FLORIDA BAIL BOND

Scenario-Based Legal Application & Judgment Questions

Lessons 1–10 + Cross-Lesson Hard Mode

104 application questions designed to test issue spotting, rule application, legal judgment, deadlines, remedies, and consequences.

Study Use

Read the fact pattern first. Select the best answer before reviewing the answer and explanation.

Contents

Total: 104 scenario-based application questions.

Lesson 1

Bail as Surety / Criminal Defendant's Bonds

8 scenario-based legal application / judgment questions

1. Defendant Stops Checking In

Agent Maria posts a $25,000 appearance bond for David. Two weeks later David stops answering calls, quits his job, and tells his sister he may leave Florida. He has not yet missed court.

A. She must wait until David fails to appear.

B. She may surrender David before a breach of the bond.

C. She must obtain the prosecutor's permission.

D. She must first pay the penal sum.

Correct Answer: B

Why: The surety may surrender the defendant before breach rather than wait for an actual failure to appear.

2. No Defendant Signature

A properly authorized surety bond is posted and the defendant is released, but the defendant never personally signs the bond. Later, the defendant misses court and argues the bond cannot be enforced.

A. The bond automatically becomes void.

B. The defendant's failure to sign necessarily releases the surety.

C. The bond may remain enforceable despite the missing defendant signature.

D. The court may collect only half the bond.

Correct Answer: C

Why: The missing signature does not automatically invalidate an otherwise properly executed bond.

3. Appeal After Conviction

A defendant is convicted but wants release while challenging the conviction in a higher court. The family asks for the same ordinary pretrial bail bond used before trial.

A. An appeal bond may be required because this is no longer ordinary pretrial bail.

B. A habeas corpus bond is always required.

C. A ne exeat bond is required.

D. No surety obligation can exist after conviction.

Correct Answer: A

Why: Post-conviction release pending appeal is conceptually different from ordinary pretrial bail.

4. Defendant Facing Extradition

A Florida defendant is being held for transfer to another state. Release is permitted on a bond guaranteeing that the defendant will surrender as required for the extradition proceeding.

A. Supersedeas bond

B. Civil contempt bond

C. Extradition bond

D. Ne exeat bond

Correct Answer: C

Why: An extradition bond is the bond associated with surrender obligations in an extradition matter.

5. Bail Agent Thinks Bond Is Only Financial

An agent tells a new employee: “Once we post the money, our work is finished. The court is responsible for getting the defendant back.”

A. Correct because bail is merely insurance.

B. Incorrect because the criminal surety bond represents a commitment to ensure compliance with covered appearances.

C. Correct unless collateral was accepted.

D. Correct on felony bonds only.

Correct Answer: B

Why: The surety obligation extends beyond posting money; it includes responsibility tied to the defendant's required appearances.

6. Defendant Tries to Leave Jurisdiction

A defendant tells the surety that he plans to leave the court's jurisdiction despite restrictions imposed by the bond.

A. Leaving never affects a surety bond.

B. It may constitute a violation creating increased risk of forfeiture and justify appropriate action by the surety.

C. The premium automatically doubles.

D. The bond becomes a cash bond.

Correct Answer: B

Why: Leaving in violation of bond conditions increases the surety's risk and may justify lawful protective action.

7. Defendant Claims Complete Freedom

After release, a defendant tells the agent: “You have no authority over me because I am no longer in jail.”

A. The friendly-custody/dominion-of-the-surety concept.

B. Double jeopardy.

C. Res judicata.

D. Judicial immunity.

Correct Answer: A

Why: The lesson describes the defendant as remaining in the surety's legal custody for purposes of the bail relationship.

8. Agent Fears Future Breach

The defendant has not violated a court date, but the agent develops reliable evidence that the defendant is preparing to flee.

A. The surety is powerless until forfeiture.

B. The surety may take lawful preventive action, including surrender where permitted.

C. Only the state attorney can surrender the defendant.

D. The indemnitor becomes the defendant's custodian.

Correct Answer: B

Why: The surety need not wait for an actual failure to appear before using lawful surrender rights.

Lesson 2

Licensing and Appointment of Bail Bond Agents

8 scenario-based legal application / judgment questions

9. Licensed but Not Appointed

James passes the licensing examination and receives his license. He immediately begins writing bonds for Sunshine Surety even though Sunshine has never appointed him.

A. Licensure alone authorizes him to act for every insurer.

B. A limited surety agent must also have the appropriate appointment.

C. He needs approval only from the sheriff.

D. He may write bonds for 90 days without appointment.

Correct Answer: B

Why: A license and an insurer appointment serve different functions; authority to act for a specific insurer requires the appropriate appointment.

10. Insurance-Backed Agent

Kim writes bail using powers of attorney issued by an insurance company rather than personally pledging her assets.

A. Personal surety

B. Professional bail bond agent

C. Limited surety agent

D. Court surety

Correct Answer: C

Why: A limited surety agent acts through an appointing insurer and its powers of attorney.

11. Personal Assets Used

Andre secures the bonds he writes with his own qualifying funds and assets instead of insurance-company backing.

A. Limited surety agent

B. Professional bail bond agent

C. Temporary agent

D. Court clerk

Correct Answer: B

Why: A professional bail bond agent justifies suretyship through personal qualifying assets rather than an insurer's power.

12. Jail Employee Wants Side Business

A jail employee wants to obtain a bail bond license and earn commissions from detainees he encounters at work.

A. His employment may place him in a prohibited category because of the conflict with the criminal justice process.

B. He is automatically eligible because he has law-enforcement experience.

C. He needs only permission from his supervisor.

D. He may write only misdemeanor bonds.

Correct Answer: A

Why: The licensing rules restrict certain justice-system personnel because of conflicts and improper access to defendants.

13. Three Examination Failures

An applicant fails the state examination three times and immediately schedules a fourth attempt without completing any additional education.

A. Unlimited immediate attempts are permitted.

B. The applicant must satisfy the additional retraining requirement before another examination attempt.

C. The applicant is permanently prohibited from licensure.

D. The applicant automatically receives a temporary license.

Correct Answer: B

Why: The lesson materials impose retraining requirements after repeated examination failures.

14. Appointment Ends

A surety company terminates Alex's appointment. Alex decides to continue writing new bonds for that insurer while saying, “My license is still active.”

A. Proper because license and appointment mean the same thing.

B. Improper because termination of appointment ends authority to execute new bonds for that insurer.

C. Proper for 48 months.

D. Proper if the premium is paid in cash.

Correct Answer: B

Why: An active license does not preserve authority to act for an insurer after the appointment has ended.

15. Long Period Without Appointment

A licensed agent goes for 48 months without an active appointment and then decides to resume writing bonds.

A. Automatic reinstatement without further action.

B. Requalification requirements may apply as though a first-time applicant.

C. The sheriff can reactivate the license verbally.

D. Only payment of a late fee is required.

Correct Answer: B

Why: The course materials warn that a lengthy period without appointment can trigger requalification requirements.

16. Corporation Wants Individual License

Fast Release Bail LLC applies for an individual bail bond agent license in the company's name.

A. Bail agent licenses are issued to qualifying individuals rather than treating the company itself as the individual agent.

B. LLCs may automatically write bonds statewide.

C. Companies never need licensed agents.

D. The company only needs a tax identification number.

Correct Answer: A

Why: The licensed bail bond agent is an individual who must personally satisfy licensing requirements.

Lesson 3

Fundamentals of Contracts

8 scenario-based legal application / judgment questions

17. Different Understanding of Collateral

An agent believes an indemnitor agreed to pledge House A. The indemnitor believes the agreement concerns House B. Both sign without resolving the difference.

A. Consideration

B. Meeting of the minds/agreement

C. Legality

D. Capacity

Correct Answer: B

Why: A valid agreement requires mutual assent to the same material terms.

18. Counteroffer

The agent offers to write a bond if the indemnitor provides $10,000 collateral. The indemnitor responds, “I'll do it if you accept $5,000 instead.”

A. Acceptance of the original offer.

B. Counteroffer and rejection of the original offer.

C. Automatic contract.

D. Waiver by the surety.

Correct Answer: B

Why: Changing a material term is a counteroffer rather than acceptance of the original proposal.

19. No Exchange of Value

A person claims a contract exists even though neither party promised, gave, or agreed to do anything of value.

A. Consideration

B. Jurisdiction

C. Indemnification

D. Remission

Correct Answer: A

Why: Consideration is the bargained-for exchange supporting a contract.

20. Minor Defendant

A 17-year-old defendant argues that his bail bond is automatically unenforceable merely because he is a minor.

A. All contracts by minors are always criminal.

B. Florida's bail statute allows a minor to bind himself or herself on a bail bond for release.

C. Minors can never be released on surety bail.

D. The parent automatically becomes surety.

Correct Answer: B

Why: The lesson teaches a bail-specific rule permitting a minor to bind himself or herself on the bail undertaking.

21. Contract to Commit Illegal Act

An indemnitor offers an agent $5,000 if the agent agrees to hide the defendant from police.

A. No writing.

B. Illegal object.

C. Insufficient collateral.

D. Lack of court jurisdiction.

Correct Answer: B

Why: A contract requiring unlawful conduct lacks a lawful object and is unenforceable.

22. Fraud in Execution

An elderly indemnitor is told she is signing a receipt. In reality, the document presented for signature is an indemnity agreement.

A. Fraud in the execution.

B. Remission.

C. Specific performance.

D. Apparent authority.

Correct Answer: A

Why: Fraud in the execution concerns deception about the nature or character of the document being signed.

23. Fraud in Inducement

An indemnitor knows she is signing an indemnity contract but does so only because an agent knowingly makes a false material statement to persuade her to sign.

A. Fraud in the inducement.

B. Fraud in the execution.

C. No consideration.

D. Lack of jurisdiction.

Correct Answer: A

Why: Fraud in the inducement concerns deceptive statements used to obtain consent to a known contract.

24. Contractual Performance Refused

A valid contract requires delivery of specifically identified property. One party refuses, while the other wants the agreement performed rather than money damages.

A. Forfeiture

B. Specific performance

C. Extradition

D. Remission

Correct Answer: B

Why: Specific performance is an equitable remedy compelling performance of the promised act.

Lesson 4

Operating a Bail Bond Business

8 scenario-based legal application / judgment questions

25. Coffee-Shop Bail Agency

An agent closes the public office and conducts all business from coffee shops while using a P.O. box as the agency address.

A. Bail agencies may never use computers.

B. The operation fails the lesson's physical-office/access requirements.

C. A coffee shop automatically becomes a branch office.

D. Premiums must be collected in court.

Correct Answer: B

Why: The course requires a compliant bail bond office rather than an operation conducted only from informal public locations.

26. Unlicensed Receptionist Negotiates Bond

A receptionist who has no bail bond license quotes premiums, evaluates collateral, negotiates indemnity terms, and tells customers whether the agency will write their bonds.

A. Clerical employees may freely perform all licensed activity.

B. The employee is performing activities that should be handled by a properly licensed agent.

C. It is permissible if done by telephone.

D. Only the collateral discussion is prohibited.

Correct Answer: B

Why: Clerical work may be delegated, but licensed bail bond functions cannot simply be turned over to unlicensed staff.

27. No Agent in Charge

A bail agency has four licensed agents, but the owner refuses to designate anyone responsible for the overall operation.

A. Having several licensees eliminates the need for supervision.

B. Failure to designate the required responsible agent creates a compliance issue.

C. Only insurers need an agent in charge.

D. It matters only after a forfeiture.

Correct Answer: B

Why: The agency must maintain the responsible supervision required by the regulatory framework.

28. Agent Exceeds Internal Authority

An appointed agent has actual authority to write up to $50,000 without special company approval. The agent writes $100,000 using a genuine company power, and the court accepts it.

A. Internal violation and the court-facing enforceability question are not necessarily the same thing.

B. The bond is always automatically void.

C. The defendant must return to jail immediately.

D. The premium automatically becomes refundable.

Correct Answer: A

Why: An agent can violate internal authority limits even where separate issues govern the bond's effect toward the court or third parties.

29. Missing Required Office Hours

An agency opens only from 7 p.m. to midnight on Tuesdays and Thursdays.

A. The lesson establishes required public business accessibility during qualifying business hours.

B. Any five hours per week are sufficient.

C. Only weekend availability matters.

D. Bail agencies must be open 24 hours.

Correct Answer: A

Why: The agency must satisfy the lesson's office-hour and accessibility requirements.

30. Office Moves Without Updating Authorities

An agency moves to a new location but continues operating for months without properly updating its regulatory information.

A. Every outstanding bond is automatically void.

B. The agent may face regulatory consequences for the reporting violation even though existing bonds do not necessarily disappear.

C. All defendants must be surrendered.

D. No consequence occurs if clients can find the office.

Correct Answer: B

Why: Failure to maintain required regulatory information is a compliance violation distinct from whether already-executed bonds remain in force.

31. Advertising a Discounted Premium

An agency advertises: “Half-price bail bonds this weekend only!”

A. Bail premiums and advertising are regulated; unauthorized discount/rebate-type practices create a violation risk.

B. Discounts are always permitted on weekends.

C. Advertising rules apply only to television.

D. Only courts regulate advertisements.

Correct Answer: A

Why: Premiums and advertising practices are regulated; improper rebates or discounts can trigger discipline.

32. Records Cannot Be Produced

DFS requests the agency's bond, premium, and collateral records. The owner says they were destroyed because “the defendant's case ended last month.”

A. Proper because records may always be destroyed upon disposition.

B. Improper because bail bond records have required retention obligations and must remain available for inspection.

C. Proper if the premium was fully paid.

D. Proper if electronic copies do not exist.

Correct Answer: B

Why: Required records must be retained for the prescribed period and made available for lawful inspection.

Lesson 5

Arrest and Release

8 scenario-based legal application / judgment questions

33. Cash Versus Surety

A court says bail is “$20,000 cash or $40,000 if a surety bond is used.”

- **A.** Different monetary amounts based solely on cash versus surety are inconsistent with the bail framework reflected in the course materials.
- **B.** Surety bail must always be twice cash bail.
- **C.** Cash must always be lower.
- **D.** The agent determines the amount.

Correct Answer: A

Why: The monetary amount should not be increased solely because the defendant uses a surety rather than cash.

34. Defendant Demands Agent Lower Bail

A defendant says: “The judge set my bail at $50,000. You're the bail agent, so lower it to $25,000.”

- **A.** Agents may modify judicial bail.
- **B.** Bail modification is a judicial function, not something the bail agent personally changes.
- **C.** The indemnitor sets bail.
- **D.** The sheriff always sets final bail.

Correct Answer: B

Why: A bail bond agent cannot substitute personal judgment for the court's authority to set or modify bail.

35. Personal Recognizance

The court releases a low-risk defendant based only on the defendant's promise to appear, without requiring money or surety.

- **A.** Surety bond
- **B.** Cash bond
- **C.** Personal recognizance
- **D.** Appeal bond

Correct Answer: C

Why: Release on personal recognizance is based on the defendant's promise rather than a monetary or commercial surety undertaking.

36. Cash Posted Directly

A defendant's family deposits the full amount of bail with the proper authority rather than using an agent.

- **A.** Cash bail.
- **B.** Surety bail.

C. Habeas bond.

D. Ne exeat.

Correct Answer: A

Why: Posting the full monetary amount directly is cash bail.

37. Outstanding Hold

An agent learns the defendant has a separate outstanding warrant in another county that may prevent immediate release.

A. Ignore the warrant because the local bond controls everything.

B. Investigate the outstanding hold before promising the family that posting the local bond will result in release.

C. Increase the premium without explanation.

D. Post a duplicate bond automatically.

Correct Answer: B

Why: A separate hold may prevent release even after the local bond is posted, so it must be checked before making promises.

38. Serious Charges and Bail

A person is arrested on a serious offense and assumes the standard pre-first-appearance schedule guarantees immediate release.

A. Some arrests require individualized judicial consideration rather than automatic schedule-based release.

B. Every offense must result in pre-first-appearance release.

C. The bail agent decides whether the judge is necessary.

D. Serious charges automatically eliminate all bail permanently.

Correct Answer: A

Why: Certain charges and circumstances require judicial bail determination rather than automatic schedule release.

39. Who Accepts the Bond?

A family tells the bail agent: “Once you sign it, the bond is automatically valid and no official has to approve it.”

A. Approval and acceptance of bonds by authorized officials.

B. Consideration.

C. Collateral conversion.

D. Remission.

Correct Answer: A

Why: The bond must be accepted in the manner required by the court or authorized official.

40. Bail Amount Purpose

A judge considers an amount high enough to encourage appearance but not intended simply to impose unnecessary hardship.

A. Bail operates as punishment before conviction.

B. Bail should encourage appearance without becoming improperly excessive.

C. Bail should equal the maximum possible fine.

D. Every defendant should receive the same amount.

Correct Answer: B

Why: The lesson frames bail as a mechanism to secure appearance rather than as pretrial punishment.

Lesson 6

Writing and Underwriting Bonds

8 scenario-based legal application / judgment questions

41. High Flight Risk

A defendant has no local address, no employment, several aliases, repeated failures to appear, and states that he plans to move immediately after release.

A. Write automatically because every applicant is the same risk.

B. Treat the facts as significant flight-risk factors and decline or require sufficient risk mitigation consistent with law and company policy.

C. Ignore them if premium is prepaid.

D. Triple the statutory premium.

Correct Answer: B

Why: Underwriting requires evaluating the actual risk that the defendant will fail to perform the bond obligation.

42. Strong Community Ties

A defendant has lived at the same address for 15 years, has stable employment, family locally, and no prior failure to appear.

A. The facts indicate stronger appearance incentives.

B. The defendant is automatically unbondable.

C. The surety must surrender the defendant.

D. The facts eliminate the need for a bond.

Correct Answer: A

Why: Stable residence, employment, and family ties generally reduce perceived flight risk.

43. Defendant Moves Without Notice

The defendant moves to another address without notifying the surety as required by the contract.

A. The conduct may constitute a contractual violation supporting surrender without premium refund under the lesson's listed conditions.

B. Address changes never matter.

C. The bond automatically doubles.

D. The indemnitor becomes principal.

Correct Answer: A

Why: An unauthorized address change can be a material contract violation under the course's surrender rules.

44. Defendant Re-Arrested

A defendant is arrested for a new non-traffic criminal offense after the bond is written.

A. The surety must ignore all subsequent arrests.

B. A new arrest may constitute a listed contractual basis for surrender.

C. The premium must always be refunded.

D. The first bond is automatically discharged.

Correct Answer: B

Why: The lesson includes certain new arrests among grounds that can justify surrender.

45. No Surety Liability Ever Attached

An agent accepts premium and attempts to post the bond, but it is discovered that the defendant never came within the jurisdiction of the court to which the bond was returnable and the surety incurred no liability.

A. The agent always keeps the premium.

B. It is one of the circumstances in which the premium must be returned.

C. Half must be returned.

D. It becomes collateral.

Correct Answer: B

Why: If the surety never incurs the contemplated liability, the lesson identifies circumstances requiring premium return.

46. Agent Surrenders Compliant Defendant

The defendant has obeyed every term of the bond contract, but the agent changes his mind and voluntarily surrenders the defendant.

A. Agent keeps the entire premium regardless.

B. Premium must be returned when a nonbreaching defendant is surrendered by the surety.

C. Only collateral is returned.

D. Premium becomes a forfeiture payment.

Correct Answer: B

Why: Where the surety voluntarily surrenders a compliant defendant without a contractual breach, the premium must be refunded under the course rules.

47. State Bond Premium

A Florida state bond has a penal sum of $20,000.

A. $200

B. $1,000

C. $2,000

D. $3,000

Correct Answer: C

Why: The course uses a 10% premium for qualifying state bonds over $1,000; 10% of $20,000 is $2,000.

48. Receipt Missing Power Number

An agent gives a premium receipt showing the date, defendant, amount, and purpose but omits the applicable power-of-attorney number.

A. Complete because the dollar amount alone is enough.

B. Deficient because the lesson lists the power number among required receipt information.

C. Valid only for misdemeanor bonds.

D. The omission automatically discharges the bond.

Correct Answer: B

Why: The power number is among the required identifying details on the premium receipt.

Lesson 7

Courts, Jurisdiction & Fulfilling the Obligation

8 scenario-based legal application / judgment questions

49. Felony Filed in County Court

A felony prosecution is mistakenly brought for trial in a county court.

A. Territorial jurisdiction.

B. Subject-matter jurisdiction.

C. Personal jurisdiction.

D. Appellate standing.

Correct Answer: B

Why: Subject-matter jurisdiction concerns the court's legal authority to hear the type of case presented.

50. Wrong County

A crime allegedly occurred in Orange County, but proceedings are initiated in an unrelated county without a lawful basis for venue there.

A. Territorial jurisdiction.

B. Subject-matter jurisdiction.

C. Personal jurisdiction.

D. Appellate jurisdiction.

Correct Answer: A

Why: Territorial jurisdiction concerns the geographic reach of the court's authority.

51. Misdemeanor Appeal

A defendant wants to appeal a county-court misdemeanor judgment.

A. Circuit court.

B. Florida Supreme Court automatically.

C. Federal district court.

D. County court.

Correct Answer: A

Why: The course's court map places ordinary appeals from county court in the circuit court structure.

52. Prosecutor Files Nolle Prosequi

Before the defendant's next appearance, the state attorney files a nolle prosequi.

A. Bond remains forever active.

B. The prosecutorial disposition can release the defendant and surety from the appearance obligation.

C. Automatic forfeiture.

D. Premium doubles.

Correct Answer: B

Why: A nolle prosequi may terminate the prosecution and discharge the related appearance obligation.

53. No Information

The state attorney formally announces that no information will be filed in the case.

A. Surety continues guaranteeing court appearances in a prosecution the state is not pursuing.

B. It may constitute a nonappearance discharge of the bond obligation.

C. Automatic judgment against the agent.

D. Agent must surrender the defendant.

Correct Answer: B

Why: The course identifies no information as an event capable of ending the surety's appearance obligation.

54. Defendant Is Already Jailed Elsewhere

Before breach, the surety learns the defendant is confined in another jail. The surety agrees in writing to pay lawful transportation costs to return the defendant to the proper jurisdiction.

A. Exoneration of the surety.

B. Automatic judgment.

C. Premium forfeiture.

D. License revocation.

Correct Answer: A

Why: Pre-breach confinement elsewhere can support exoneration when the statutory return-cost conditions are met.

55. Surety Surrenders Defendant Properly

Before breach, the surety lawfully surrenders the defendant and obtains the required surrender documentation.

A. Exoneration from the bond obligation.

B. Remission of a judgment that does not exist.

C. An appeal bond.

D. A second premium.

Correct Answer: A

Why: Proper surrender is a means of ending the surety's future obligation on the bond.

56. Critical Court Appearances

The defendant asks which appearances are particularly important for satisfying the appearance obligation.

A. Arraignment, change of plea, and trial.

B. Only jury selection.

C. Only sentencing.

D. Every meeting with defense counsel.

Correct Answer: A

Why: The lesson emphasizes arraignment, change of plea, and trial as key appearance events.

Lesson 8

Forfeitures & Judgments

10 scenario-based legal application / judgment questions

57. Insufficient Appearance Notice

The clerk notifies a surety Monday afternoon that the defendant must appear Tuesday morning. The appearance date was not stated on the bond and was not within 72 hours of arrest. The defendant fails to appear.

A. Whether the statutory 72-hour notice prerequisite for forfeiture was satisfied.

B. Whether the premium was 10%.

C. Whether collateral exceeded $5,000.

D. Whether the indemnitor signed.

Correct Answer: A

Why: Before focusing on the failure to appear, the surety should test whether the statutory notice prerequisite for forfeiture was met.

58. Charges Filed Too Late

A defendant was arrested, but formal charges were not filed within the six-month threshold described in Lesson 8. A forfeiture is later attempted.

A. Whether the forfeiture is prohibited because the charging prerequisite was not satisfied.

B. Whether the premium receipt was numbered.

C. Whether a new indemnitor can be substituted.

D. Whether the bond should become federal.

Correct Answer: A

Why: The lesson establishes a charging deadline as a prerequisite to forfeiture.

59. Defendant Appears Later Same Day

The defendant misses the 9:00 a.m. call but appears before the same court later that day. The judge determines justice would be better served by not enforcing the forfeiture.

A. Direct that the forfeiture be vacated.

B. Automatically revoke the agent's license.

C. Require a two-year waiting period.

D. Convert the bond to collateral.

Correct Answer: A

Why: The court may vacate the forfeiture when the defendant appears later the same day and justice is better served by doing so.

60. Defendant Was in Prison

The defendant misses court because, unknown to the local court, she was confined in another jail or prison at the required time.

A. Discharge of forfeiture based on confinement, with applicable return-cost requirements.

B. Premium rebate.

C. Automatic remission after two years.

D. Cancellation of the agent's appointment.

Correct Answer: A

Why: Confinement is one of the statutory grounds for discharge when the required conditions are satisfied.

61. 60 Days Expire

A $50,000 bond is forfeited. Neither payment nor statutory discharge occurs within the applicable 60-day period.

A. Nothing.

B. The forfeiture proceeds to judgment for the penal sum.

C. The bond becomes an unsecured promise.

D. The defendant is acquitted.

Correct Answer: B

Why: An unpaid and undischarged forfeiture proceeds to judgment after the statutory period.

62. Judgment Unpaid for 35 Days

An executing bail bond agent allows an entered judgment to remain unpaid for more than 35 days and has not obtained an effective stay.

A. The agent is barred from executing new surety bail bonds while the judgment remains unpaid.

B. The agent receives automatic remission.

C. Only the insurer is affected.

D. The defendant's case is dismissed.

Correct Answer: A

Why: The lesson imposes a business-stopping consequence on the executing agent after 35 days of unpaid judgment.

63. Judgment Unpaid for 50 Days

The judgment remains unpaid through day 50.

A. The insurer/surety company may be barred statewide from executing bonds until the judgment is satisfied.

B. The judgment disappears.

C. The premium becomes collateral.

D. The clerk loses jurisdiction.

Correct Answer: A

Why: After 50 days unpaid, the surety company faces the statewide execution bar described in the lesson.

64. Motion to Set Aside Without Escrow

An agent timely files a motion to set aside a judgment but refuses to deposit the judgment amount into escrow.

- **A.** The statutory mechanism requires the full judgment sum to accompany the motion/escrow procedure for the automatic stay.
- **B.** No money is ever required.
- **C.** Only 10% must be deposited.
- **D.** The sheriff must pay it.

Correct Answer: A

Why: The post-judgment remedy depends on both timely filing and the required escrow deposit.

65. Defendant Returned in 80 Days

The forfeiture has been paid. The surety apprehends and returns the defendant 80 days after forfeiture, satisfies applicable conditions, documents the recovery, and timely requests remission.

- **A.** 100%
- **B.** 95% maximum
- **C.** 85% maximum
- **D.** 50% maximum

Correct Answer: A

Why: Under the lesson's remission schedule, return within 90 days may support 100% remission subject to costs and statutory conditions.

66. Defendant Returned After 170 Days

Same facts, but the defendant is returned 170 days after forfeiture.

- **A.** 100%
- **B.** 95%
- **C.** 85%
- **D.** 50%

Correct Answer: B

Why: Return within 180 days corresponds to the 95% remission tier described in the lesson.

Lesson 9

Collateral & Indemnity

10 scenario-based legal application / judgment questions

67. Family Member Never Signed

A defendant's aunt signs the indemnity agreement. The defendant's mother does not sign anything. After forfeiture, the agency tries to collect from the mother's bank account solely because she is the defendant's mother.

A. Family relationship alone does not make a nonsigner an indemnitor.

B. Every relative automatically indemnifies the surety.

C. Mothers are always co-sureties.

D. Any family bank account is collateral.

Correct Answer: A

Why: Indemnity liability arises from the agreement, not merely from family relationship.

68. Quitclaim Deed Offered

An indemnitor offers a quitclaim deed as collateral.

A. Accept it if notarized.

B. Accept it only on felony bonds.

C. Reject it because quitclaim deeds are identified as prohibited collateral.

D. Convert it to cash immediately.

Correct Answer: C

Why: The lesson expressly identifies quitclaim deeds as prohibited collateral.

69. $8,000 Cash Collateral

An agent receives $8,000 in cash-equivalent collateral and plans to keep it in the agency safe.

A. Keep it in the safe.

B. Immediately forward cash/cash-equivalent collateral over $5,000 to the insurer.

C. Give it to the defendant.

D. Deposit it into the agent's personal account.

Correct Answer: B

Why: Cash or cash-equivalent collateral over the lesson's threshold must be forwarded to the insurer.

70. Agent Keeps Interest

An agent properly places collateral in an interest-bearing account but keeps all of the interest as an “administrative benefit.”

A. No issue; interest is always the agent's commission.

B. Interest belongs to the depositor, and the agent may not make personal pecuniary gain from holding collateral.

C. Interest belongs to the court.

D. Interest must be forfeited automatically.

Correct Answer: B

Why: Collateral is held in a fiduciary capacity; the agent cannot profit from holding it.

71. No Collateral Receipt

A customer gives an agent valuable collateral. The agent puts it in a safe but does not issue the required pre-numbered collateral receipt or retain a duplicate.

A. Compliant because the collateral is physically safe.

B. Noncompliant because custody alone does not satisfy the required receipt and recordkeeping procedures.

C. Compliant if the customer trusts the agent.

D. Receipt is required only after forfeiture.

Correct Answer: B

Why: Proper collateral handling includes mandatory receipting and duplicate records.

72. Bond Discharged but Collateral Retained

The court releases the surety in writing. The depositor demands return of collateral. Twenty-five days later, the agent still has it.

A. The statutory 21-day return requirement has been exceeded.

B. The agent has 60 days.

C. The agent can hold it for 36 months.

D. The return clock begins only after conviction.

Correct Answer: A

Why: Once discharge and demand requirements are met, collateral must be returned within the lesson's 21-day period.

73. Immediate Conversion After Forfeiture

A bond is forfeited at 10 a.m. At noon the same day, the agent sells the indemnitor's collateral without sending any notice.

A. Collateral may never be converted.

B. The required 10-day certified-mail notice to the principal and indemnitor was not provided before conversion.

C. The agent must always wait two years.

D. Only courts can own collateral.

Correct Answer: B

Why: Conversion after forfeiture requires advance written notice in the manner prescribed by the lesson.

74. Excess Conversion Proceeds

The surety suffers a $20,000 lawful loss. Collateral is converted for $40,000. After permitted actual expenses, $17,000 remains above the lawful amount needed.

A. Agent keeps it as profit.

B. Insurer keeps it permanently.

C. Excess must be returned to the person entitled to it.

D. It becomes the agent's BUF.

Correct Answer: C

Why: Collateral secures actual lawful losses and costs; surplus proceeds do not become the agent's profit.

75. Indemnitor Wants Off the Bond

An indemnitor becomes angry with the defendant and tells the agent: “Take him back to jail. I don't want to be responsible anymore.” The defendant has committed no contractual violation. The agent voluntarily surrenders him solely because the indemnitor requested it.

A. Keep the premium in every case.

B. Refund the premium when surrender is not based on a provable contractual violation.

C. Convert the premium into collateral.

D. Pay the premium to the court.

Correct Answer: B

Why: A surrender based only on the indemnitor's wish to end responsibility does not justify keeping the premium under the lesson.

76. BUF Confused With Customer Collateral

An agent tells a customer: “Our build-up fund is your collateral, so I can return the BUF to you after your case.”

A. Nothing is wrong.

B. BUF and customer collateral are different concepts; BUF is an insurer-held trust arrangement connected to the agent's relationship with the insurer.

C. BUF belongs to every defendant.

D. Collateral is never returned.

Correct Answer: B

Why: Build-up funds and customer collateral serve different legal and accounting functions.

Lesson 10

Regulation of Bail Bond Agents

8 scenario-based legal application / judgment questions

77. Soliciting Inside Jail

An agent walks through a jail housing area handing business cards directly to detainees and promising special treatment if they hire him.

A. Improper solicitation in connection with jail/courthouse activity.

B. Bail agents may solicit anywhere without restriction.

C. Business cards eliminate any violation.

D. It is lawful if no premium is collected immediately.

Correct Answer: A

Why: The course prohibits improper solicitation tied to jail and courthouse access.

78. Secret Premium Rebate

An agent charges the lawful premium on the receipt but secretly gives half back to the customer's family to beat competitors.

A. Legitimate marketing.

B. Unauthorized rebate/discount practice.

C. Remission.

D. Surrender.

Correct Answer: B

Why: Secretly returning part of the premium is an improper rebate or discount practice.

79. Bribing Jail Employee

An agent gives a jail employee $100 for every defendant referred to the agency.

A. Permissible advertising expense.

B. Serious prohibited conduct involving payment for improper referrals and potential bribery.

C. Allowed if the jail employee reports it as income.

D. Allowed on felony bonds only.

Correct Answer: B

Why: Paying justice-system personnel for referrals undermines the regulatory protections against improper solicitation and influence.

80. Agent Helps Defendant Hide

After learning a warrant has been issued, an agent tells the defendant where police are searching and drives the defendant to a secret location so law enforcement cannot find him.

A. The agent is fulfilling the surety obligation.

B. The conduct directly conflicts with the agent's duty and may expose the agent to serious administrative and criminal consequences.

C. The agent is merely providing transportation.

D. The agent is protected because premium was paid.

Correct Answer: B

Why: Helping a defendant evade arrest is fundamentally inconsistent with the surety's obligation and may trigger severe discipline.

81. Misuse of Client Collateral

An agent temporarily takes $10,000 of a customer's collateral to pay the agency's rent, intending to replace it next month.

A. Permissible because it will be repaid.

B. Improper misuse of fiduciary property and grounds for serious discipline.

C. Permissible if the owner does not discover it.

D. Permissible below $50,000.

Correct Answer: B

Why: Collateral must be held in a fiduciary capacity and cannot be used for agency expenses.

82. Suspended Agent Keeps Writing

DFS suspends an agent's bail bond license. The next day the agent executes three new bonds because the suspension is “being appealed.”

A. An agent under an effective suspension may not simply continue exercising licensed authority.

B. Appeal automatically authorizes new bonds in every case.

C. Suspension affects collateral only.

D. Suspension applies only to federal bonds.

Correct Answer: A

Why: An effective suspension removes the authority to continue conducting licensed bail bond activity.

83. DFS Requests Records

DFS opens an investigation and lawfully requests agency records. The owner instructs staff to delete questionable documents before investigators arrive.

A. Acceptable internal housekeeping.

B. Potentially serious obstruction/concealment and regulatory misconduct.

C. Required whenever DFS investigates.

D. Only courts may review agency records.

Correct Answer: B

Why: Destroying or concealing required records during an investigation compounds the underlying compliance problem.

84. Repeated Violations

An agent repeatedly charges unauthorized fees, improperly solicits customers, and refuses to correct recordkeeping violations after prior discipline.

A. DFS has no disciplinary authority once a license is issued.

B. Administrative sanctions may escalate to fines, suspension, or revocation depending on the violations.

C. Only verbal warnings are possible.

D. The court automatically pays all penalties.

Correct Answer: B

Why: Repeated violations can support progressively serious administrative discipline.

Cross-Lesson Hard Mode

These scenarios combine rules from multiple lessons and require identifying which rule controls first.

85. Incarcerated in Another County Before FTA

You bonded Carlos in Sarasota. Before his Sarasota court date, Carlos is arrested in Broward County and held without bond. You have verified his incarceration.

A. Wait for Sarasota to forfeit the bond.

B. Seek pre-breach exoneration based on incarceration and agree in writing to lawful return transportation costs.

C. Pay the bond immediately.

D. Convert collateral immediately.

Correct Answer: B

Why: Verified confinement elsewhere can support pre-breach exoneration when the surety follows the required transport-cost procedure.

86. Incarceration Discovered After Forfeiture

Same facts, except nobody acts before court. Sarasota forfeits the bond.

A. Evaluate statutory discharge of the forfeiture based on confinement and return arrangements within the applicable period.

B. Charge another premium.

C. Ignore the forfeiture.

D. Abandon the file.

Correct Answer: A

Why: Once forfeiture has occurred, the surety should immediately evaluate the statutory discharge grounds and deadlines.

87. No Notice + FTA

The defendant fails to appear, but the agent's file shows no qualifying 72-hour notice and the appearance was not stated on the bond.

A. Whether forfeiture was legally proper in the first place.

B. Whether collateral should be sold.

C. Whether another agent can write a new bond.

D. Whether the premium was sufficient.

Correct Answer: A

Why: Threshold validity of the forfeiture should be analyzed before turning to remission or payment.

88. Wrongful Forfeiture Becomes Judgment

The surety believes a forfeiture was legally defective but does nothing during the forfeiture period. A judgment is entered.

A. Ignore it because the original forfeiture was allegedly wrong.

B. Follow the strict post-judgment motion/escrow deadlines if seeking to set the judgment aside.

C. Wait 50 days before acting.

D. Write additional bonds to pay it later.

Correct Answer: B

Why: Once judgment has entered, the surety must comply with the specific post-judgment remedy and timing requirements.

89. Judgment Day 36

An agent has an unpaid judgment that is 36 days old. A family arrives with a $100,000 bond and a large premium.

A. Write the bond because it is profitable.

B. Do not execute the bond while barred due to the unpaid judgment.

C. Have the receptionist sign it.

D. Split the bond into ten smaller bonds.

Correct Answer: B

Why: The 35-day unpaid-judgment restriction controls even when a profitable new bond is available.

90. New Agent Signs for Barred Agent

A barred agent asks another properly appointed agent: “Sign this bond under your name, but I'll handle it and keep the commission.”

A. A potentially improper attempt to evade the judgment restriction and licensing/accountability rules.

B. A required transfer bond.

C. Automatic co-surety.

D. Remission.

Correct Answer: A

Why: Using another agent as a nominal signer to evade a legal bar raises serious compliance concerns.

91. Surrender Without Violation + Keep Premium

An indemnitor becomes nervous, so the agent surrenders a fully compliant defendant and keeps the premium.

A. Lessons 6 and 9 — surrender/premium rules and indemnity-related responsibilities.

B. Lessons 2 and 5 only.

C. Lessons 3 and 8 only.

D. Lesson 10 only.

Correct Answer: A

Why: The scenario combines underwriting/surrender rules with indemnity and collateral relationships.

92. Surrender After Unauthorized Move

The contract requires advance notice of an address change. Defendant secretly moves and then admits it. Agent surrenders the defendant.

A. Premium must be refunded in every surrender.
B. The move may constitute a provable contract violation supporting surrender without refund under the course rules.
C. Only collateral matters.
D. The premium must be doubled.

Correct Answer: B

Why: A documented contractual breach changes the premium-refund analysis.

93. Defendant Lies on Application

A defendant deliberately conceals an extensive failure-to-appear history on the application. The agent relies on the false information when deciding to write the bond.

A. Underwriting risk and fraud/material false statement.
B. Remission only.
C. Territorial jurisdiction only.
D. BUF only.

Correct Answer: A

Why: False application information affects both risk evaluation and contractual remedies.

94. Agent Discovers Lie Before Court

The same lie is discovered two days after release, before any missed appearance.

A. Evaluate whether the material false statement constitutes a contract breach justifying lawful surrender.
B. The court must automatically convict the defendant.
C. The bond premium doubles.
D. The insurer must withdraw from Florida.

Correct Answer: A

Why: The surety should analyze the contractual consequences before a failure to appear occurs.

95. Forfeiture + Collateral

A $25,000 bond is forfeited. The indemnitor pledged $30,000 cash collateral.

A. The agent may immediately take the entire $30,000 as personal income.
B. Conversion requires compliance with notice and fiduciary rules, and excess funds do not become the agent's profit.
C. The agent may keep it after five days.
D. Only the defendant can claim it.

Correct Answer: B

Why: Forfeiture does not erase collateral notice, accounting, and fiduciary duties.

96. Remission After Collateral Conversion

The collateral was properly converted to satisfy a forfeiture. Later, the defendant is returned and the court remits most of the forfeiture.

A. Agent keeps both remission and all collateral proceeds.

B. The collateral accounting must be adjusted and the appropriate value returned minus lawful permitted costs.

C. Remission belongs to the prosecutor.

D. The indemnity agreement becomes permanent.

Correct Answer: B

Why: Remission reduces the surety's ultimate loss, so the collateral account must be reconciled accordingly.

97. Bond Ends but Agency Holds Collateral Just in Case

The case is over and the surety is discharged. The agency tells the indemnitor: “We're keeping your collateral another six months in case the defendant gets arrested again.”

A. Future unrelated risk does not justify disregarding the collateral-return obligations on the discharged bond.

B. Six months is always required.

C. Collateral can never be returned.

D. Any later arrest automatically revives the old bond.

Correct Answer: A

Why: Collateral secures the specific bond obligation and must be returned when the statutory return conditions are satisfied.

98. Defendant's Case Dismissed

The court dismisses the case. An inexperienced employee says: “The defendant still needs to appear next week because the bond says he must appear.”

A. Dismissal may satisfy the obligation and discharge the bond even without that future physical appearance.

B. Every listed appearance survives dismissal.

C. The agent decides whether the dismissal counts.

D. Only a conviction ends bond liability.

Correct Answer: A

Why: Certain case dispositions discharge the bond obligation without another physical appearance.

99. Nolle Prosequi Followed by New Case

The state ends Case A. Several weeks later a new prosecution is filed as Case B. An agent assumes the old bond automatically guarantees every appearance in the new case.

A. Verify whether the original bond legally continues to the newly filed proceeding rather than assuming automatic coverage.

B. All future criminal cases are covered forever.

C. Only the premium amount matters.

D. The indemnitor's property decides coverage.

Correct Answer: A

Why: The scope of the original undertaking must be determined rather than assumed.

100. Multiple Charges

A defendant has three separate criminal charges. The court sets a monetary bond for each. The family asks the agent to write one undifferentiated bond covering everything without considering the individual charges.

A. Bail amounts and bonds must be properly associated with the separate charges as required by the court/statutory framework.

B. Only the largest charge matters.

C. The premium eliminates separate bond requirements.

D. All charges merge automatically.

Correct Answer: A

Why: Each charge must be handled according to the applicable bail amount and bond requirement.

101. Clerk's Notice Never Reaches Agent

The clerk properly sends statutory forfeiture notice to the address on file, but the agent failed to update his address and never personally sees it.

A. Actual receipt is always an absolute defense.

B. Failure to receive notice does not necessarily defeat the forfeiture where the required notice was properly sent.

C. Only email notice counts.

D. The defendant becomes surety.

Correct Answer: B

Why: Proper statutory sending of notice is not necessarily defeated by the agent's failure to maintain a usable address.

102. Defendant Returned Before Judgment

A forfeiture has been entered, but before judgment the defendant is returned to custody and the proper correctional official confirms the return. Transportation costs are resolved.

A. Clerk discharge of the forfeiture before judgment under the procedure described in Lesson 8.

B. Wait for judgment.

C. Immediate collateral conversion.

D. Statewide suspension.

Correct Answer: A

Why: Return before judgment can support clerk discharge when the required official confirmation and cost conditions are satisfied.

103. Recovery Agent From Unrelated Company

A defendant skips. An unrelated self-described “bounty hunter” with no proper relationship to the executing surety offers to arrest the defendant in Florida for a percentage of the bond.

A. Florida restricts who may lawfully apprehend and surrender the principal; an unrelated bounty hunter is not automatically authorized.

B. Anyone may make a bail recovery for money.

C. Only indemnitors may arrest.

D. The defendant cannot be arrested after forfeiture.

Correct Answer: A

Why: The course limits apprehension authority to legally authorized actors connected to the surety or law enforcement.

104. Missed Court Because Car Broke Down

A defendant fails to appear because her car would not start. She could have called a taxi, friend, or rideshare but did not try. The surety seeks mandatory discharge claiming appearance was “impossible.”

A. Whether the facts truly establish impossibility beyond the defendant's control rather than mere inconvenience.

B. Whether the defendant paid premium.

C. Whether the car was collateral.

D. Whether the agent owns a tow truck.

Correct Answer: A

Why: Statutory impossibility requires more than an avoidable inconvenience.

How to Use These Questions

1. Identify the legal issue before reading the answer choices.
2. State the controlling rule or deadline in your own words.
3. Apply the facts to that rule.
4. Choose the best legal action, remedy, or consequence.
5. Review the explanation and identify why the other choices fail.

Source Basis

This study bank was developed from the course and lesson materials supplied in this conversation, including the Bail and Bail Bond Insurance in Florida study guide and the user's lesson materials on Bail as Surety, Forfeitures and Judgments, and Collateral and Indemnity. The questions are educational study scenarios and are not legal advice.