



SHAMROCK BAIL BONDS

PREMIUM FINANCING & PAYMENT PLAN AGREEMENT

Agency: Shamrock Bail Bonds, 1528 Broadway, Fort Myers, FL 33901

Defendant: _____

Indemnitor (if applicable): _____

Agreement Date: _____

BOND & PREMIUM DETAILS

Bond Amount: \$ _____

Premium Amount (Non-Refundable): \$ _____

Down Payment: \$ _____

Balance Financed: \$ _____

PAYMENT TERMS

Number of Payments: _____

Payment Amount: \$ _____

First Payment Due: _____
Final Payment Due: _____

DEFAULT & ACCELERATION

1. **Payment Default:** If any payment is more than three (3) days late, this shall be considered a **default** under this Agreement.
 2. **Acceleration of Debt:** Upon default, the **entire remaining balance** of the debt becomes **immediately due and payable**, without notice.
 3. **Enforcement Actions:** In the event of default, **the Surety** may take any or all actions allowed by law, including **bond enforcement, forfeiture of bond, wage garnishment, property liens, and seizure of assets.**
 4. **Reinstatement of Debt:** If any payment is missed or defaulted, the Surety has the right to reinstate the debt in its entirety, even if partial payments have been made.
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INDEMNIFICATION & JOINT LIABILITY

1. **Indemnitors and Defendant Jointly and Severally Liable:** Both the **Defendant** and **Indemnitor(s)** shall be **jointly and severally liable** for the payment of this debt. This means each party is fully responsible for the full amount, and the Surety may pursue any or all of them for full payment, including **wage garnishment, bank account levies, and seizure of property.**
 2. **Indemnitor's Responsibility:** The **Indemnitor(s)** agree that they are fully responsible for ensuring the debt is paid, and they waive any right to claim they are a mere "co-signer" or that the debt is solely the Defendant's responsibility.
 3. **No Waiver of Responsibility:** The Surety may pursue the **Defendant, Indemnitor, or both parties** independently or together in any manner necessary to collect the debt, regardless of who is ultimately able to pay.
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RELATIONSHIP TO BAIL BOND

This **Premium Financing Agreement** is a **material consideration** for the posting of the bail bond. Nonpayment of any part of this debt may result in **immediate surrender or revocation of bond** as permitted by law. Additionally, nonpayment may **accelerate collection actions**, including the seizure of assets, garnishment of wages, and other legal remedies to enforce payment.

NON-REFUNDABLE PREMIUM

The **bail bond premium** is fully earned at the time of posting, and **is non-refundable** under any circumstances, including but not limited to the surrender, revocation, or dismissal of the case. No refunds or partial payments will be issued.

ATTORNEYS' FEES & COSTS

The Undersigned agree to **pay all reasonable costs of collection**, including but not limited to **attorneys' fees, court costs, and any other costs incurred by the Surety** in pursuing collection of this debt. These costs will be added to the total amount owed.

ARBITRATION & GOVERNING LAW

1. **Binding Arbitration:** Any dispute under this Agreement shall be resolved by **binding arbitration** in the State of Florida.
 2. **Jury Trial Waiver:** The Undersigned waive any right to a jury trial and agree that any claim shall proceed to arbitration only.
 3. **Class Action Waiver:** The Undersigned waive any right to participate in a class action or consolidation of claims related to this Agreement.
 4. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida, including but not limited to **Florida Statutes Chapter 903** relating to bail bonds.
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PAYMENT SCHEDULE

Due Date	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNATURES

By signing below, the Defendant and Indemnitor acknowledge that they have read and fully understood the terms of this Agreement. The Defendant and Indemnitor agree to be **jointly and**

severally liable for the full amount of the bond premium, as well as any collection costs incurred.

Defendant Signature: _____ **Date:** _____

Indemnitor Signature: _____ **Date:** _____