

AGREEMENT

Indemnity Agreement and Application for Appearance Bond(s)

For _____ Herein called the DEFENDANT, Dated ____/____/____

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY

Whereas AROUND THE CLOCK BONDING CO. and its affiliated agents and names (herein called the SURETY) at the request of or on behalf of the undersigned, has or is about to become SURETY on an appearance bond(s) for the Defendant, in the sum of _____ Dollars (\$ _____),

by its certified bond or undertaking, a copy of which is attached hereto and made a part thereof, whenever made available by the court or jail. NOW THEREFORE, in consideration of the premises and sum of One Dollar (\$1.00) in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned jointly and generally do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows.

- ____ 1. That the undersigned will pay a premium in the amount of _____ Dollars (\$ _____) for execution of the Appearance Bond(s) on the aforesaid Defendant. (PREMIUM NON-REFUNDABLE) ALL returned checks are subject to a \$30.00 return check fee.
- ____ 2. That the undersigned will have the aforesaid Defendant forthcoming before the Court named in said Bond(s), at that time therein fixed and from day to day and term to term thereafter, as may be ordered by the said Court.
- ____ 3. That the undersigned will at all times indemnify and save said SURETY harmless from and against every and all liabilities; claims, including but not limited to any claim arising from alleged negligent conduct of SURETY and/or his hires or agents; judgments; court orders; unpaid premiums; expenses, including, but not limited to, attorney's fees, contingent investigation fees (bounties), professional investigation fees billed to SURETY on an hourly or daily basis, or any other cost whatsoever which the said SURETY shall or may for any cause at any time sustain or incur, by reason or in consequence of the said SURETY having executed said Bond or undertaking.
- ____ 4. That the undersigned will, upon demand, place the said SURETY in funds to meet all such liabilities before the said SURETY shall be required to pay the same.
- ____ 5. That in addition the undersigned agrees:
 - a) to pay \$75.00 per hour per man for any time spent by SURETY or any associate of SURETY's in making any court appearance(s) as a result of Defendant's failure to appear as a result of a bond revocation; or to reinstate the original bond at the request of the indemnitor; or to enforce any provision of this agreement.
 - b) to pay \$75.00 per hour per man for any time spent by SURETY or any associate of SURETY's, to apprehend the Defendant and return him/her to the custody of the Sheriff and/or the original jurisdiction of the Court as a result of failure to appear by the Defendant or as a result of bond revocation.
- ____ 6. That the Agreement of Indemnity contained in Paragraph 3 above shall continue as long as the SURETY has any liability or has sustained any loss, upon the bond referred to here 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 on which it has become, or may become, liable by reason of its having executed the bond referred to herein as further agreed that the Indemnity Agreement contained in Paragraph 3 above the provisions shall be binding upon and apply to any subsidiary, affiliate, parent or related enterprises created or acquired by the undersigned.
- ____ 7. That the voucher or other evidence of any payment made by or billed to the said SURETY, by reason of such Surety-ship, shall be conclusive evidence of such payment against the undersigned, the successors and assigns of the undersigned, as well as the estate of the undersigned, and those entitled the share in the estate of the undersigned as to both the propriety thereof and as to the extent of the liability thereunder of the said SURETY.
- ____ 8. That the said SURETY may withdraw from its Surety-ship upon bond or undertaking at any time it may see fit, as provided by law.
- ____ 9. That the failure of any of the undersigned to comply with the provisions of this Agreement of Indemnity shall be binding upon the others.
- ____ 10. In addition, the undersigned applicant(s) hereby authorizes his/her/their relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue, the State Department of Disability Insurance, the United States Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies, criminal agencies, telephone companies, and any other persons or organization having information concerning the undersigned applicant(s) financial credibility to release such information to the SURETY, its affiliated names and agents, its assigns and/or duly authorized representatives. The undersigned applicant(s) understands that any information obtained will be used for the purpose of assuring reimbursement for any expenses incurred as a result of Defendant's non-appearance. The applicant(s) hereby waives his/her/their rights with respect to the Privacy Act and authorizes the use of copies of this document by the SURETY, its affiliated names and agents, its assigns and/or duly authorized representatives.
- ____ 11. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, the instrument shall not be void or violated hereby but shall be construed and enforced with the same effect as though such provisions were omitted.

A Deed of Trust _____ has _____ has not been executed to secure this agreement.

X _____ Date ____/____/____ X _____ Date ____/____/____
SIGNATURE OF INDEMNITOR SIGNATURE OF DEFENDANT/PRINCIPAL

X _____ Date ____/____/____
SIGNATURE OF INDEMNITOR

Power(s) # _____ Date ____/____/____

PROMISSORY NOTE

DATE _____, 20____

(I/WE) _____ after date, for value received, promise to pay to the order of _____ Dollars (\$ _____)

with interest from day of forfeiture at the rate of 21 percent per annum, payable in the event of default. IT IS AGREED that if this note is not paid when due or declared due hereunder, the entire principal and accrued interest thereon shall draw interest at the rate of 21 percent per annum, and that failure to make any payment of principal or interest when due or any default under any encumbrance or agreement securing this note shall cause the whole note to become due at once, or the interest to be counted as principal, at the option of the holder of the note. The makers and endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to any extension of time of payment and partial payments before, at or after maturity, and if this note or interest thereon is not paid when due, or suits brought, agree to pay all reasonable costs of collection, and if foreclosure is made by the Public Trustee all reasonable attorney's fees to be added by the Public Trustee to the cost of foreclosure.

DUE _____

SIGNATURE _____ SIGNATURE _____

THIS NOTE IS SECURED BY _____