowledged to me that executed the same.

Notary Public

My Commission Expires

IMPORTANT Palmetto Surety Corporation accepts and authorizes its representatives to accept only specific forms of collateral as security.

THIS ACCEPTABLE COLLATERAL IS LIMITED TO:

- 1. CASH including cashier's checks, money orders and certified checks;
2. Properly assigned SAVINGS ACCOUNTS represented by passbooks, or properly assigned CERTIFICATES OF DEPOSIT;
3. Properly assigned STOCKS AND BONDS;
4. REAL ESTATE evidenced by properly executed mortgages, deeds of trust or confessions of judgment in accordance with applicable state law.

IMPORTANT! This collateral security agreement should not be used except in conjunction with acceptable collateral. Representatives are not authorized
to accept and Palmetto Surety Corporation is not responsible for any type of form of collateral other than collateral enumerated above.

TO DEFENDANT AND INDEMNITOR(S): YOU ARE ENTITLED TO A SIGNED RECEIPT FOR COLLATERAL YOU HAVE GIVEN
TO THE BONDIG AGENT TO SECURE AND INDEMNIFY THIS BOND PURSUANT TO THE TERMS OF THIS AGREEMENT.
ANY PROPERTY DEED OR MORTGAGE MUST BE TAKEN IN THE NAME OF PALMETTO SURETY CORPORATION.
BE SURE ALL YOUR COLLATERAL IS ITEMIZED ON YOUR COLLATERAL RECEIPT.

I HAVE (NOT DEPOSITED COLLATERAL with the Agent for the purpose of this Bail Bond and received Receipt Numbered COLLATERAL RECEIPT NUMBER

AGENT
WITNESS HERE AGENT SIGNATURE
Signature of Agent

DEFENDANT/INDEMNITOR
SIGN HERE X COLLATERAL OWNER'S SIGNATURE
Signature of Defendant/Indemnitor

PROMISSORY NOTE

\$ TOTAL BOND AMOUNT BOND CITY AND STATE
City and State

On demand after date, for value received, INDEMNITOR NAME Promise to pay to the order of
PALMETTO SURETY CORPORATION or assigns

TOTAL BOND AMOUNT WRITTEN OUT DOLLARS,

at AGENCY ADDRESS , with interest thereon at the rate

of 18% per cent, per annum from Call Date until fully paid. Interest payable semi-annually.
The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in
case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney,
to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity
at 18 per cent, per annum payable semi-annually.

It is further agreed and specifically understood that this note shall become Null and Void in the event the said

defendant DEFENDANT NAME
shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction
until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled
and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

DEFENDANT SIGNATURE
SIGNATURE OF DEFENDANT

Date DAY, MONTH YEAR INDEMNITOR SIGNATURE
SIGNATURE OF INDEMNITOR

CO-INDEMNITOR SIGNATURE (IF NEEDED)
SIGNATURE OF CO-INDEMNITOR

Seneca Insurance Co., Inc.
160 Water Street
New York, New York 10038

APPEARANCE BOND

Send All Court Notices To Agent's Address:

Power No. _____

Arrest/Case No. _____

State of _____

Vs.

In the _____ Court

_____ County

KNOW ALL MEN BY THESE PRESENTS; That we, the above captioned Defendant, as Principal and Seneca Insurance Company, Inc., a New York Corporation, as Surety, are held and firmly bound unto the State of Florida, and its successors, to the penal sum of \$ _____ Dollars, for the payment whereof well and truly to be made we bind ourselves, our heirs, representatives, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the said principal shall appear on _____, _____ at the next regular or special term of the above captioned court only and shall submit to the said court to answer a charge of _____ only and shall submit to orders and process of said court and not depart same without leave, then this obligation to be void, else to remain in full force and virtue.

SIGNED AND SEALED this _____ day of _____, A.D. _____.

Taken before me and approved by me:

_____, Clerk/Sheriff

Principal/Defendant

By: _____



By: _____
Seneca Insurance Co., Inc.
(Attorney-In-Fact) (Surety)

STATEMENT OF THE BONDSMAN

I, THE UNDERSIGNED, AM A DULY LICENSED BAIL BONDSMAN and have registered for the current year with the office of the Clerk of Court of the aforementioned County, and have filed a certified copy of my appointment by Power of Attorney for the Surety with the office of the Clerk of Court of the aforementioned county.

That the Principal named in the foregoing bond; of (Address) _____

(given or promised to give) the sum of _____ (Dollars)
(\$ _____) as consideration for the foregoing bond, filed with the clerk of the above captioned Court, located in said County, together with the (promise or receipt) of security belonging to:

as follows: (Detail description and source of collateral security) (If none, so state) _____

That a duly signed receipt has been given to the said principal for the consideration given and/or that the said indemnitor has (also been) given a receipt for the security described above.

Agent's Signature _____

Agency _____

COLLATERAL RECEIPT AND INFORMATIONAL NOTICE

DO NOT LOSE THIS RECEIPT

DATE: _____

RECEIPT # _____

- 1. RECEIVED FROM: _____
- 2. ADDRESS: _____
- 3. HOME tele# _____ JOB tele# _____ SOC SEC # _____

The person(s) named on line one (1) above has deposited the collateral documents checked below:

- Indemnity Agreement Promissory Note Mortgage Deed and Promissory Note
- Money in the Amount of \$ _____ dollars by: _____
- Cash: \$ _____ and/or Check No. _____ in the amount of \$ _____

Other Collateral: _____

The above collateral is placed as security on the bond(s) for the following:

DEFENDANT: _____
 BOND AMOUNT: _____ POWER NO'S: _____
 COURT: _____ OFFENSE(S): _____
 RECEIVED BY: _____

SENECA INSURANCE COMPANY, INC.
160 Water Street, 16th Floor
New York, NY 10038
212-344-3000

Attorney in Fact, in Trust for:

PRINT NAME: _____

NOTE: Unless a properly drawn, executed, and notarized legal assignment is accepted and acknowledge by the surety agent and the surety company named above, the collateral listed above will be returned only to the person(s) named on line one (1) above. Collateral, except for those documents the surety must retain as directed by the law, will be returned within 21 days after the bail bond(s) has been discharged in writing by the court. The undersigned hereby acknowledges receipt of a copy of all collateral documents indicated above, and the informational Notice printed below.

X _____ X _____
 Depositor's Signature Depositor's Signature

RECEIPT FOR RETURN OF COLLATERAL

The undersigned hereby surrenders the original of this collateral receipt and acknowledges the return and receipt of all collateral listed above. The collateral has been returned in good and sufficient condition and the depositor(s) hereby relieves the surety agent and the surety company from any further liability or responsibility in relation to the collateral.

DATE: _____ I/WE have received the items below:
 Amount originally deposited plus any accrued interest \$ _____
 Less applicable costs and expenses allowed by law \$ _____
 TOTAL AMOUNT RETURNED \$ _____
 Other collateral returned _____

Received by: _____ Received by: _____

INFORMATIONAL NOTICE

CONDITIONS OF BOND:

- 1. The SURETY, as bail, shall base control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
- 2. In the event surrender of principal is made prior to the time set for principal's appearances, and for reason other than as enumerated below in paragraph 3, then principal shall be entitled to a refund of the bond premium.
- 3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligations to the SURETY hereunder, and the SURETY shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:
 - a) If principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY or its Agent in writing prior to said move.
 - b) If principal shall move from one address to another without notifying the SURETY or its Agent.
 - c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
 - d) If principal is arrested and incarcerated for any other offense other than a minor traffic violation.
 - e) If principal shall make any material false statement in the application.

OTHER CONDITIONS as mandated by the courts: _____

COURT DATE: _____ TIME: _____ PLACE: _____ NO DATE SET

X _____
PRINCIPAL'S SIGNATURE

INDEMNITOR INFORMATION

In addition to the terms and conditions of any Indemnity Agreement or other collateral documents which you have executed, this is to notify you that:

- 1. The indemnitor(s) will have the defendant(s) forthcoming before the court named in the bond, at the time therein fixed, and as may be further ordered by the court.
- 2. The Indemnitor(s) is responsible of any and all losses or costs of any kind whatsoever which the surety may incur as a result of this undertaking. There should not be any costs or losses provided the defendant(s) does not violate the conditions of the bond and appears on time at all required court hearings.
- 3. Collateral will be returned to the person(s) named in the collateral receipt, or their legal assigns, within 21 days after the surety has received written notice of discharge of the bond(s) from the court. It may take several weeks after the case(s) is disposed of before the court discharges the surety bonds.

FOR COMPLAINTS OR INQUIRES CONTACT

AGENCY

Florida Department of Financial
 Services
 Bail Bond Section
 200 East Gaines St.
 Tallahassee, Florida 32399-0320
 850-413-5660

YELLOW-SURETY COMPANY GOLDENROD-PRINCIPAL
 WHITE-ORIGINAL/DEPOSITOR PINK-SURETY AGENT



DEPARTMENT OF FINANCIAL SERVICES

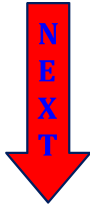
Division of Agent & Agency Services - Bureau of Licensing

200 East Gaines Street, Larson Building
Tallahassee, FL 32399-0319

INSTRUCTIONS

TEMPORARY BAIL BOND AGENT EMPLOYMENT REPORT

This form must be filed at the completion of each month with the Department of Financial Services by the supervising bail bond agent, pursuant to 648.355, Florida Statutes and 69B-221.051, Florida Administrative Code.



Temporary Bail Bond Agent:

Business Name:

Business Address:

City/State Zip Code:

Agency Phone Number:

Print legibly the name and business address of the temporary bail bond agent. If it cannot be read; it cannot be processed. Business information must agree with the information on the agent's license records and that of the supervising agent. Differences will be reason to return the form for corrections. Remember to submit the reports EACH month to expedite processing. Failure to send a report to the department within 30 days after the last hour worked on the form may result in loss of credit for some or all of your hours.

HOURS WORKED DURING THE MONTH OF: Month hours were worked, 20Year

Table with 9 columns: Date, SUNDAY Hours, MONDAY Hours, TUESDAY Hours, WEDNESDAY Hours, THURSDAY Hours, FRIDAY Hours, SATURDAY Hours, WEEKLY TOTALS. Rows represent Week 1 through Week 5 with specific dates and hours.

Put the dates of the days in the week being reported (Examples shown)

Report the actual hours worked by the temporary bail bond agent, each day. Only report hours for the days in the month listed.

Temporary Bail Bond Agent

I certify the hours recorded above are the actual hours I worked as a temporary bail bond agent at this agency, to meet the qualifications under §648.355, F.S.

Name: _____

License #: _____

Signature: _____

State of FLORIDA County of _____

Sworn to and subscribed before me this ___ day of ____, 20__ by _____ who [] is personally known to me, or who [] produced _____ as identification.

Notary Public, State of Florida (Seal)

Supervising Bail Bond Agent

Under penalty of perjury I certify as required by §648.355(1)(e), F.S. that I have verified the hours recorded above as the actual hours worked as a temporary bail bond agent at this agency by this licensee.

Name: _____

License #: _____

Signature: _____

State of FLORIDA County of _____

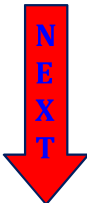
Sworn to and subscribed before me this ___ day of ____, 20__ by _____ who [] is personally known to me, or who [] produced _____ as identification.

(Seal)

(Signature)

Notary's section used to certify the signatures of the agents. Signatures not notarized are not approved and the form will be returned.

Form to be mailed to: Florida Department of Financial Services Bureau of Licensing Larson Building #419 200 E. Gaines Street Tallahassee, Florida 32399-0319



DEPARTMENT USE ONLY table with columns: STATUS, DATE, REVIEWER. Rows: Approved, Not Approved.



DEPARTMENT OF FINANCIAL SERVICES
Division of Agent & Agency Services - Bureau of Licensing
200 East Gaines Street, Larson Building Room 419
Tallahassee, FL 32399-0319

PROFESSIONAL BAIL BOND AGENT FINANCIAL STATEMENT

ASSETS

- 1. Cash on hand and in banks.
2. Notes and accounts receivable - considered good and collectible.
3. Notes and accounts receivable - considered doubtful and included at estimate value.
4. Bond, stock and other securities owned at current market or estimated actual value (schedule)..
5. Mortgages owned considered good and collectible.
6. Mortgages owned considered doubtful and included at estimated value.
7. Cash surrender value of life insurance (schedule).
8. Other assets:
9. Total Assets.

LIABILITIES

- 1. Accounts payable.
2. Notes payable to banks and others including relative (schedule).
3. Chattel mortgages payable.
4. Real estate mortgages payable.
5. Interest and taxes due and unpaid.
6. Loans payable on life insurance.
7. Outstanding judgments.
8. Assets pledged as surety.
9. Other debts and liabilities (list)
10. Total Liabilities.

BONDS, STOCKS AND OTHER SECURITIES OWNED

- 1. Name and location of corporation:
2. Nature of business:
3. Description of security:
4. Par value of number of shares.
5. Market or estimated value.



Department of Financial Services
Division of Agent & Agency Services – Bureau of Licensing

Individual Application for Temporary Permit to Operate a Bail Bond Agency

Today's Date: _____ / _____ / _____

Applicant

First:	MI:	Last:
Date of Birth:	Social Security #.*	
*NOTE		
<p>You are required by state and federal law to disclose your social security number on this application. Section 666(a)(13) of Title 42, Unites States Code, requires each state to obtain the social security number of each applicant for a professional or occupational license on the application for the license. Section 626.171(5), Florida Statutes, implements this federal law. The purpose of collecting social security numbers is for administration of the child support enforcement provisions of Title IV-D of the Social Security Act. The Department of Financial Services also uses social security numbers for identity verification purposes in conjunction with background checks of applicants and for identity verification purposes in the Department's electronic database for licensees and applicants.</p>		

Addresses

Street:		
City:	State:	Zip Code:
Phone:	Cell:	
Email:		

Agency

Name:		
Street:		
City:	State:	Zip Code:
Phone:	Fax:	
Primary Bail Bond Agent:	License #:	
Previous Agency Owner:	License #:	
Reason for request for permit:	<input type="checkbox"/> Death of owner	<input type="checkbox"/> Mental incapacity of owner
Relationship of applicant to owner:		
<i>Please submit documentation attached to this application to support your responses above.</i>		

Are you currently licensed by the Department of Financial Services? Yes No

If yes, please provide your license number: _____

Are you a jailer, police officer, committing magistrate, sheriff, deputy sheriff, employee of a court or clerk of any court, attorney or do you have the power to arrest or have anything to do with the custody or control of federal, state, county or municipal prisoners? Yes No



**Limited Surety Agent, Professional Bail Bond Agent
 Sworn Statement**

Florida Statutes §648.34(1), states: “An application for licensure as a bail bond agent must be submitted on forms prescribed by the department...” and **§648.34(2)(d)** requires that “The applicant is vouched for and recommended upon sworn statements filed with the department by at least three reputable citizens who are citizens of the same counties in which the applicant proposes to engage in the bail bond business.”

The applicant being vouched for on this form:

First name	Middle	Last Name	Social Security #
------------	--------	-----------	-------------------

I, the undersigned, hereby certify that the individual listed above, who has filed an application for license-examination required as a limited surety (bail bond) agent is personally known to me and is of good business reputation and of good moral character.

I also attest that I am a resident of a county where this applicant proposes to engage in the bail bond business.

Signature	County of residence
Printed Name	Street Address
Phone Number	City, State Zip Code

A TOTAL OF AT LEAST THREE (3) FORMS SHOULD BE SUBMITTED WITH YOUR APPLICATION FOR LICENSE

Note:

You are required by federal law to disclose your social security number on this form which is a part of your application for licensure. Section 666(a)(13) of Title 42, United States Code, requires each state to obtain the social security number of each applicant for a professional or occupational license on the application for the license. The purpose of collecting social security numbers is for administration of the child support enforcement provisions of Title IV-D of the Social Security Act. The Department of Financial Services also uses social security numbers for identity verification purposes in conjunction with background checks of applicants and for identity verification purposes in the Department’s electronic database for licensees and applicants.

PALMETTO SURETY CORPORATION
126 SEVEN FARMS DRIVE, SUITE 170
CHARLESTON, SC 29492

FOR FURTHER ACTION ON THIS BOND NOTIFY:

Agency Contact Info
Transfer agent Transfer Agency Contact Info (If Needed)

General Surety Appearance Bond

POWER # _____

ARREST # _____

IN THE

STATE OF FLORIDA

COURT

vs.
Defendant Name

COUNTY

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENT: That we the above named defendant as principal, and PALMETTO SURETY CORPORATION, a SOUTH CAROLINA CORPORATION, surety are held and firmly bound unto the Governor of the State of Florida, and his successors in office, the said principal, in the sum of \$ _____ and the said surety for the life amount, for the payment whereof well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

Signed and sealed this _____ day of _____ A.D., _____

The condition of this obligation is such that if said principal shall appear on _____ at the next Regular or Special term of the above court and shall submit to the said Court to answer a charge of:

_____ and shall submit to orders and process of said court and not depart the same without leave, then this obligation to be void, else to remain in full force and virtue.

TAKEN BEFORE ME AND APPROVED BY ME: _____ (L.S.)

(Principal)
PALMETTO SURETY CORPORATION

_____ Sheriff

By _____

By _____ D.S

(Attorney in fact) (SURETY)
Agent number or license number _____

Print agent name _____



This bond not valid for deferred sentence, fines, pre-sentence investigation, pre-trial intervention programs or appeals

STATEMENT
The Undersigned

I, _____ am a duly licensed bail bondsman pursuant to Chapter 903, Florida Statute, or a duly licensed general lines agent pursuant to part 11 Chapter 626, Florida Statute, and have registered for the current year with the office of the Sheriff and Clerk of the Circuit Court of the aforesaid county and have filed A certified copy of my appointment by Power of Attorney for the surety with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned County that the principal named in the foregoing bond, a Address:
Defendant Address _____

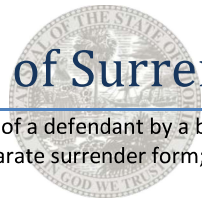
has (given or promised to give) the sum of _____ (\$ _____)
Dollars as consideration for the foregoing bond filed with the Clerk of the above captioned court located in said county together with the (promise or receipt) of security belonging to: _____
As follows. (Detail description of Property) _____

That a duly signed receipt has been given to the said principal for the consideration given and/or that the said indemnitor has (also been) given a receipt for the security described above.

(Bondsman) _____

(Agency) _____

Statement of Surrender Form



This form must be completed at the time of the surrender of a defendant by a bail bond agent with a copy provided to the defendant, pursuant to §648.4425, Florida Statutes. If a jail has a separate surrender form; this form must be completed and attached to that form.

Defendant's full name: _____

Criminal court case number: _____ Surrender Date: _____

Reason for surrender: _____

Please check one of the following:

- Bail bond agent physically surrendered defendant
- Defendant already in custody on other charges

Will premium be returned? Yes No (If no, explain below)

Was a surrender fee charged? Yes No

If yes, state the amount and reason for the fee: _____

Charge	Date of Bond	Amount of Bond	Power Number

I DO HEREBY CERTIFY THAT I AM A LICENSED AND APPOINTED BAIL BOND AGENT PURSUANT TO CHAPTER 648, FLORIDA STATUTES. I FURTHER CERTIFY THE SURRENDER OF THE ABOVE LISTED DEFENDANT IS FOR THE REASON STATED ABOVE. I UNDERSTAND THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTIES IS GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PURSUANT TO §837.06, FLORIDA STATUTES.

Bail Bond Agent Signature: _____

Bail Bond Agent Printed Name: _____

Bail Bond Agent License Number: _____

Bail Bond Agency Name: _____

Bail Bond Agency Address: _____

Signature of Receiving Officer (if applicable)

Original: Attach to jail surrender form (if applicable)

Copy: Defendant

Copy: Bail bond agent's file



DEPARTMENT OF FINANCIAL SERVICES
Division of Insurance Agent & Agency Services - Bureau of Licensing
 200 East Gaines Street, Larson Building Room 419
 Tallahassee, FL 32399-0319

BAIL BOND RATE FILING

This premium rate filing is made pursuant to Section 648.35(2), Florida Statutes. The following rates are the rates I intend to charge. I understand that I may not deviate from these rates without first amending this filing and then obtaining approval from the Florida Department of Financial Services.

A. STATE BONDS

Rate.....	10 %
Minimum Premium.....	\$100

B. FEDERAL BONDS

Rate.....	15 %
Minimum Premium.....	\$100

I have read and am familiar with the provisions of Chapter 69B-221, Florida Administrative Code and understand that the following requirements are contained therein:

1. The premium charge shall be a term charge for the term of the bond and not an annual charge on all bail bonds.
2. No additional premium shall be charged when the case is bound over from one court to another except that if a bond is increased, an additional amount may be charged based on the rates I currently use for the amount of the increase on the face of the bond. An additional charge may be made when the case is involved in the State Circuit Court and the Federal Court, as two separate bonds will be necessary.
3. A refund of the premium charge shall be made when the defendant is surrendered prior to the final termination of the surety's liability on the bond unless the surrender is based on a violation of the contract between the defendant and the surety. A refund of the premium shall also be made when it is found that the defendant does not come under the jurisdiction of the court for which the bond was written.
4. Rates as filed and approved by the Department of Financial Services are the only rates, which may be used; the same rate must apply to all similar bonds.
5. Before a rate can be changed, a new filing must be made and approved. I must be able to prove, by my own records, that my previous rates were too high or too low, as the case may be.

Print Name

Social Security Number

Date

Address

City, State and Zip Code

Telephone Number

Fax Number

Email Address

First Appearance:	Continued:	Continued:	Continued:	Continued:
Continued:	Continued:	Continued:	Continued:	Continued:



**Arrest And Booking Report
Jacksonville Sheriff's Office
Jacksonville Florida**

ADULT

FELONY

Yr: 2017 Inc # 852164	Amend #
Prev Juv Jail #	
Jail # 2018006529	3/12/2018 17:50 File Direct: YES
JSO ID #	Court: Circuit
SSN	OBTS #

Arresting Agency: **Jacksonville Sheriff's Office**

Route To:
Aggravated Battery

Day/Date/Time Arrested: **Monday 3/12/2018 04:45**

Name: [REDACTED]

Aliases:

Nickname(s):
Arrestee's Home Address: [REDACTED] Apt./Lot #:
City: **JACKSONVILLE** State: **FLORIDA** Zip: **32209**

Sub-Sector:

Taz: Crossstreet:

OC deployed prior to/during Arrest: **NO**

DOB: [REDACTED] Age: **30**

Height: **5' 8"** Weight (lbs): **150**

Race: **BLACK** Ethnicity: **NOT OF HISPANIC ORIGIN** Sex: **Male**

Eye Color: **BROWN** Hair Color: **BLACK** Complexion: **DARK** Build: **Medium**

ECD Usage: **NOT APPLICABLE**

RTR written related to this incident? **NO** RTR Incident Yr: RTR Incident #:

Is an Offense a hate crime? **NO** Is an Offense a dating violence crime? **NO** Required to register as a sex offender? **NO**

Suspect Invoke Miranda? **NO** Arrestee needs ADA Consideration? **NO** Arrestee Confessed? **NO** Miranda Rights Given? **YES**

Disability or Special Consideration:

Accommodations Requested:

Driver's License # [REDACTED] State: **FLORIDA** Subject's Resident Type: **CITY**

Hm Phone # **(000)-000-0000** Bus. Phone # Phone Ext.

Cell Phone # **(000)-000-0000** Cell Phone Provider E-mail

Is Vagrant? **NO**

Arrest Made On: **CALL**

Subject's Residence Status: **RESIDENT** Armed With: **HANDGUN (DISCHARGED)**

Distinguishing Marks: **LOW CUT**

Employer: **UNKNOWN** Place of Birth: **JACKSONVILLE DUVAL FLORIDA UNITED STATES** Country of Citizenship: **UNITED STATES**

School Last Attended: **Uk**

US Citizen: **YES**

Domestic Violence Involved: **NO** Children under 18 Present: **NO** If No is it Domestic Related: **NO**

Day/Date/Time of Incident-From: **Saturday 12/16/2017 03:10**

Day/Date/Time of Incident-To: **Saturday 12/16/2017 03:16**

Incident Address: **4300 SALISBURY RD** Apt./Lot #: **220**

City: **JACKSONVILLE** State: **FLORIDA** Zip: **32216**

Sub-Sector: **G3**

Taz: **357** Crossstreet:

MAR 13 2018

Offense Location Type: **Highway / Roadway** Interviewed by: Interviewer ID:

Where Arrested: **501 BAY ST E** Apt./Lot #:

Sub-Sector: **A3**

City: **JACKSONVILLE** State: **FLORIDA** Zip: **32202**

Taz: **97** Crossstreet:

Involved in Traffic Accident: **NO**

Injuries from Accident:

Is Incident Gang Related: **NO**

Is Arrestee a Gang member? **NO**

Statute or Ordinance Number(s): **#1**

Statute No: **782.04(2), 775.087(2)(A)3, 777** Degree: **F2** UCR Code: **9000** Attempt Code: **Commit 3/12/2018-17:42**

Updated:

USER DEFINED : **ATTEMPTED MURDER**

Citation # **N/A** SA# **17AF069864**

Warrant Type: **Local Arrest Warrant**

ORIGINAL

Jso Control # 1534487

Warrant/Case # 16-2017-AF-077626-FXXX-MA

No. of Counts: 1

Jurisdiction: Jacksonville Sheriff's Office

CT. Location/Div.: CIRCUIT

Purge/Bond Type: Bond

Bond Amount: \$500,003.00 Date of Issue: 1/3/2018

Date of Return: 3/12/2018

Judge: B.R. ANDERSON JR

Disposition:

Disposition Date:

Blanket Bond:

VOP/FTA ONLY

Original Statute No: Degree: UCR Code: Attempt Code: **Commit**

Description:

Statute or Ordinance Number(s): #2

Statute No: 782.04(2), 775.087(2)(A)3, 777 Degree: F2 UCR Code: 9000 Attempt Code: **Commit** 3/12/2018-17:42

USER DEFINED : ATTEMPTED MURDER

Citation # N/A

SA# 17AF069864

Warrant Type: **Local Arrest Warrant**

Jso Control # 1534487

Warrant/Case # 16-2017-AF-077626-FXXX-MA

No. of Counts: 1

Jurisdiction: Jacksonville Sheriff's Office

CT. Location/Div.: CIRCUIT

Purge/Bond Type: Bond

Bond Amount: \$500,003.00 Date of Issue: 1/3/2018

Date of Return: 3/12/2018

Judge: B.R. ANDERSON JR

Disposition:

Disposition Date:

Blanket Bond:

VOP/FTA ONLY

Original Statute No: Degree: UCR Code: Attempt Code: **Commit**

Description:

Statute or Ordinance Number(s): #3

Statute No: 790.23(1)(A) Degree: F2 UCR Code: 5200 Attempt Code: **Commit** 3/12/2018-17:42

POSSESSION OF FIREARM, WEAPON OR AMMUNITION BY CONVICTED FLORIDA FELON

Citation # N/A

SA# 17AF069864

Warrant Type: **Local Arrest Warrant**

Jso Control # 1534487

Warrant/Case # 16-2017-AF-077626-FXXX-MA

No. of Counts: 1

Jurisdiction: Jacksonville Sheriff's Office

CT. Location/Div.: CIRCUIT

Purge/Bond Type: Bond

Bond Amount: \$250,003.00 Date of Issue: 1/3/2017

Date of Return: 3/12/2018

Judge: B.R. ANDERSON JR

Disposition:

Disposition Date:

Blanket Bond:

VOP/FTA ONLY

Original Statute No: Degree: UCR Code: Attempt Code: **Commit**

Description:

ADDITIONAL INFORMATION 1
Local Warrant Served.

Reporting Officer: **D.R.LEWIS 67426**

Transported By: **T.L. CONANT #64**
Arresting Officer(s) #1: **D.R. LEWIS #67426**
Div/Zone or Unit: **DETECTIVE**

Approving Supervisor: **J.M. ADKIN #67170**
#2: **#0**
of Cases Cleared:

State of Florida, County of Duval

Arresting / Transporting Officer's Signature: *D. Lewis 67426*

Sworn to (or affirmed) and subscribed before me this 12 day of March, 2018, by

Personally Known or Produced Identification Type of Identification produced: _____

JP Taylor
Print, Type, or Stamp, Commissioned name of Notary Public

[Signature] 74922
Signature of Notary, State of Florida Certified Law Enforcement Officer or Corrections Officer:

Investigative Time:

#1 Hours: 2 Minutes: 0 Cost Amount: \$96.48

Drug Activity: **NOT APPLICABLE**
Alcohol Related: **UNKNOWN (OR N/A)**

Drug Type: **NOT APPLICABLE**
Drug Related: **UNKNOWN (OR N/A)**

VICTIM: #1 Relationship to Suspect: **STRANGER**
Race: **BLACK** Ethnicity: **NOT OF HISPANIC ORIGIN**

Sex: **Male**
DOB: [REDACTED] Age: **30**
Name: [REDACTED]

Address: **4300 SALISBURY RD** Apt./Lot #: **132**
City: **JACKSONVILLE** State: **FLORIDA** Zip: **32216**
Taz: **357** Crossstreet: Home Phone # Bus. Phone # [REDACTED] Phone Ext.
Cell Phone # [REDACTED] Cell Phone Provider **VERIZON** E-mail
Is Vagrant? **NO**

Sub-Sector: **G3**

VICTIM: #2 Relationship to Suspect: **STRANGER**
Race: **WHITE** Ethnicity: **NOT OF HISPANIC ORIGIN**

Sex: **Male**
DOB: **10/26/1973** Age: **44**
Name: [REDACTED]

Address: [REDACTED] Apt./Lot #: _____
City: **MELBOURNE** State: **FLORIDA** Zip: **32940**
Taz: Crossstreet: Home Phone # Bus. Phone # [REDACTED] Phone Ext.
Cell Phone # **(321)-216-7306** Cell Phone Provider **VERIZON** E-mail
Is Vagrant? **NO**

Sub-Sector: **OJ**

Victim Notification #1

Contact Person is: **VICTIM**

Contact Name: [REDACTED] IN
Address: [REDACTED] Apt./Lot #: _____
City: [REDACTED] State: **FLORIDA** Zip: **32216**
Taz: **357** Crossstreet: Home Phone # Bus. Phone # [REDACTED] Ext.
Cell Phone # [REDACTED] 7 Cell Phone Provider **VERIZON** E-mail
Is Vagrant?

Sub-Sector: **G3**

Victim wants to be Notified: **No**

Vine Brochure Given? **Yes**

Understands 24 Hour Rule? **No**

Victim Notification #2

Contact Person is: **VICTIM**

Contact Name: [REDACTED]
Address: [REDACTED] Apt./Lot #: _____
City: **JACKSONVILLE** State: **FLORIDA** Zip: **32216**
Taz: **357** Crossstreet: Home Phone # Bus. Phone # [REDACTED] 12 Ext.
Cell Phone # [REDACTED] Cell Phone Provider **VERIZON** E-mail
Is Vagrant?

Sub-Sector: **G3**

Victim wants to be Notified: **No**

Vine Brochure Given? **No**

Understands 24 Hour Rule? **No**

WITNESS #1

Race: **BLACK** Ethnicity: **NOT OF HISPANIC ORIGIN**
Sex: **Female**
DOB: [REDACTED] Age: **30**
Name: [REDACTED]
Address: [REDACTED] Apt./Lot #: **220**
City: **JACKSONVILLE** State: **FLORIDA** Zip: **32216**
Taz: **357** Crossstreet: Home Phone # Bus. Phone # Phone Ext.
Cell Phone # [REDACTED] Cell Phone Provider **UNKNOWN** E-mail
Is Vagrant? **NO**

Sub-Sector of Arrest Location: **G3**

WITNESS #2

Race: **ASIAN / PACIFIC ISLANDER** Ethnicity: **NOT OF HISPANIC ORIGIN**
Sex: **Male**
DOB: [REDACTED] Age: **34**
Name: [REDACTED]
Address: [REDACTED] D Apt./Lot #: **220**
City: **JACKSONVILLE** State: **FLORIDA** Zip: **32216**
Taz: **357** Crossstreet: Home Phone # Bus. Phone # Phone Ext.
Cell Phone # **(352)-346-7336** Cell Phone Provider E-mail
Is Vagrant? **NO**

Sub-Sector of Arrest Location: **G3**

WITNESS #3

Race: **WHITE** Ethnicity: **NOT OF HISPANIC ORIGIN**
Sex: **Female**
DOB: [REDACTED] Age range is from [REDACTED] to [REDACTED]
Name: [REDACTED]
Address: [REDACTED] Apt./Lot #:
City: **JIA** State: **FLORIDA** Zip: **32218**
Taz: **772** Crossstreet: Home Phone # Bus. Phone # [REDACTED] Phone Ext. **215**
Cell Phone # Cell Phone Provider E-mail
Is Vagrant? **NO**

Sub-Sector of Arrest Location: **P3**

WITNESS #4

Race: **BLACK** Ethnicity: **NOT OF HISPANIC ORIGIN**
Sex: **Female**
DOB: [REDACTED] Age: **33**
Name: [REDACTED]
Address: **355 MONUMENT RD** Apt./Lot #: **23B2**
City: **JACKSONVILLE** State: **FLORIDA** Zip: **32225**
Taz: **626** Crossstreet: Home Phone # Bus. Phone # Phone Ext.
Cell Phone # Cell Phone Provider E-mail
Is Vagrant? **NO**

Sub-Sector of Arrest Location: **D3**

Jail Information (Back Door)

Date and Time Admitted: **3/12/2018 17:50**

Jail # **2018006529**

Juvenile/Court Clerk #

Triage Questions:

Involved in Traffic Accident: **NO** Injuries from Accident:
OC deployed prior to/during Arrest: **NO** Was a hobble restraint used on the arrestee? **NO**
Does the arrestee exhibit any signs of suicidal behavior or attempts? **NO** Does the arrested have any observable medical/mental health problems? **NO**
Has the arrestee shown any escape potential or violence propensity behaviors? **NO**
Is there any other information about the arrestee that jail personnel need to know? **NO**
If yes, what?

Part II of Arrest And Booking Report:

Arrestee Personal Information: How Long in Jax? **30 years**

ARREST WARRANT

S.A. CASE NO.: 17AF069864

CCR NO.: 2017-852164

DIVISION: CR-E

JUDGE: Bruce R. Anderson, Jr.

ASST ST ATTY: Lauren M Huish

W 242791037

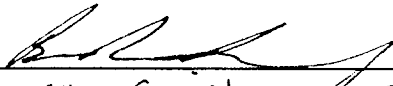
IN THE NAME OF THE STATE OF FLORIDA
TO ALL SINGULAR THE SHERIFFS OR DEPUTY
SHERIFFS OF THE STATE OF FLORIDA

WHEREAS, upon the sworn affidavit, complaint or other sworn testimony of **Douglas R Lewis**, the undersigned Judge of the Fourth Judicial Circuit of Florida, in and for Duval County, has found that there exists probable cause to believe that one [REDACTED] did on **December 16, 2017**, in Duval County, Florida, commit the below listed offense(s), contrary to the provisions of Florida Statutes:

Bond Amt	Charge Description
1) \$500,003.00	782.04(2),775.087(2)(a)3, 777.04(1), ATTEMPTED MURDER IN THE SECOND DEGREE; F1 Other Release Conditions: NO CONTACT WITH VICTIM; NO CONTACT WITH WITNESSES/CODEFENDANTS; NO FIREARMS OR WEAPONS
2) \$500,003.00	782.04(2),775.087(2)(a)3, 777.04(1), ATTEMPTED MURDER IN THE SECOND DEGREE; F1 Other Release Conditions: NO CONTACT WITH VICTIM; NO ALCOHOL OR DRUGS; NO FIREARMS OR WEAPONS; GPS or ankle monitor
3) \$250,003.00	790.23(1)(a),775.087(2)(a)(1), POSSESSION OF A FIREARM BY A CONVICTED FELON; F2 Other Release Conditions: GPS or ankle monitor; No alcohol or drugs; No contact with witnesses/codefendants; No firearms or weapons

You are HEREBY COMMANDED to arrest [REDACTED] N; last known address: **7507 Beach BLVD #504, JACKSONVILLE, FL 32216**; Race: **BLACK**; Sex: **MALE**; DOB: **03/05/1988**; Ht: **5' 08"**; Wt: **150**; Hair: **BLACK**; Eyes: **BROWN**; Scars, Marks: **LOW CUT**; if he be found in your county, and safely keep him so that you have his body before a Judge of the Duval County Circuit Court, at the Courthouse in Jacksonville, instanter, to be dealt with according to law.

Given under my hand and seal this 3rd day of January, 2018.



Judge of the Circuit Court of the Fourth
Judicial Circuit in and for Duval County, Florida

Extradition Code: O
ASA Approval: /s/ Lauren M Huish

COPY

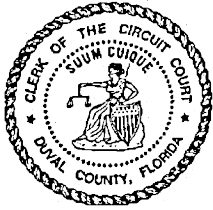
Received this Arrest Warrant the 03 day of January and executed it on the 17 day of March, 2018, by arresting the within named Dennis McClendon and having him before the Court this 03 day of March.

Arresting Officer: D. Lewis ID# 607426
Agency: Jacksonville Sheriff's Office
Duty Section: Agg 1 Batt

JAIL DOCKET NO.: _____

A Prior to Booking Interview is required and should be conducted by the affiant / detective who obtained the warrant. Officers should contact Detective D.R. Lewis at (904) 424-1710 or Detective K. A. Thompson (904) 894-8440

Second Party Verification
ID# 16635 f.o.



RONNIE FUSSELL
Clerk of the Circuit Court

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR DUVAL
COUNTY, FLORIDA

Case No.: [REDACTED]'1-AXXX-MA
Division: **CR-E (Circuit Court)**

STATE OF FLORIDA

Vs.

[REDACTED], DEFENDANT

NOTICE TO BONDSMAN FOR FAILURE TO APPEAR

DATE: **09/19/2019**

TO: **NO HASSLE BAIL BONDS INC.**

EMAIL:

BOND/POWER NO.: **PSC5053647**

You are hereby notified that the above named defendant, for whom you are surety, failed to appear in the Circuit Court on **09-18-2019**, as scheduled.

This cause is to be heard before the Honorable **SALVADOR, TATIANA**, County Judge, Division **CR-E (Circuit Court)**, at **9:00 AM** on **October 7, 2019** in courtroom **307**. Failure to produce the body of the above named defendant will result in the forfeiture of your bond per §903.26(1)(b).

COURT LOCATION: **501 West Adams Street, Jacksonville, Florida**

NOTICE: Appropriate dress and conduct is required for your court appearance.

No tank tops or shorts are allowed. Shirts must be tucked into pants, and underwear must not be showing. Clothing designs which include profanity, bad language, or drawings inappropriate for court are prohibited.

Cell phones must be turned **OFF** during court.

FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN THE COURT'S REFUSAL TO HANDLE YOUR CASE, OR THE DELAY OF YOUR CASE TO THE END OF THE COURT'S CALENDAR.

RONNIE FUSSELL
Clerk of the Circuit/County Courts

Nancy Aten
Deputy Clerk

AMERICANS WITH DISABILITIES ACT (ADA) NOTICE

INDIVIDUALS WITH DISABILITIES WHO NEED A REASONABLE ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING ARE ENTITLED, AT NO COST, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT: THE COURT ADMINISTRATORS OFFICE AS SOON AS POSSIBLE VIA TELEPHONE (904) 255-1695 OR, IF HEARING IMPAIRED, VIA TDD 1-800-955-8771 OR THE FLORIDA RELAY SERVICE AT 1-800-955-8770.

Statement of Surrender Form

This form must be completed at the time of the surrender of a defendant by a bail bond agent with a copy provided to the defendant, pursuant to §648.4425, Florida Statutes. If a jail has a separate surrender form; this form must be completed and attached to that form.

Defendant's full name: [REDACTED]

Criminal court case number: _____ Surrender Date: 09/29/2019

Reason for surrender: FAILURE TO APPEAR, VIOLATION OF TERMS AND CONDITIONS

Please check one of the following:

- Bail bond agent physically surrendered defendant
 Defendant already in custody on other charges

Will premium be returned? Yes No (If no, explain below)
VIOLATION OF TERMS AND CONDITIONS

Was a surrender fee charged? Yes No
If yes, state the amount and reason for the fee: _____

Charge	Date of Bond	Amount of Bond	Power Number
FRADULENT USE OF PERSONAL IDEN.	02/07/2019	\$25,003	PSC50-53647

I DO HEREBY CERTIFY THAT I AM A LICENSED AND APPOINTED BAIL BOND AGENT PURSUANT TO CHAPTER 648, FLORIDA STATUTES. I FURTHER CERTIFY THE SURRENDER OF THE ABOVE LISTED DEFENDANT IS FOR THE REASON STATED ABOVE. I UNDERSTAND THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTIES IS GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PURSUANT TO §837.06, FLORIDA STATUTES.

Bail Bond Agent Signature: 

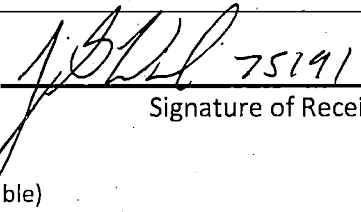
Bail Bond Agent Printed Name: _____

Bail Bond Agent License Number: _____

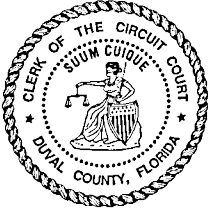
Bail Bond Agency Name: NO HASSLE BAIL BONDS

Bail Bond Agency Address: 625-2 CASSAT AVE

JACKSONVILLE, FL 32205


Signature of Receiving Officer (if applicable)

Original: Attach to jail surrender form (if applicable)
Copy: Defendant
Copy: Bail bond agent's file



RONNIE FUSSELL

CLERK OF THE CIRCUIT AND COUNTY COURTS
 JACKSONVILLE, DUVAL COUNTY, FLORIDA

RECEIPT

2383561

Printed on:
 04/28/2015 9:21 AM
 Page 1 of 1

Receipt Number: 2383561 - Date 04/28/2015 Time 9:21 AM			
Received of:	[REDACTED]) BLUFF RD. JACKSONVILLE, FL 32211		
Cashier #:	PerryB	Balance Owed:	843.00
Cashier Location:	Felony	Total Amount Paid:	22.00
Receipt ID:	5583219	Remaining Balance Owed:	821.00
Division:	CR-C (Circuit)		
Case# 13-0010-05-000010 -AXXX-MA -- Defendant: [REDACTED]			
Item	Balance	Paid	Bal Remaining
Fees	843.00	22.00	821.00
Case Total	843.00	22.00	821.00
Payments:			
Type:	Ref#:	Amount:	
CREDIT		22.00	
Total Received			22.00
Total Paid			22.00

The Clerk of Courts is here to help you.

We can be found online at:	WWW.DUVALCLERK.COM
The main courthouse Location is:	Clerk of the Circuit and County Courts Duval County, Florida 501 West Adams Street Jacksonville, Florida 32202
The main telephone number is:	904-255-2000
Other Locations:	
Neptune Beach Courthouse Annex	
1543 Atlantic Blvd	
Neptune Beach, Florida 32266	

GENERAL POWER OF ATTORNEY

XN No. 18475

Allegheny Casualty Company
Meadville, Pennsylvania 16335

KNOW ALL MEN BY THESE PRESENTS, that ALLEGHENY CASUALTY COMPANY, a corporation organized under the laws of the state of Pennsylvania, with its principal office located in Meadville, Pennsylvania, hereby constitutes and appoints _____ in the City of _____, County of _____, State of Florida, its true and lawful Attorney-in-Fact for it and in its name, place and stead, to execute on behalf of the said company, as Sole Surety, subject to the limitations herein set forth BAIL BONDS and RECOGNIZANCES only, in a penalty not to exceed ***** FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS ***** for each bond or recognizance.

Each bail bond or recognizance must be accompanied by an individual, numbered Power of Attorney properly executed.

This General Power of Attorney shall become void on April 1, 2007 unless previously revoked.

The execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Meadville, Pennsylvania, in their own proper persons.

IN WITNESS WHEREOF, Allegheny Casualty Company has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed this 16th day of April, 2004.

Corporate Seal



ALLEGHENY CASUALTY COMPANY

By Maria Perricone
Secretary

STATE OF PENNSYLVANIA }
COUNTY OF CRAWFORD } SS:

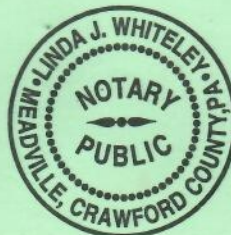
QUALIFYING POWER ONLY. NOT TO BE ATTACHED TO ANY BOND. VALID ONLY IF INDIVIDUAL POWER OF ATTORNEY IS ATTACHED TO EACH BOND EXECUTED.

Carl E. Terry, being duly sworn, deposes and says that he is an officer of ALLEGHENY CASUALTY COMPANY, the corporation which is described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is the corporate seal of ALLEGHENY CASUALTY COMPANY and was thereto affixed by authority of a resolution adopted at a meeting of the Board of Directors of ALLEGHENY CASUALTY COMPANY, on January 2, 1998, which resolution is now in full force and effect, as follows:

BE IT RESOLVED, that any one of the following officers of Allegheny Casualty Company: President, Vice President, and Secretary, is hereby authorized to execute on behalf of ALLEGHENY CASUALTY COMPANY Powers of Attorney authorizing and qualifying the Attorney-in-Fact named therein to execute on behalf of ALLEGHENY CASUALTY COMPANY Criminal bail bonds in a principal sum not to exceed five hundred thousand (\$500,000.00) dollars on any one bond, and further that any one of the aforesaid officers of ALLEGHENY CASUALTY COMPANY is hereby authorized to affix the corporate seal of the said Company to Powers of Attorney executed pursuant hereto.

Sworn to before me this
16th day of April, 2004

Linda J. Whiteley Notary Public



Carl E. Terry
Vice President

MEADVILLE, CRAWFORD COUNTY, PA 16335
MY COMMISSION EXPIRES MARCH 31, 2007



**RANGER
INSURANCE**

P.O. Box 2807, Houston, Texas 77252-2807
(713) 954-8100

MARCH 1, 2005

To: All Sheriff's Departments and Clerks of Court

RE: Appointment as 2-34 Limited Surety Agent

Gentlemen:

Please be advised that I, [REDACTED] Managing General Agent in the State of Florida, do hereby appoint the following named agent(s) to be an attorney-in-fact for Ranger Insurance Company

[REDACTED]

Handwritten signature of the Managing General Agent, partially obscured by a redaction bar.

[REDACTED]
Managing General Agent
Ranger Insurance Company

APPEARANCE BOND

SEND ALL COURT NOTICES TO:

NO HASSLE BAIL BOND
 625-1 CASSAT AVE.
 JACKSONVILLE, FLA. 32205
 904-384-1599

TRANSFER BOND EXECUTED FOR:

FOR FURTHER ACTION ON THIS BOND CONTACT
 C. E. PARISH GENERAL AGENCY, INC.
 P.O. Box 1747 • 1452 West Cypress Blvd., Bushnell, FL 33512-0990

POSTED

POWER # PC125-00814392
ARREST # [REDACTED]

STATE OF FLORIDA
VS

[REDACTED]

Court Room CIRCUIT
Time 9AM

In The CIRCUIT Court
DUVAL County
By _____
STATE OF FLORIDA

MAR 30 2010

KNOW ALL MEN BY THESE PRESENTS: That we, the above captioned defendant, as principals, and **CONTINENTAL HERITAGE INSURANCE COMPANY**, an Ohio Corporation, as surety are held and firmly bound unto the Governor of the State of Florida, and his successors in office, the said principal, in the sum of \$ 50,003. and the said surety for a like amount, for the payment whereof well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

Signed and sealed this 20 day of MARCH A.D., 20 10

The condition of this obligation is such that if the said principal shall appear on APRIL 5 20 10 at the next Regular or Special term of the above court and shall submit to the said court to answer a charge of _____

"ADDENDUM"

and shall submit to orders and process of said Court and not depart the same without leave, then this obligation to be void, else to remain in full force and virtue.

TAKEN BEFORE ME AND APPROVED BY ME:

JOHN H. RUTHERFORD Sheriff

By [Signature] D.S.
CONTINENTAL HERITAGE INSURANCE COMPANY
P. O. BOX 1747
BUSHNELL, FLORIDA 33513-0090
(352) 793-7775 • (352) 793-9572 FAX



X [Signature] (L.S.)
(PRINCIPAL)

CONTINENTAL HERITAGE INSURANCE COMPANY
[Signature] (L.S.)
(ATTORNEY-IN-FACT), (SURETY)

SEND TO: NO HASSLE BAIL BOND
625-1 CASSAT AVE.
JACKSONVILLE, FLA. 32205
904-384-1599

CONTINENTAL HERITAGE INSURANCE COMPANY
C.E. PARISH GENERAL AGENCY, INC.
P.O. BOX 1747, BUSHNELL, FLORIDA 33513-0090
(352) 793-7775 / FAX (352) 793-9572

CERTIFICATE OF DISCHARGE OF BOND

Date _____

Case Number _____ Bond Amount 50,003. Power No. PS125-00814392
Defendant [REDACTED] CIRCUIT court

This is to certify that on or about the _____ day of _____ 20 _____

I examined the records of _____ and found that the bond with corresponding power number has been discharged of record by reason of the following disposition _____

_____ Person rendering decision _____

Date of Discharge _____, Witness my hand and official seal this _____

day of _____, 20 _____ Title _____

COURT COPY

Attended Robert M. or any other charges arising from the same transaction or episode. Charges related thereto or otherwise arising from the same transaction or episode.



CenterState Bank
 Bushnell Office
 114 W. Belt Ave
 Bushnell, FL 33513
 Telephone: 352-568-2272
 24 Hour Inquiry: (888)292-7005
 www.centerstatebank.com

104



CONTINENTAL HERITAGE INS COMPANY DIRECT
 FOR BENEFIT OF [REDACTED] #5269
 PO BOX 1747
 BUSHNELL FL 33513-0090

Statement Date 02/27/2020

PAGE 1 of 1

BUSINESS SAVINGS ACCOUNT NO. *****25

Summary of Activity Since Your Last Statement

Balance Forward From 01/28/2020	[REDACTED]	Interest Earned From	01/28/2020
1 Deposits/Credits	[REDACTED]	Interest Earned Through	02/27/2020
0 Withdrawals/Debits	[REDACTED]	Days In Earnings Period	[REDACTED]
Service Charge	[REDACTED]	Annual Percentage Yield Earned	[REDACTED]
Interest Paid	[REDACTED]	Interest Paid YTD	[REDACTED]
Ending Balance As Of 02/27/2020	[REDACTED]		

		DEBITS & CREDITS			
DATE	DESCRIPTION	DEPOSITS	WITHDRAWALS	BALANCE	
2/27	INTEREST EARNED	[REDACTED]		[REDACTED]	



CTRL NO:

FAILED TO APPEAR CAPIAS

DIVISION: **CR-E (Circuit Court)**

THE STATE OF FLORIDA

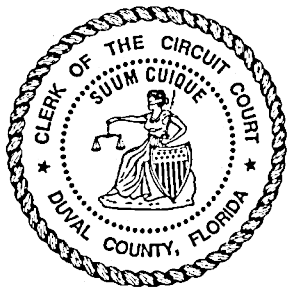
CASE. 16-2019-CF-001471-AXXX-MA

TO ALL AND SINGULAR THE SHERIFFS OF THE STATE OF FLORIDA, GREETINGS:

YOU ARE HEREBY COMMANDED TO TAKE [REDACTED])
 DATE OF BIRTH: **May 12, 1978** **2803 MARKET ST N**
 RACE: **BLACK**
 SEX: **MALE** **JACKSONVILLE, FL 32206**

IF HE BE FOUND IN YOUR COUNTY, AND HIM SAFELY KEEP SO THAT YOU HAVE HIS BODY BEFORE THE JUDGE OF OUR CIRCUIT COURT IN AND FOR THE COUNTY OF DUVAL AND THE STATE OF FLORIDA, AT THE COURTHOUSE IN JACKSONVILLE, INSTANTER, TO ANSWER UNTO THE STATE OF FLORIDA FOR

Count	Active Statute Number and Description	Bond Amount
1	S817.568(9) FRAUDULENT USE OF FICTITIOUS PERSONAL IDENTIFICATION INFORMATION	NONE



WITNESS, THE HONORABLE **SALVADOR, TATIANA** JUDGE OF THE CIRCUIT COURT, AS ALSO **RONNIE FUSSELL** CLERK OF SAID COURT THIS **September 18, 2019**.

Rose M. Devoe

BY: **ROSE DEVOE**,
DEPUTY CLERK

APPEARANCE BOND FIXED AT: **NONE**
EXTRADITION CODE: **S**

RECEIVED THIS CAPIAS THE _____ DAY OF _____, AD.
 AND EXECUTED IT ON THE _____ DAY OF _____, AD.
 BY ARRESTING THE WITHIN NAMED _____
 AND HAVING HIM NOW BEFORE THE COURT THIS _____ DAY OF _____, A.D.
 ARRESTING DOCKET NUMBER _____

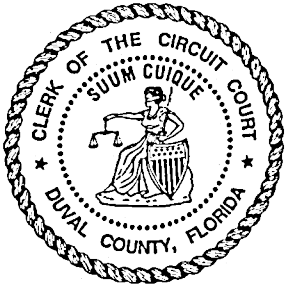
DEPUTY SHERIFF

SHERIFF

RONNIE FUSSELL
CLERK OF CIRCUIT AND COUNTY COURT

CIRCUIT COURT OF DUVAL COUNTY, FLORIDA

CAPIAS RECEIPT



CASE: 16-2019-CF-001471-AXXX-MA

DIVISION: CR-E (CIRCUIT COURT)

CONTROL NUMBER: _____

STATE OF FLORIDA

vs.



INFORMATION FOR:

Count	Active Statute Number and Description
1	S817.568(9) FRAUDULENT USE OF FICTITIOUS PERSONAL IDENTIFICATION INFORMATION

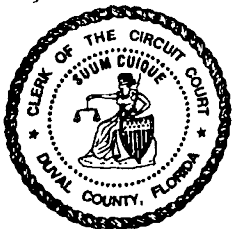
RECEIVED FROM RONNIE FUSSELL, CLERK, THE CAPIAS IN THE ABOVE ENTITLED CASE.

DATE: September 18, 2019

MIKE WILLIAMS, SHERIFF

DATE RECEIVED IN ID: _____

BY: _____



JIM FULLER
Clerk of the Circuit Court

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

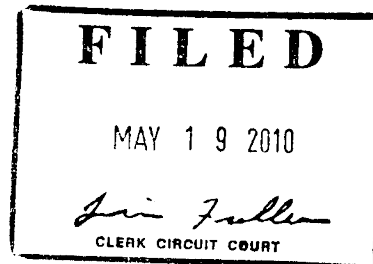
CASE NO. 16-2010-CF-3016-AXXX
DIVISION CR-C
AGENT NO HASSLE BAIL BONDS
BOND NO. PC125-00814392

STATE OF FLORIDA

VS.

[REDACTED]

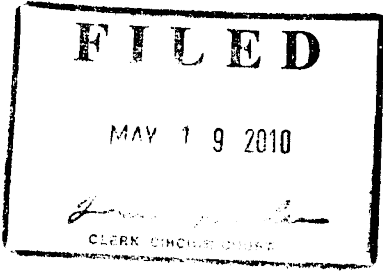
FILED
IN COMPUTER
E.O.



CERTIFICATE OF JUDGE

This is to certify that the defendant was arrested on the 21ST day of MARCH 2010, and that an information, indictment or affidavit was filed within six (6) months of said arrest; that the said [REDACTED] together with NO HASSLE BAIL BONDS INC. by its agent, CONTINENTIAL HERITAGE INSURANCE CO. agreed to pay the State of Florida \$ 50,003.00, unless the said [REDACTED] should appear in this court on the 5TH day of MAY, 2010 to answer the charges in this case; the said [REDACTED] has failed to appear in this court to answer the said charges on the 5TH day of MAY, 2010 and the said surety has been called upon in this court and has failed to produce the body of said [REDACTED] in this court as its bond requires; that NO HASSLE BAIL BONDS, the agent for said surety was given written notice by hand on the 5TH day of MAY, 2010, and has received said notice to have the defendant before the court on the 19TH day of MAY, 2010 made and signed this certificate.

[Signature]
JUDGE

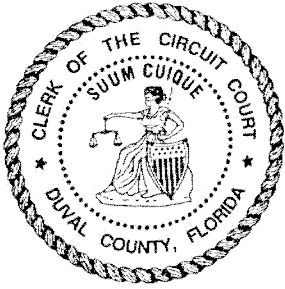


ORDER OF FORFEITURE

It is ordered by the Court that the appearance bond in the above styled case, executed by the said defendant and the said surety, is hereby declared forfeited.

DONE AND ORDERED at Jacksonville, Duval County, Florida, this 19th day of May, A.D., 2010

Abhiel Saez
JUDGE



IN THE CIRCUIT COURT OF THE FOURTH
JUDICIAL CIRCUIT, IN AND FOR DUVAL
COUNTY, FLORIDA

CASE: 16-2010-CF-003016-AXXX-MA

DIVISION: CR-C (Circuit)

STATE OF FLORIDA

vs.

[REDACTED]

NOTICE TO BONDSMAN

DATE 05/06/2010

TO: CONTINENTAL HERITAGE INSURANCE CO.
NO HASSLE BAIL BONDS INC.

625-1 CASSAT AVE.
JACKSONVILLE, FL 32205

You are hereby notified that the above named defendant, for whom you are surety, failed to appear in the Circuit Court on 05-05-10, as scheduled.

This cause is to be heard before the Honorable ADRIAN G. SOUD, Circuit Judge, Division CR-C (Circuit), at 9:00 AM on May 19, 2010 in courtroom 2 Duval County Courthouse, 330 East Bay Street, Jacksonville, Florida. Failure to produce the body of the above named defendant will result in the forfeiture of your bond.

Dated this 6th day of May, A.D. 2010

JIM FULLER
Clerk of the Circuit and
County Courts

By Erika Odol
DEPUTY CLERK

PRE-NUMBER

1

NO HASSLE BAIL BONDS
625-2 CASSAT AVE.
JACKSONVILLE, FLA. 32205
904-444-8999

RECEIPT

DATE _____

No. **956995**

RECEIVED FROM _____

\$ _____

_____ DOLLARS

FOR RENT

FOR _____

ACCOUNT		
PAYMENT		
BAL. DUE		

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM **Palmetto Surety Corporation**
109 River Landing Dr. #200
Charleston, SC 29492-7595

BY _____

3-11

BAIL BOND AGENCY

SURETY COMPANY

10777 Westheimer Road 77042
P.O. Box 2807
Houston, Texas 77252-2807
(713) 954-8100
(713) 954-8389 FAX

QUALIFYING POWER OF ATTORNEY

Valid in _____ County only

KNOW ALL MEN BY THESE PRESENTS:

That RANGER INSURANCE COMPANY, a corporation of the State of Delaware, does hereby make, constitute and appoint:

its true and lawful attorney-in-fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, on bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Bail bonds (not including non-appearance related recognizances/bail bonds).

not exceeding \$ 500,000.00

and to bind RANGER INSURANCE COMPANY thereby, and all of the acts of said attorney-in-fact, pursuant to these presents are hereby ratified and confirmed.

Ranger Insurance Company shall **NOT** be liable hereunder unless face sheets and/or bonds are affixed to a valid Ranger Insurance Company Power of Attorney, as fully described on the reverse hereof.

This appointment is made under and by authority of resolution of the Board of Directors of Ranger Insurance Company.

IN WITNESS WHEREOF, RANGER INSURANCE COMPANY has caused these presents to be signed by its duly

authorized officers this 18th day of February, 2005

RANGER INSURANCE COMPANY

By [Signature]
Michael P. Ziemer
Assistant Corporate Secretary

Corporate Seal:

On this 18th day of February, 2005 before me a Notary Public, personally appeared the above named officers, Michael P. Ziemer and Christine Frisby who being duly sworn, acknowledged that they signed the above Power of Attorney as Assistant Corporate Secretary and Assistant Corporate Secretary of the said Ranger Insurance Company, and acknowledged said instrument to be the voluntary Act and Deed of said Company. They are both personally known to me.

Attest: [Signature]
Christine Frisby
Assistant Corporate Secretary

[Signature]
Notary Public
JAMES I. GAUSTAD
Notary Public, State of Texas
My Commission Expires
August 20, 2008
S-0002B (6/02)

Any correspondence regarding this Power of Attorney address to:
RANGER INSURANCE COMPANY
10777 Westheimer Road 77042
P.O. Box 2807
Houston, Texas 77252-2807

UNDERWRITING AUTHORITY

I, [REDACTED], HEREBY acknowledge that I am not authorized, nor empowered, to execute bail bonds on any one individual, whether it be one bond or several bonds with a cumulative liability in excess of \$25,000.00 without the prior approval of **AGENCY, INC.**

Issuance of powers of attorney with a limitation in excess of this amount does not change my underwriting authority.

Dated this 9TH day of JULY, 2004

SIGNATURE: [REDACTED]

WITNESS: [REDACTED]

****FOR THOSE BONDS WHICH ARE OR HAVE A CUMULATIVE LIABILITY OF \$25,000.00 OR GREATER, OUR AGENCY AND **CONTINENTAL HERITAGE INSURANCE COMPANY** REQUIRE:

1. PRIOR APPROVAL (LARGE BOND APPROVAL FORM REQUIRED)
2. COPY OF APPLICATION ON DEFENDANT
3. COPY OF COLLATERAL TAKEN
4. COPY OF COLLATERAL RECEIPT & INFORMATIONAL NOTICE (YELLOW SURETY COPY)

XX



Jacksonville Sheriff's Office, Department of Corrections

JSO Inmate Information Search - Inmate Report

Jail Number: 2012016954

JSO ID: 682961

RELEASED

Inmate Information

Housing Location:	Admitted: 06/19/2012 06:51 PM
ID Check Completed: Y	
Released: 01/08/2014 06:38 AM	Release Reason: REL TO STATE
Bond Agency: N/A	Bond Agency Address: N/A
Age: 30	
Race: W	Eyes: BROWN
Sex: M	Hair: BROWN
Height: 508 inches	Weight: 230 pounds
Arrested: 06/19/2012	Expected Release Date: N/A
Length of Sentence: N/A	
Pending Unsentenced Charges: No	
Payment Required For Release: * N/A	
Completed Admissions Process: N/A	
Arresting Agency: JACKSONVILLE SHERIFF'S OFFICE	
How Long in Jax (Years/Months): 15/0	
Next Court Date: No Pending Court Date	
Visitation Information: N/A	

Charge Information

Statute: 812.13(2)(A) **Description:** ARMED ROBBERY - FIREARM OR OTHER DEADLY WEAPON
 Bond: N/A Fine: N/A Purge: N/A Blanket Bond Group:
 Charge Type: FEL Capias/Warrant: N/A Case #: N/A OBTS:
 Date Entered: 12/20/2013 3:10:04 PM Charge Status: STATE SENTENCED
 Jurisdiction: N/A
 Sentence Date: 12/20/2013 Years: 20 Months: 0 Days: 0
 Charge Comments: N/A

Statute: 843.15(1)(A) **Description:** FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY
 Bond: N/A Fine: N/A Purge: N/A Blanket Bond Group:
 Charge Type: FEL Capias/Warrant: 1328401 Case #: 2010-cf-003016 OBTS: 1602259618
 Date Entered: 6/19/2012 6:51:21 PM Charge Status: STATE SENTENCED
 Jurisdiction: JSO
 Sentence Date: 12/20/2013 Years: 5 Months: 0 Days: 0
 Charge Comments: N/A

Active Hold Information

No holds for this inmate are currently on record.

Inmate



Booking Number: ~~0000-1-1074~~

Arrest Date: 06/22/2020

SOID: 00641583

SOID Name: ~~XXXXXXXXXX~~

Arrest Age: 31

DOB: 11/24/1988

POB: NY

Current Age: 31

Sex: F

Race: W

Ethnicity: N

Eyes: BRO

Hair: RED

Height: 5'03

Weight: 150

Build: M

Arrest Status

Status: STATUS - IN JAIL

Bond: NO BOND

Cash: \$0.00

Fine: \$0.00

Purge: \$0.00

Holds: Interstate Compact Agreement (ICA)

Address

Street Address: 2004 E NEW ORLEANS AVE

City: TAMPA

State: FL

Zip:33610

Aliases

Alias	Date of Birth
SMITH,JESSICA	11/24/1988

Arrest Information

Arrest Agency: FDOC

Jurisdiction: HS

Arrest Date: 06/22/2020

Arrest Time: 20:30

Book Date: 06/22/2020

Book Time: 22:14

Arrest Location: 2004 E. NEW ORLEANS AVE

Release Information

Last Classification Date / Time:

Property Location: 0232

Additional Information

OBTS: 2938153858

Caution Ind:

Caution Remarks:

Attorney:

Address:

Phone:

Employer: MR APPLIANCE

Occupation:

Address: TAMPA, FL

Charges

Charge #1

Charge Description:

INTERSTATE COMPACT AGREEMENT (ADMIN012)

Class:

NN

Charge Count:

1

Charge Type:

Violation of Parole

Court:

0

DISP:

Bond:

\$0.00

BP:

B

Fine:

\$0.00

Custody Days:

3

Report Number:

CT-Case #:

S50441

Offense Date:

06/22/2020

Agency:

Department of Corrections

OBTS Number:

2938153858

Charge Code:

ADMIN012

CRA Number:

DC20000223

Remark:

H/GA PC/VPAR OISS CONTROL SUBS/OTHER


[Locate](#)
[Help](#)
[FAQ](#)

Welcome to MyProfile.

MyProfile is the online portal for the Florida Department of Financial Services' Bureau of Licensing.

Important Information Regarding COVID-19 and Business Operations:

Pearson Vue testing locations continue operating at a limited seating capacity. On May 20, 2020, many third party testing locations in Florida began offering our exams, which made additional testing times available throughout the state. There continues to be over 40 LiveScan fingerprinting locations open in Florida.

Due to limited testing availability, temporary licensing is now available for certain resident license types. [Click here](#) for more information about the temporary licenses available and how to apply.

In order to continue operating efficiently, we strongly encourage people to utilize our Upload Documents feature through their MyProfile account to submit any application deficiency documents, instead of emailing them to us. If the option to upload documents isn't available in someone's account, it will appear within 3 hours after submitting a new license application in our system. (Note: If an application is submitted through NIPR, the option will appear once that application reaches our system, typically the day after the application is submitted to NIPR.)

Thank you for your cooperation and patience!

MyProfile allows you to:

- View your license(s), registration(s), appointment(s), continuing education information, and deficiencies on a pending application.
- Apply for a license or registration.
- Make an address change.
- Print a duplicate license.
- Print a Letter of Certification or Letter of Clearance.
- Apply to be a Pre-licensing or Continuing Education Provider or Instructor.

Need assistance?

[Click here](#) to review step-by-step guides or email us at **AgentLicensing@MyFloridaCFO.com**.

Privacy Statement

Pursuant to the Privacy Act of 1974, 5 U.S.C. § 552a, the State is responsible for informing you whether disclosure of your social security number is mandatory or voluntary, by what statutory or other authority your social security number is solicited, and what uses will be made of your social security number. Under § 119.071(5)(a)2., F.S., a state agency may collect your social security number if the collection is:

- (I) specifically authorized by law; or
- (II) imperative for the performance of the agency's duties and

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User Name

Password

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- Transcripts
- Compliance
- Customize
- Help
- FAQ

Logout [Individual]

In-Box
USER: [REDACTED]

**LICENSES,
REGISTRATIONS OR
CERTIFICATIONS**

Number: [REDACTED]

▶ **Active**

Agent

0060 - MANAGING GENERAL AGENT

Bailbond

0234 - LIMITED SURETY AGENT (BAIL)

▶ **Print Licenses**

Permanent Licenses: [Wallet / Letter](#)

Current Contact Information



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APPOINTMENTS

- ▶ [Click here to review a list of your active appointments.](#)
- ▶ [Click here to review a list of your terminated appointments.](#)

LETTERS

- ▶ [Letter of Certification](#)
- ▶ [Letter of Clearance](#)

MESSAGES

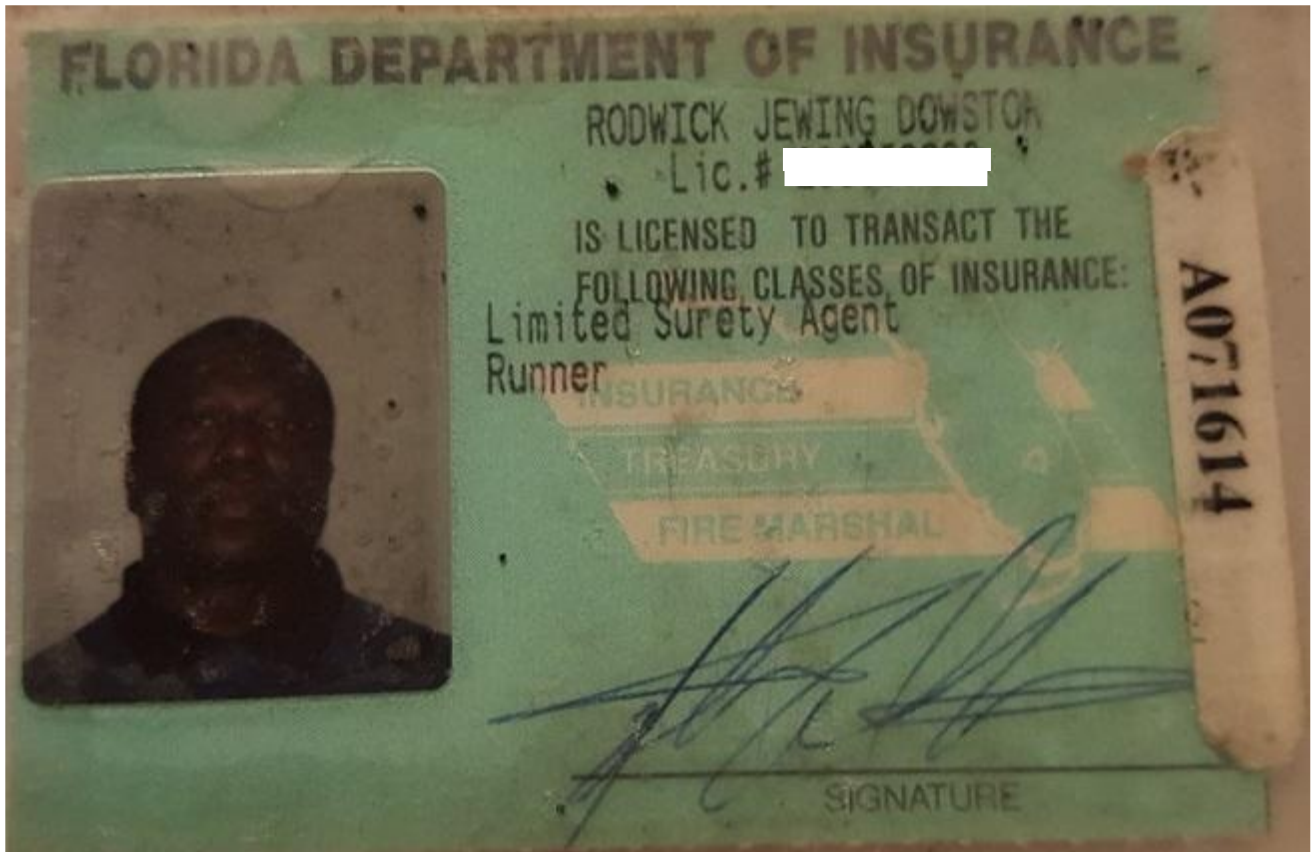
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RUNNERS LICENSE 1990 SURETY LICENSE 1993

A RUNNER IS A SEPARATE LICENSE CATEGORY.

AS OF JULY 1995, NO NEW RUNNER LICENSES WERE ISSUED AND AS OF PRESENT, THERE ARE NO REMAINING LICENSED RUNNERS IN FLORIDA. THE FUNCTION OF THE RUNNER WAS PRIMARILY AS A FUGITIVE RECOVERY AGENT. A LIMITATION WAS IMPOSED UPON THIS LICENSE TO RECOVER FUGITIVES.

You, the undersigned Defendant ("Defendant" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing Surety and Casualty Company, Inc. ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) for you (singularly or collectively the "Bond"), using power of attorney number(s) (if known) _____, in the total amount of _____ Dollars (\$ _____) in the _____ Court of _____

1. DEFENDANT'S NAME AND ADDRESS

Name _____ Nickname/Alias _____

FIRST MIDDLE LAST

Home Phone _____ Cell Phone _____ Work Phone _____

Email _____

Current Home Address _____

How Long _____ Rent or Own Landlord _____

Former Home Address _____ How Long _____ Rent or Own Landlord _____

How Long Resided In Current City _____ How Long In Current State _____

2. PERSONAL DESCRIPTION

Date of Birth _____ Where Born _____ Sex Male Female Race _____

CITY & STATE

Social Security # _____ Driver's License # _____ Issuing State _____

Height _____ Weight _____ Eye Color _____ Hair Color _____ Scars, Marks, Tattoos _____ Complexion _____

How Long in U.S. _____ U.S. Citizen Yes No Nationality _____ Alien # _____

Any Medical Conditions/Disabilities _____

Union _____ Local # _____ Military Service Branch _____ Active Yes No Discharge Date _____

3. ARREST INFORMATION

Date of Arrest _____ Booking Name (if different) _____ Arresting Agency _____

Jail Location _____ Booking # _____

Charges _____

Previous Arrests: CHARGES DATE WHERE

Pending Charges in Other Counties _____

Are You On Probation Yes No Parole/Probation Officer Name And Phone # _____

Are You Now Under Any Bond Yes No Have You Ever Failed To Appear In Court Yes No

Bonded Before By _____ When _____

4. EMPLOYMENT

All Occupations For The Past 5 Years _____

Current Employer Name _____ How Long _____ Position _____

Supervisor's Name _____ Work Phone _____

Most Recent Former Employer Name _____ How Long _____ Position _____

Supervisor's Name _____ Work Phone _____

Next Most Recent Former Employer Name _____ How Long _____ Position _____

Supervisor's Name _____ Work Phone _____

Report of Cash Payments Over \$10,000 Received in a Trade or Business

Department of the Treasury
Internal Revenue Service

▶ See instructions for definition of cash.
▶ Use this form for transactions occurring after August 29, 2014. Do not use prior versions after this date.

OMB No. 1506-0018
Department of the Treasury
Financial Crimes
Enforcement Network

For Privacy Act and Paperwork Reduction Act Notice, see the last page.

1 Check appropriate box(es) if: a Amends prior report; b Suspicious transaction.

Part I Identity of Individual From Whom the Cash Was Received

2 If more than one individual is involved, check here and see instructions ▶

3 Last name 4 First name 5 M.I. 6 Taxpayer identification number

7 Address (number, street, and apt. or suite no.) 8 Date of birth ▶ M M D D Y Y Y Y
(see instructions)

9 City 10 State 11 ZIP code 12 Country (if not U.S.) 13 Occupation, profession, or business

14 Identifying document (ID) a Describe ID ▶ _____ b Issued by ▶ _____
c Number ▶ _____

Part II Person on Whose Behalf This Transaction Was Conducted

15 If this transaction was conducted on behalf of more than one person, check here and see instructions ▶

16 Individual's last name or organization's name 17 First name 18 M.I. 19 Taxpayer identification number

20 Doing business as (DBA) name (see instructions) Employer identification number

21 Address (number, street, and apt. or suite no.) 22 Occupation, profession, or business

23 City 24 State 25 ZIP code 26 Country (if not U.S.)

27 Alien identification (ID) a Describe ID ▶ _____ b Issued by ▶ _____
c Number ▶ _____

Part III Description of Transaction and Method of Payment

28 Date cash received 29 Total cash received 30 If cash was received in more than one payment, check here ▶ 31 Total price if different from item 29

32 Amount of cash received (in U.S. dollar equivalent) (must equal item 29) (see instructions):
a U.S. currency \$ _____ .00 (Amount in \$100 bills or higher \$ _____ .00)
b Foreign currency \$ _____ .00 (Country ▶ _____)
c Cashier's check(s) \$ _____ .00 } Issuer's name(s) and serial number(s) of the monetary instrument(s) ▶
d Money order(s) \$ _____ .00 }
e Bank draft(s) \$ _____ .00 }
f Traveler's check(s) \$ _____ .00 }

33 Type of transaction 34 Specific description of property or service shown in 33. Give serial or registration number, address, docket number, etc. ▶ _____
a Personal property purchased f Debt obligations paid
b Real property purchased g Exchange of cash
c Personal services provided h Escrow or trust funds
d Business services provided i Bail received by court clerks
e Intangible property purchased j Other (specify in item 34) ▶ _____

Part IV Business That Received Cash

35 Name of business that received cash 36 Employer identification number

37 Address (number, street, and apt. or suite no.) Social security number

38 City 39 State 40 ZIP code 41 Nature of your business

42 Under penalties of perjury, I declare that to the best of my knowledge the information I have furnished above is true, correct, and complete.

Signature ▶ _____ Title ▶ _____
Authorized official

43 Date of signature M M D D Y Y Y Y 44 Type or print name of contact person 45 Contact telephone number



DEPARTMENT OF FINANCIAL SERVICES
Division of Agent & Agency Services – Bureau of Licensing
200 East Gaines Street, Larson Building Room 419
Tallahassee, FL 32399-0319

TEMPORARY BAIL BOND AGENT
MANDATORY EMPLOYMENT VERIFICATION

PART I: (to be completed by applicant)

I certify that upon being licensed as a Temporary Bail Bond Agent, I will be employed at:

Employer/Agency Name: _____

Address: _____
City **State** **Zip Code**

 Signature of Applicant

 Print Name

 Social Security/License Number

PART II: (to be completed by supervisor)

I certify that I will act in the capacity of supervisor of the applicant, if licensed, as described in 648.355 (l) (e), F.S. I further acknowledge responsibility for the applicant's conduct in the bail bond business. Under penalty of perjury I declare that the foregoing statement is true.

I further certify that upon being licensed as a Temporary Bail Bond Agent, the applicant will be employed at:

Employer/Agency Name: _____

Address: _____
City **State** **Zip Code**

 Signature/Title of Supervisor

 Print Name

 Social Security/License Number

 Date

***NOTE**

You are required by state and federal law to disclose your social security number on this application. Section 666(a)(13) of Title 42, Unites States Code, requires each state to obtain the social security number of each applicant for a professional or occupational license on the application for the license. Section 626.171(5), Florida Statutes, implements this federal law. The purpose of collecting social security numbers is for administration of the child support enforcement provisions of Title IV-D of the Social Security Act. The Department of Financial Services also uses social security numbers for identity verification purposes in conjunction with background checks of applicants and for identity verification purposes in the Department's electronic database for licensees and applicants.

Recovery agent equipment

Oleoresin capsicum (pepper) spray

The spray comes in canisters, delivered by gun.



Body cameras

To capture and record interactions during incidents as they unfold and provides hard video evidence of decisions made by bail agents.



Tactical vest

Lined with ballistic protection panels.



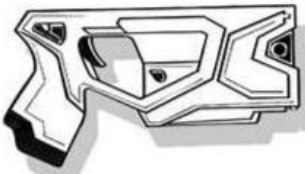
Badge

The Department of Licensing does not require agents to carry a badge,



Stun gun

Fires dart-like electrodes.



Handgun and spare magazine

Agents must have a valid concealed pistol license.



Radio

Even if an agent is working alone, a radio unit gives the illusion of backup.



Flashlight

Steel knife

Useful to pry locks.

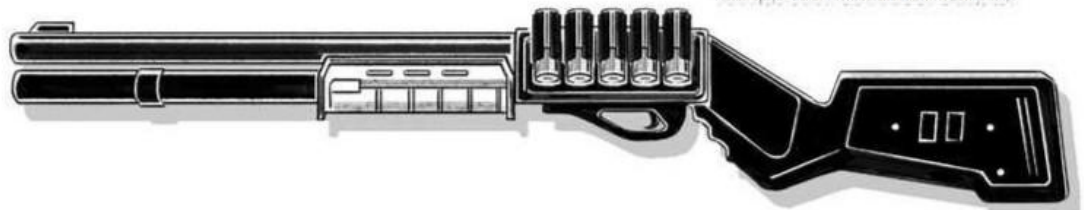


Baton



Shotgun

Agents may choose to use non-lethal rounds such as rubber bullets.



Restraints



The agent's personal safety should always be paramount. Effective recoveries are best performed using the bullet proof vest.

XXXX

Every bail bond agent who accepts collateral security for a bail bond shall, for each bail bond written, make and attach to such bail bond an affidavit on the form prescribed by the Department, to wit:

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ____

Before me today, the undersigned authority, personally appeared ____, who by me being duly sworn, deposes and says: That he is a duly licensed bail bond agent pursuant to chapter 648, F.S., and has registered for the current year with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned county, and has filed a certified copy of his appointment by Power of Attorney for the Surety, with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned County. That ____ (Principal) of ____ (Address) has (given or promised to give) the sum of ____ (\$) Dollars, as consideration for Bail Bond Number ____ filed with the Clerk of the ____ located in ____ together with the (promise or receipt) of security belonging to ____ (Name) of ____ (Address) as follows: (Provide detailed description and source of security) _____. That a duly signed receipt has been given to the said ____ (Principal) for the consideration given and/or that the said ____ (Name) has (also been) given a receipt for the security described above.

(Bail Bond Agent)

Sworn to and subscribed before me in ____, ____ Florida, on this ____ day of ____

(NOTARY PUBLIC) State of Florida at Large

(Address) My Commission Expires:

Rulemaking Authority 648.26, 648.442(9) FS. Law Implemented 903.14(1), 648.36, 648.44(1)(m), 648.442, 648.45 FS. History—Repromulgated 12-24-74, Formerly 4-1.14, Amended 9-10-91, Formerly 4-1.014, Amended 4-14-97, Formerly 4-221.125.

4. On April 5, 2006 Surety Agent (Bail Bondsman) Rod Dowston called defendant [REDACTED] and Indemnitor [REDACTED] to remind them of court.
5. On April 6, 2006 defendant [REDACTED] willfully **FAILED TO APPEAR** in court as instructed.
6. On April 6, 2006 court **NOTIFIED BONDSMAN** of defendant's **FAILURE TO APPEAR**.
7. On April 7, 2006 **CAPIAS ORDERED & ISSUED, CONTROL NUMBER 1161122 eWarrant / BOND SET AT NONE.**
8. As a courtesy [REDACTED] bail bonds always call all defendants and indemnitors (clients) and remind them of court.

In the two years Mr. [REDACTED] has been on the run and a fugitive of justice, my investigation has uncovered that Mr. [REDACTED] has continued to have sexual relations with under aged girls from the age of 15 to 17 years old, and using AKA'S: **JAYSON and JAYSUN JONES**. In 2008, after making contact with a 16 year old white / female in Temple, Az. I was informed by this young lady that after many alleged sexual contacts with Mr. [REDACTED] he promised to marry her and she fell in love with him. I have reported this crime and relationship to Temple, Az. Police Department.

The public needs to know that government officials (Duval County State Attorney's Office) have the power to enforce the law and preserve our rights and those of other citizens and tax payers.

We thank you in advance for your professional courtesy and prompt attention in this matter.

Sincerely,

Rod Dowston
[REDACTED] Primary Agent
[REDACTED] Bail Bonds
904-355-5545

Cc:

Angela Corey, Duval County State Attorneys

IN THE COUNTY COURT OF THE
FOURTH JUDICIAL CIRCUIT, IN
AND FOR DUVAL COUNTY, FLORIDA

CASE NO.: [REDACTED]

DIVISION: CC-Q

STATE OF FLORIDA

v.
[REDACTED]

**ORDER GRANTING DEFENDANT'S MOTION
FOR PERMISSION TO TRAVEL**

This cause came before the Court on the Defendant's Motion For Permission to Travel Outside the County and Request for Removal of GPS ankle monitor as a condition of bond.

The motion is **GRANTED** (via stipulation) only to allow travel outside Duval County Friday, March 2 - Sunday, March 4, 2018. The Defendant shall not be permitted to remove the GPS ankle monitor.

DONE AND ORDERED in Chambers at Jacksonville, Duval County, Florida this 2nd day of March, 2018.


COUNTY COURT JUDGE

Copies to:

State Attorney's Office – Division CC-Q

[REDACTED] Law Firm
[REDACTED]s, Esquire
Attorney for Defendant
[REDACTED]
Jacksonville, FL 32202

Court Programs of North Florida, LLC

FILED 03/05/18 AM 11:03 FUSSELL



Duval County, Florida

JACKSONVILLE SHERIFF'S OFFICE DEPARTMENT OF CORRECTIONS



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Jacksonville Sheriff's Office | Corrections Facility Information | Crime Stoppers | Justice Coalition | Crime Tip | City of Jacksonville

JSO Inmate Information Search

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Dial 911 for Emergencies

Jail Info:

(904) 630-5760

Police Info:

(904) 630-7600

[Help](#)

Jail Number: [REDACTED]

JSO ID: [REDACTED]

Inmate Information

Housing Location: PDF **Admitted:** 10/06/2021 [REDACTED]
ID Check Completed: Y
Released: N/A **Release Reason:** N/A
Bond Agency: N/A **Bond Agency Address:** N/A
Age: 32
Race: B **Eyes:** BROWN
Sex: F **Hair:** BLACK
Height: 507 inches **Weight:** 0 pounds
Arrested: 10/06/2021 **Expected Release Date:** N/A
Length of Sentence: N/A
Pending Unsentenced Charges: Yes
Payment Required For Release: * Not Eligible for Bond
Completed Admissions Process: Y
Arresting Agency: JACKSONVILLE SHERIFF'S OFFICE
How Long in Jax (Years/Months): 30/0
Next Court Date: 08/24/2022 09:00 AM , COURTHOUSE, CRH
Visitation Information: Visitation information can be found on the JSO public website at:

<https://www.jaxsheriff.org/Resources/Corrections-Facility.aspx>

Charge Information

Statute: 843.15(1)(A) **Description:** FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond **Fine:** N/A **Purge:** N/A **Blanket Bond Group:**
Charge Type: FEL **Capias/Warrant:** 1628824 **Case #:** 16-2020-CF-006849 **OBTS:** 1606058350
Date Entered: 10/6/2021 1:26:13 PM **Charge Status:** AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A **Years:** 0 **Months:** 0 **Days:** 0
Charge Comments: ORIGINAL CHARGE; 812.014 (3)(C) USER DEFINED:FELONY PETIT THEFT; F3

Statute: 843.15(1)(A) **Description:** FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond **Fine:** N/A **Purge:** N/A **Blanket Bond Group:**
Charge Type: FEL **Capias/Warrant:** 1628824 **Case #:** 16-2020-CF-006849 **OBTS:** 1606058350
Date Entered: 10/6/2021 1:26:12 PM **Charge Status:** AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A **Years:** 0 **Months:** 0 **Days:** 0
Charge Comments: ORIGINAL CHARGE; 812.015(7); USER DEFINED:POSSESS/USE OR ATTEMPTED USE OF ANTI-SHOPLIFTING DEVICE F3

Statute: 843.15(1)(A) **Description:** FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond **Fine:** N/A **Purge:** N/A **Blanket Bond Group:**
Charge Type: FEL **Capias/Warrant:** 1633608 **Case #:** 16-2021-CF-005040 **OBTS:** 1606058350
Date Entered: 10/6/2021 1:26:07 PM **Charge Status:** AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A **Years:** 0 **Months:** 0 **Days:** 0
Charge Comments: ORIGINAL CHARGE 812.015(7) USER DEFINED: POSSESS/USE OR ATTEMPTED USE OF ANTI-SHOPLIFTING DEVICE F3

Statute: 843.15(1)(A) **Description:** FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1633608 Case #: 16-2021-CF-005040 OBTS: 1606058350
Date Entered: 10/6/2021 1:26:07 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE 812.015(7) USER DEFINED: POSSESS/USE OR ATTEMPTED USE OF ANTI-SHOPLIFTING DEVICE F3

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Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 812.014(2)(C)B USER DEFINED: GRAND THEFT (\$300<\$20,000) F3

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1633608 Case #: 16-2021-CF-005040 OBTS: 1606058350
Date Entered: 10/6/2021 1:26:07 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 812.015(9)(B) USER DEFINED: COORDINATE WITH OTHERS THE COMMISSION OF RETAIL THEFT OVER \$3,000 F2

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
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Charge Comments: ORIGINAL CHARGE; 812.014(2)(C) USER DEFINED; GRAND THEFT (\$300< \$20,000) F3

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
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Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 817.034(4)(A)2; USER DEFINED: SCHEMES TO DEFRAUD >\$20,000< \$50,000 F2

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

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Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 812.014(2)(C) USER DEFINED; GRAND THEFT (\$300< \$20,000) F3

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1633608 Case #: 16-2021-CF-005040 OBTS: 1606058350
Date Entered: 10/6/2021 1:26:06 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 812.014(2)(C) USER DEFINED; GRAND THEFT (\$300< \$20,000) F3

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
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Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 812.014(2)(C) USER DEFINED; GRAND THEFT (\$300< \$20,000) F3

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1633608 Case #: 16-2021-CF-005040 OBTS: 1606058350
Date Entered: 10/6/2021 1:26:06 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 812.014(2)(C) USER DEFINED; GRAND THEFT (\$300< \$20,000) F3

Statute: 002.000 Description: FEL CHARGE NOT IN COPS-MORE/ICMIS SEE COMMENTS

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1628773 Case #: N/A OBTS: 1606058350
Date Entered: 10/6/2021 1:25:16 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: 843.23(2)(A),TAMPERING WITH AN ELECTRONIC MONITORING DEVICE;F3

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1633606 Case #: 16-2021-CF-005778 OBTS: 1606058350
Date Entered: 10/6/2021 1:24:11 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE; 812.014(2)(C)2 ; USER DEFINED: GRAND THEFT F3

Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1633606 Case #: 16-2021-CF-005778 OBTS: 1606058350
Date Entered: 10/6/2021 1:24:11 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE 812.015(7) USER DEFINED: POSSESS/USE OR ATTEMPTED USE OF ANTI-SHOPLIFTING DEVICE


Statute: 843.15(1)(A) Description: FTA - FAILURE OF DEFENDANT ON BAIL TO APPEAR / CHARGED WITH A FELONY

Bond: No Bond Fine: N/A Purge: N/A Blanket Bond Group:
Charge Type: FEL Capias/Warrant: 1633606 Case #: 16-2021-CF-005778 OBTS: 1606058350
Date Entered: 10/6/2021 1:24:11 PM Charge Status: AWAITING TRIAL
Jurisdiction: JSO
Sentence Date: N/A Years: 0 Months: 0 Days: 0
Charge Comments: ORIGINAL CHARGE: 812.015(9)(B) USER DEFINED: COORDINATE WITH OTHERS THE COMMISSION OF RETAIL THEFT OVER \$3,000 F2

Active Hold Information

No holds for this inmate are currently on record.

* An inmate cannot be released on bond if they have an unsentenced felony charge and have not been to first appearance court or they have an additional sentenced charge. Proper identification and clearance must be obtained before release.

Line / Document	Count	Effective Entered	Description	Pages	Image
116	--	10/5/2021 10/6/2021	HEARING ON ENTRY OF FORFEITURE 10/20/2021 9:00 AM - 608 6TH FLOOR, 501 W ADAMS ST JACKSONVILLE FL 32202		
117 D117	--	10/5/2021 10/6/2021	CAPIAS ORDERED & ISSUED FOR FAILURE TO APPEAR	2	Request  View on request
118	1	10/5/2021 10/6/2021	BOND SET AT NONE		
119	2	10/5/2021 10/6/2021	BOND SET AT NONE		
121 D122	--	10/6/2021 10/6/2021	NOTICE TO BONDSMAN FOR FAILURE TO APPEAR EMAILED	2	Request  View on request
122 D123	--	10/6/2021 10/6/2021	NOTICE TO BONDSMAN FOR FAILURE TO APPEAR EMAILED	2	Request  View on request
123	--	10/6/2021 10/6/2021	RECEIPT FOR CAPIAS		
124	--	10/6/2021 10/6/2021	CONTROL NUMBER 1637182 eWarrant		
125	--	10/20/2021 10/21/2021	JUDGE SOUD, ADRIAN G.		
126	--	10/20/2021 10/21/2021	ASST. STATE ATTY. ISOM, MARCUS LEEANDRE JR		
127	--	10/20/2021 10/21/2021	ATTY. FOR DEF. BROWN, RICHARD ANTHONY		
128	--	10/20/2021 10/21/2021	> DEFENDANT ATTORNEY NOT PRESENT		
129	--	10/20/2021 10/21/2021	DEFENDANT NOT PRESENT		
130	--	10/20/2021 10/21/2021	CAPIAS TO REMAIN OUTSTANDING		
132 D133	--	10/21/2021 10/21/2021	CERTIFICATE OF JUDGE - ORDER OF BOND FORFEITURE BOOK 19969 PAGE 2446-2447	2	Available  Public access
133 D134	--	10/21/2021 10/21/2021	CERT CPY: CERTIF OF JUDGE/ORDER OF FORFEIT FOR SERVICE	3	Available  Public access
134	--	10/21/2021 10/21/2021	CERTIFICATE OF JUDGE - BOND FORFEITURE PACKAGE FELONY		
135 D136	--	10/21/2021 10/21/2021	CERTIFICATE OF JUDGE - ORDER OF BOND FORFEITURE BOOK 19969 PAGE 2463-2464	2	Available  Public access

S.A. CASE NO.: [REDACTED]

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

STATE OF FLORIDA

Spring Term, in the year two thousand nineteen

vs.

CLERK NO.: [REDACTED]

DIVISION: [REDACTED]

INFORMATION FOR:

- 1) AGGRAVATED ELDERLY AND/OR DISABLED ADULT ABUSE
- 2) ABUSE OR NEGLECT OF AN ELDERLY PERSON OR DISABLED ADULT
- 3) FALSE IMPRISONMENT

IN THE NAME OF AND BY AUTHORITY OF THE STATE OF FLORIDA, MELISSA W. NELSON, State Attorney for the Fourth Judicial Circuit of the State of Florida, in and for Duval County, charges that:

COUNT 1

[REDACTED] on May 17, 2019, in the County of Duval and the State of Florida, did willfully torture, maliciously punish or willfully and unlawfully cage an elderly person or disabled adult, to-wit: C.T., contrary to the provisions of Section 825.102(2)(b), Florida Statutes.

COUNT 2

[REDACTED] on May 17, 2019, in the County of Duval and the State of Florida, did knowingly or willfully abuse an elderly person or disabled adult, to-wit: C.T., by actively encouraging a person to commit an act that resulted in or could reasonably have been expected to result in physical or psychological injury to C.T., without causing great bodily harm, permanent disability, or permanent disfigurement to the elderly person or disabled adult, contrary to the provisions of Section 825.102(1)(c), Florida Statutes.

COUNT 3

[REDACTED] on May 17, 2019, in the County of Duval and the State of Florida, did confine, abduct, imprison or restrain C.T. forcibly, by threat, or secretly against the will of the said C.T. and without lawful authority, contrary to the provisions of Section 787.02(1)(a), Florida Statutes.

MELISSA W. NELSON, STATE ATTORNEY
FOURTH JUDICIAL CIRCUIT

By: [Signature]
Assistant State Attorney
Fourth Judicial Circuit of Florida, in and for Duval County

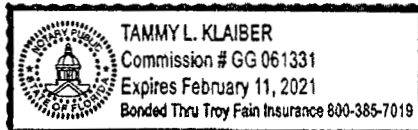
STATE OF FLORIDA)
COUNTY OF DUVAL)

KHARY GAYNOR BAR # 527858

Personally appeared before me, _____, Assistant State Attorney, for the Fourth Judicial Circuit of the State of Florida, in and for Duval County, who is personally known to me, and who being first duly sworn, says that the allegations as set forth in the foregoing information are based upon facts that have been sworn to as true, and which, if true, would constitute the offense therein charged, and that this prosecution is instituted in good faith, and hereby certifies that testimony under oath has been received from the material witness(es) for the offense.

Sworn to and subscribed before me this 18th day of June, 2019.

By: Tammy L. Klaiber



L4

RONNIE FUSSELL, Clerk of the Circuit Court, Fourth Judicial Circuit of Florida, In and For Duval County, and Clerk of the County Court, In and For Duval County, Florida.

FILED THIS _____ 25 BY DEPUTY CLERK: Lore Dewae

Dkt 2019-013789 AD June 10, 2019
Ext. S S/W
Race Black Sex Male DOB 09/02/1985

MCL NO.(S): S825.102(2)(b), F2; S825.102(1)(c), F3; S787.02(1)(a), F3

STATE ATTORNEY'S OFFICE
FOURTH JUDICIAL CIRCUIT OF FLORIDA

CHARGING NOTICE

TO: CIRCUIT COURT CLERK

DATE: June 18, 2019

DIVISION: CRB/SVU

RE: STATE OF FLORIDA

S.A. CASE NO.: [REDACTED]

vs.

CLERK NO.: 40004005005070A

[REDACTED] ON

ARREST NO.: [REDACTED]

CCR NO.: 2019-0017000

ORIGINAL CHARGE(S):

- 1) 82510F, ABUSE OR NEGLECT OF AN ELDERLY PERSON OR DISABLED ADULT, S825.102(1)(c), F3, HCF
- 2) 82510B, AGGRAVATED ELDERLY AND/OR DISABLED ADULT ABUSE, S825.102(2)(b), F2, LCF

FILED CHARGE(S):

- 1) 82510B, AGGRAVATED ELDERLY AND/OR DISABLED ADULT ABUSE, S825.102(2)(b), F2
- 2) 82510F, ABUSE OR NEGLECT OF AN ELDERLY PERSON OR DISABLED ADULT, S825.102(1)(c), F3
- 3) 78702A, FALSE IMPRISONMENT, S787.02(1)(a), F3

The State Attorney's Office, through the Assistant State Attorney listed below, is filing only the charges listed above. Any Original Charges that are not listed as Filed Charges have either been dropped or changed from the Arrest and Booking Report.

Lair A. Hall, II
Assistant State Attorney

Note: This Notice relates to this arrest and booking only and in no way effects any other charges this defendant may have pending.