

READ ALL ITEMS CAREFULLY		YOU ARE ASSUMING SPECIFIC OBLIGATIONS	
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BOOKING INFORMATION			
Defendant's Name_____		Defendant's Alias_____	
Power #_____	Case #_____	Court_____	
Charges_____			
Time To Appear_____		First Court Date_____	

DEFENDANT'S INFORMATION			
Defendant's address_____		City_____	State_____ Zip_____
Home Phone_____	Cell Phone_____	How long at above address_____	
Own/Rent:_____	From Whom_____	Employer_____	
Supervisor_____	How long at above work_____	Address_____	
Phone_____	Former Employer_____	Address_____	
DOB_____	Sex M F	Ht_____	Weight_____ Eyes_____ S.S. #_____
D.L. #_____	Race_____	Hair_____	Previous Arrests_____ Where_____
Are you on any bond now? Yes No If yes, with whom_____			
Probation Yes No	Probation Officer_____	Vehicle(s)-Make(s)_____	
Model(s)_____		Year(s)_____	Color(s)_____ Plate #_____
State_____		If lien, with whom _____	Amount Owed_____
Checking Account Yes No	Bank Name_____	Address_____	City_____
Savings Account Yes No	Bank Name_____	Address_____	City_____

DEFENDANT'S FAMILY			
Spouse or Partner_____		Address_____	Phone_____ How Long_____
Employed By_____		Address_____	Phone_____ How Long_____
Spouse's Maiden Name_____		S.S.#_____	DOB_____ Children Yes No How Many_____
Childrens' Names, Ages & School_____			
Mother_____		Address_____	Phone_____
Father _____		Address_____	Phone_____
Spouse's Mother_____		Address_____	Phone_____
Spouse's Father _____		Address_____	Phone_____
Defendant's Brother(s)_____		Address_____	Phone_____
Defendant's Sister(s)_____		Address_____	Phone_____
Best Friend _____		Address_____	Phone_____
Defendant's Attorney_____		City_____	Phone_____
Date_____		SIGNATURE OF DEFENDANT_____	

INFORMATION ON INDEMNITOR(S)			
Indemnitor's Name_____		Address_____	Phone_____
Social Security #_____		D.L. #_____	D.O.B._____
Employed By_____		Address_____	Phone_____
Occupation_____		How Long_____	Superior_____
Monthly Income_____		Bank_____	Address_____
Spouse_____		Address_____	Phone_____
Employed By_____		Address_____	Phone_____
Vehicle(s) Make_____		Model(s)_____	Year(s)_____ Color(s)_____
Registered Owner(s)_____		Finance Company_____	Address_____
Homeowner Yes No	Mortgage Company_____		Amount Owed_____
DATE_____		SIGNATURE OF INDEMNITOR_____	
DATE_____		SIGNATURE OF INDEMNITOR_____	

UPON EXECUTION OF THIS BAIL BOND, PREMIUM IS FULLY EARNED AND <u>NON-REFUNDABLE.</u>			
PLEASE ACKNOWLEDGE THESE TERMS BY INITIALING _____			

INDEMNITY AGREEMENT FOR SURETY BAIL BOND
SUN SURETY INSURANCE COMPANY

THIS AGREEMENT made between the undersigned, (hereinafter called Indemnitors(s) and SUN SURETY INSURANCE COMPANY (hereinafter called the Company).

WITNESSETH:
WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the instance of the Indemnitor(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made part of this agreement.
NOW THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the Indemnitor(s) covenants(s) and agree(s) with the Company as follows:
1. The Indemnitor(s) will pay to the Company, or its duly authorized agent, the premiums(s) specified in said application at the times and in the amounts stated.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudication's against the Company by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expenses, suit, order, decree, payment and/or adjudication against the Company by reasons of the execution of such bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(s) and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any-legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Company at its principal office in the City of Rapid City, S.D. at 21 Main St., Rapid City, S.D. of the making of any demand or the giving of any notice, or the commencement of any proceeding of the fixing of any liability which the Company may be required to discharge by reason of the execution of any such bond or undertaking.
4. The vouchers or other evidence of payment by the Company, in discharge or any liability under or incurred in connection with any such bond or undertaking or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Company.
5. In the event the Company executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution, of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or co-sureties and/or reinsurers as their respective interest may appear.
6. The Company shall have the right at any time, within applicable law, with notice to the Indemnitor(s), to transfer and assign this agreement and/or collateral pledged hereunder, upon written consent by the individual(s) who executed the agreement and/or collateral, to any Reinsurer, Co-Surety or Surety or Insurance Company which may take over and assume the obligation of the Company under any such bond or undertaking and thereupon the transfers shall become vested with all the power and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral and under this agreement.
7. The Indemnitor(s) agree(s) that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Company to give the Indemnitor(s) notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its right or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Company may secure and further indemnify itself against loss, damages and/or expenses in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor(s), within applicable law.
8. The Indemnitors(s) hereby authorize(s) any attorney of any court of record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s) or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s), (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said bond or undertaking and for the amount of any and all sums herein before in paragraphs 1, 2, and 7 referred to; and to release all error and waive all rights to a stay of execution or appeal; and to do and perform all acts and execute all papers in the name of the Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample a manner as the Indemnitor(s) might do if personally present, hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisalment or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor(s) (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
10. The Company reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Company in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
11. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
12. The Company shall not be first obligated to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit of any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or processing and/or enforcing its remedies against any Indemnitor(s).
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on continuance of said bond(s) or undertaking(s), and/or acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being construed to be cumulative and for the sole benefit of the Company, its successors and/or assigns.
14. If any provision or provisions of this instrument be void or unenforceable under the law of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
15. In making application for the hereinabove described Bail Bond we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.
16. Defendant waives any and all rights he/she may have under Title 28 Privacy Act-Freedom of Information Act, Title 6 Fair Credit Reporting Act, and any such local or state law and further consents and authorizes Surety and/or its Producers to obtain any and all private information and or records concerning Defendant from any party or agency, private or governmental (local, state, federal), including but not limited to, credit reports, Social Security records, criminal records, civil records, driving records, telephone records, medical records, school records, workers compensation records, and employment records. Defendant authorizes, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety and/or its Producers, to furnish any and all private and public information and records in their possession concerning Defendant to Surety and/or its Producers, and directs that a copy of this document shall serve as evidence of said authorization.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this _____ day of _____, 20_____.

Defendant (Signature) Defendant Address:
Defendant (Print) Defendant Home Phone: Cellular Phone:
Indemnitor (Signature) Indemnitor Address:
Indemnitor (Print) Indemnitor Home Phone: Cellular Phone:
Indemnitor (Signature) Indemnitor Address:
Indemnitor (Print) Indemnitor Home Phone: Cellular Phone:

PROMISSORY NOTE

This Note is being executed by the undersigned to secure Sun Surety Insurance Company, as Surety and its duly authorized agents, upon forfeiture or estreature of the surety bond(s) posted on behalf of the defendant named below.

On demand after date, for value received, I / We promise to pay to the order of Sun Surety Insurance Company the sum of (\$) (_____, _____), at 21 Main St. Rapid City, S.D. 57701 with the interest thereon at the rate of _____%, 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. After maturity, this Note shall bear interest at _____%, 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 _____ 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 is discharged of all liability thereunder, and all premium obligations have been satisfied, otherwise to remain in full force and effect.

Defendant (Signature) Dated 20
Indemnitor (Signature) Dated 20
Indemnitor (Signature) Dated 20

LOUISIANA REVISED STATUTE RS 14:110.1

RS 14:110.1 Jumping Bail

- A. Jumping bail is the intentional failure to appear at such time and place as designated by the judge or committing magistrate who has fixed the amount of the bail bond. The fact that no loss shall result to any surety or bondsman is immaterial
- B. Whoever commits the crime of jumping bail when the bail is to assure the presence of the defendant for those cases defined as misdemeanors in this Title and in the Uniform Controlled Dangerous Substances Law shall be imprisoned for not more than six months, or fined not more than five hundred dollars, or both.
- C. Whoever commits the crime of jumping bail when the bail is to assure the presence of the defendant for those cases defined as felonies in this Title and in the Uniform Controlled Dangerous Substances Law in this Title shall be imprisoned at hard labor for not more than two years.

I, the undersigned do hereby acknowledge that I have read and understand the above referenced **LOUISIANA LAW**.

Defendant_____ Dated_____

Indemnitor_____ Dated_____

Bail Agent_____ Dated_____

Contingency Promissory Note

Power of Attorney Number _____

\$_____, Dated_____

On demand after date, for value received, I/we promise to pay to the order of:
Bust Out Bail Bonds, LLC 810 A Lobdell Highway, Port Allen, Louisiana 70767.

_____ Dollars
with Interest at the rate of 18%, per annum from call date until fully paid, interest
paid semiannually. The maker and endorser of this note agrees 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 any attorney,
to pay reasonable attorney's fees and assessable costs for making such collection.

It is further agreed and specifically understood that this note shall become null
and void in the event that said defendant_____ 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 there under, otherwise to remain in full force and effect.

Defendant_____ Date_____

Indemnitor _____ Date_____

Bail Agent _____ Date_____

Sun Surety Contingency Promissory Note

PA No(s)_____
\$_____, dated _____. On demand after date for value received, I/We promise to pay to the order of Sun Surety Insurance Company, a South Dakota Corporation _____ dollars, at 12 Main Street, Rapid City, South Dakota, 57701, with interest thereon at the rate of 18%, per annum from the call date until fully paid. Interest payable semiannually. The maker and endorser of this note agrees to waive demand, notice of nonpayment 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's, to pay reasonable attorney's fees and assessable costs for making such collection. Deferred interest payments to bear interest from a maturity of 18% per annum, payable semiannually.

It is further agreed and specifically understood that this note shall become null and void in the event the said defendant _____ 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 hereunder, otherwise to remain in full force and effect. I hereby certify that I have received a copy of the foregoing instrument.

_____ Co-Signer/Indemnitor	_____ Date	_____ Defendant	_____ Date
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_____ Bail Agent	_____ Date
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BUST OUT Bail Bonds LLC

Conditions of Bond

To the Defendant and Co-Signer (indemnitors):

These obligations must be met, or it will result in the immediate arrest and surrender of the defendant. As the defendant, if you do not meet these obligations or violate any of these conditions, **YOU WILL GO BACK TO JAIL!!**

X_____ (BOTH) **YOU MUST NOTIFY THE COMPANY OF ANY CHANGE(S) IN YOUR PERSONAL INFORMATION PROVIDED ON YOUR APPLICATION.** (Example: any change of address, telephone numbers, employment, co-signer information, etc) **PRIOR TO SUCH CHANGE TAKING PLACE.**

X_____ (BOTH) **YOU MUST ATTEND ALL COURT APPEARANCES. IT IS YOUR OBLIGATION TO FIND OUT YOUR COURT APPEARANCE IS SCHEDULED.**

X_____ (BOTH) **YOU MUST REPORT IN TO YOUR BAIL BOND AGENT/PRODUCER ONCE EACH MONTH, BY THE 5TH OF THE MONTH, UNTIL THIS MATTER IS FULLY AND FINALLY RESOVED. IF CALLED UPON TO DO SO, YOU MUST COME INTO THIS OFFICE, IN PERSON, WHEN REQUESTED. ANY MISSED APPOINTMENT WILL RESULT IN YOUR IMMEDIATE ARREST AND SURRENDER.**

X_____ (BOTH) **IF YOU ARE ARRESTED AGAIN, FOR ANY REASON, OR ENGAGE IN ANY CONDUCT THAT WOULD CONSTITUTE VIOLATION OF ANY LAW, YOU WILL BE ARRESTED AND SURRENDERED.**

X_____ (BOTH) **ANY ACT OF COMMISSION OR OMISSION THAT WOULD CAUSE THIS COMPANY TO REASONABLY BELIEVE THAT YOU ARE A FLIGHT RISK WILL RESULT IN YOUR ARREST AND SURRENDER. EXAMPLE: LEAVING THE STATE FOR ANY REASON WITHOUT WRITTEN PERMISSION WOULD BE IMMEDIATE ARREST AND SURRENDER.**

X_____ (BOTH) **YOU MUST NOTIFY THIS COMPANY OF ANY AND ALL SCHEDULED COURT APPEARANCES SOON AS YOU BECOME AWARE OF THE SAME.**

X_____ (BOTH) **IF YOU VIOLATE ANY OF THE CONDITIONS OF BOND PLACED UPON YOU BY THE JUDGE AT THE TIME OF YOUR MAGISTRAGTE AND/OR COURT HEARING, YOU WILL BE ARRESTED AND SURRENDERED.**

X_____ (BOTH) **I ACKNOWLEDGE RECEIPT OF A COPY OF THE DISCLOSURE NOTICE AND A COPY OF THE LOUISIANA REVISED STATUTE 14:110.1-JUMPING BAIL.**

X_____ (BOTH) **WE WILL TEST FOR ALL ILLEGAL DRUGS AND ALCOHOL ANYTIME AND ANY ACTIVITY OF EITHER WILL BE MET WITH ARREST AND SURRENDER.**

DEFENDANT _____ DATE _____

BAIL AGENT _____ DATE _____

BUST OUT Bail Bonds LLC

Additional Conditions of Bond (Page 2)

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

DEFENDANT _____ DATE _____

CO-SIGNER _____ DATE _____

CO-SIGNER _____ DATE _____

BAIL AGENT _____ DATE _____

CONDITIONS OF RELEASE

SECTION ONE: PARTIES

(a) **PARTIES:** This Agreement, dated on _____, 20 ____ has been freely and voluntarily entered into by the parties _____ (hereinafter Agent) and _____ (hereinafter "Defendant" or "I" or if signed by Indemnitors then "We").

SECTION TWO: CONDITIONS OF RELEASE

(A) CONDITIONS OF RELEASE:

(1) PEDIGREE INFORMATION:

(a) **ADDRESS:** The defendant shall notify _____ and the court in which his/her case is heard of any change of address. If the defendant or the indemnitor do not advise _____ of a change in the defendant's address then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(b) **TELEPHONE NUMBER:** The defendant must notify _____ of any change of phone number. If the defendant or the indemnitor do not advise _____ of the defendant's telephone number or a change in the defendant's telephone number then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(2) **ATTORNEY:** The defendant or indemnitors shall notify _____ if the defendant retains an attorney. If the defendant or the indemnitor do not advise _____ of the name of the defendant's attorney (where applicable) or a change in legal counsel then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(3) **CHECK IN:** Immediately upon release, each defendant is required to check in to _____ in person for a second interview with a member of the defendant monitoring department. If the defendant or the indemnitor do not appear in the office of _____ for a second interview then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(a) **OFFICE VISIT:** Each defendant shall physically visit the office from which his bond was written at least ____ times per month until his or her case is complete. If the defendant does not check-in with _____ in accordance with this agreement, then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest. _____ also reserves the right to increase the number of office visits required by any given defendant.

(b) **TELEPHONE CHECK-IN:** Each defendant is required to check-in with _____ by phone at least ____ times per month until his or her court case is complete. The defendant shall use the following telephone number to contact _____: _____. If the defendant does not check-in with _____ in accordance with this agreement, then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest. _____ also reserves the right to increase the number of telephone calls required by any given defendant.

(4) **MONITORING:** The defendant understands that he is subject to random visits, either at home or work, by a member of the _____ defendant monitoring department. If the information provided to _____ is incorrect, inaccurate or otherwise false, then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(5) **COURT APPEARANCES:** The defendant is required to advise _____ of all new or rescheduled court appearances. We understand that if the defendant does not appear in Court when required to do so that a bench warrant may be issued for his/her arrest. In addition, we understand that the Court may also forfeit the bond posted herein. We further understand that the Court may impose monetary penalties to _____ for the defendant's failure to appear in Court.

(6) **REARREST OR INCARCERATION OF DEFENDANT:** Indemnitors shall notify _____ if the defendant is incarcerated in any correctional facility at any time. Should the defendant be incarcerated on the instant offense or a new charge then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(7) **COURT IMPOSED CONDITIONS:** We understand that these conditions do not supersede any terms and conditions that may be imposed upon the defendant by the Court. We also understand that these conditions supplement the conditions of the Court. We further understand that a violation of any Court imposed conditions of release may serve as the basis for an application by _____ to revoke the bail bond posted herein and request that the bail bond be discharged.

SECTION THREE: INTERPRETATION

(A) **BINDING AGREEMENT:** This document is the entire agreement between the parties and neither the Depositor nor the Agent has made any promise or guarantee to the other which is not contained in this contract. The agreement can be changed only in writing signed by both the Depositor and the Agent. This contract binds all parties who sign it and all who succeed to their rights and responsibilities.

(B) **LAW:** The laws of the State of New Jersey shall govern the interpretation of this agreement.

(C) **INVALID PROVISION:** In the even that any section, subsection, or provision of this Agreement is declared by statute or a court of competent jurisdiction to be illegal or void, such subsection shall be deemed severed from the Agreement, and all other sections, subsections, terms, conditions, and provisions shall remain in full force and effect.

(D) **COLLATERAL AGREEMENT:** This document is to be read and interpreted in accordance with the Collateral Agreement and Affidavit of Ownership executed in conjunction with document.

SECTION FOUR: SIGNATURES:

(A) **DEFENDANT'S SIGNATURE:** By signing below, I acknowledge that I have received a copy of these "Conditions of Release" and that I understand the terms herein. I further acknowledge that I knowingly, willingly and voluntarily have signed this document.

(B) **INDEMNITOR'S SIGNATURE:** By signing below, I acknowledge that I have received a copy of these "Conditions of Release" and that I understand the terms herein. I further acknowledge that I knowingly, willingly and voluntarily have signed this document.

IN WITNESS WHEREOF, the parties by duly authorized representative hereto have set their hands to this Agreement.

Defendant

Indemnitor

AGENT for _____

Sworn to and subscribed to before me on this
_____ day of _____ 20____

COLLATERAL AGREEMENT AND
AFFIDAVIT OF OWNERSHIP

SECTION ONE: DEPOSIT OF COLLATERAL

(a) **PARTIES:** This Agreement, dated on _____, 200____. has been freely and voluntarily entered into by the parties _____ (hereinafter Agent) and _____ (hereinafter "Depositor" or "I").

(b) **AMOUNT OF DEPOSIT:** I, do hereby deposit with the Agent, collateral in the amount of \$ _____ in connection with collateral receipt number _____. This collateral is deposited with the Agent in connection with the case of State v. _____ which is to be heard in the in the _____ Court of _____ in _____ County. I, the Depositor have deposited these funds with the Agent for use in accordance with the provisions set forth herein.

(c) **COLLATERAL:** I understand that this property, real or personal, is being deposited with Agent as security for the possible satisfaction of a debt in accordance with the terms and conditions set forth in section two (§2).

SECTION TWO: USE OF COLLATERAL

(a) **JUDGMENTS:** If the defendant fails to appear in court the bail bond posted herein will be forfeited by the judge. Notice of the forfeiture will be sent to the Surety and/or its Agent and the parties then have seventy (75) days within which to locate, apprehend or surrender the defendant to the jurisdiction of the court pursuant to the New Jersey Rules of Court, specifically Rule 3:26-7 or Rule 7:4-6. If the defendant is not located apprehended or surrendered to the authorities within seventy-five (75) days from the date of the notice a judgment will be entered against the defendant and/or its Agent and the Surety. The Agent may use the collateral to satisfy the judgment entered herein in accordance with Rule 3:26-6(c) and Rule 7:4-5(c). If the collateral does not satisfy the entire amount of the judgment the Depositor is responsible to provide the Agent with those additional funds necessary to satisfy the judgment.

(b) **SETTLEMENTS:** If the defendant fails to appear in court the bail bond posted herein will be forfeited by the judge. Notice of the forfeiture will be sent to the Surety and/or Agent. The parties then have seventy (75) days within which to locate, apprehend or surrender the defendant to the jurisdiction of the court pursuant to the New Jersey Rules of Court, specifically Rule 3:26-7 or Rule 7:4-6. If the defendant is not located apprehended or surrendered to the authorities within seventy-five (75) days from the date of the notice that a judgment will be entered in this matter. Either before or after the entry of a judgment the Surety and /or its Agent(s) may be required to employ the services of recovery agents (either in-house or independent contractors) to locate, apprehend or surrender the defendant. If the defendant is located, apprehended or surrendered to the authorities the Agent may be required to retain the services of an attorney to engage in litigation and/or settle this matter for less than the judgment amount. By executing this document, the Depositor agrees that the Collateral herein, or any portion thereof remaining, may be used to satisfy the invoices and/or retainers of those individuals who perform any of the services described in this paragraph as well as the settlement costs negotiated on behalf of the Surety and/or Agent.

(c) **ADDITIONAL SUMS:** In the event that the judgment, settlement, retainers or recovery fees in either subsection (a) or (b), exceed the amount of the collateral deposited herein, the Depositor is responsible for the balance due to satisfy the judgment, settlement or fees due herein. No use of the collateral posted herein shall constitute a waiver or the accord and satisfaction of the judgment or settlement claim.

(d) **AUTHORIZATION:** I hereby authorize that the collateral deposited herein, to be used to satisfy those conditions set forth in section 2, subsections (a) and/or (b) (§2 §§(a),(b)).

SECTION THREE: RETURN OF COLLATERAL

(a) **CONDITIONS PRECEDENT:** I understand that the collateral deposited herein will not be returned until the conditions set forth in this collateral agreement have been met.

(b) **FINAL DETERMINATION:** The collateral deposited herein will **not** be returned to the Depositor until the defendant's case has reached a final determination. The Depositor understands that a final determination of the defendant's case occurs when (1) the case against the defendant is dismissed; (2) the defendant is found "not guilty" either by a finder of fact; or (3) the defendant is sentenced after conviction. The Depositor shall be responsible for providing Agent with written proof that one of the three (3) conditions have been met.

(i) **PRE-TRIAL INTERVENTION:** In New Jersey Pre-Trial Intervention (PTI) is a diversionary program for certain first offenders. Entry of the defendant into PTI is not a final determination of the defendant's case. Depositor is not entitled to a return of collateral if the defendant is enrolled in the PTI Program. Upon defendant's completion of the PTI program Depositor must provide Agent with a copy of the "Order of Dismissal" of the defendant's case.

(c) **VERIFICATION:** All documentation provided to Agent is subject to verification for authenticity. No collateral will be returned until such time as Agent is satisfied that the terms and conditions set forth herein have been satisfied.

(d) **THIS RECEIPT:** Depositor must bring to Agent his/her a copy of this receipt. Collateral money will only be returned to the individual who has completed the affidavit of ownership herein.

(e) **TIME:** Collateral, or any portion thereof, will be returned to the "Depositor" within fourteen (14) business days subject to the provisions herein.

SECTION FOUR: INTERPRETATION

- (a) **BINDING AGREEMENT:** This document is the entire agreement between the parties and neither the Depositor nor the Agent has made any promise or guarantee to the other which is not contained in this contract. The agreement can be changed only in writing signed by both the Depositor and the Agent. This contract binds all parties who sign it and all who succeed to their rights and responsibilities.
- (b) **LAW:** The laws of the State of New Jersey shall govern the interpretation of this agreement.
- (c) **INVALID PROVISION:** In the event that any section, subsection, or provision of this Agreement is declared by statute or a court of competent jurisdiction to be illegal or void, such subsection shall be deemed severed from the Agreement, and all other sections, subsections, terms, conditions, and provisions shall remain in full force and effect.

SECTION FIVE: SIGNATURES:

- (a) **DEPOSITOR’S SIGNATURE:** By signing below, I acknowledge that I have received a copy of this “Collateral Agreement and Affidavit of Ownership” and that I understand its terms.

IN WITNESS WHEREOF, the parties by duly authorized representative hereto have set their hands to this Agreement.

PAID BY: _____
DEPOSITOR

RECEIVED BY: _____
AGENT for _____

Sworn to and subscribed to before me on this
_____ day of _____ 200____

AFFIDAVIT OF OWNERSHIP

I, _____, the Depositor, being duly sworn upon my oath, according to law, depose and say that I am the lawful owner of the \$ _____ deposited with the Agent as collateral in the above-entitled case. I understand that the full amount of the collateral is refundable to me, unless otherwise ordered by the Court.

DEPOSITOR

Sworn to and subscribed to before me on this
_____ day of _____ 200____

Contingency Promissory Note

Power of Attorney Number _____

\$ _____, Dated _____

On demand after date, for value received, I/we promise to pay to the order of:
123 And Out! Bail Bonds LLC, 2142 O'Neal Lane #338, Baton Rouge, LA 70816.

_____ Dollars with

Interest at the rate of 18%, per annum from call date until fully paid, interest paid semiannually. The maker and endorser of this note agrees 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 any attorney, to pay reasonable attorney's fees and assessable costs for making such collection.

It is further agreed and specifically understood that this note shall become null and void in the event that said defendant _____ 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 there under, otherwise to remain in full force and effect.

Defendant _____ Date _____

Indemnitor _____ Date _____

Bail Agent _____ Date _____

CREDIT CARD AUTHORIZATION

I, _____ co-signer
for the defendant _____ hereby
understand that I am using a credit card to pay for their immediate release from jail in the
parish of _____ in _____, LA and that
if for any reason my payment defaults, that bond will be forfeited and the above
defendant will return back to jail immediately. And since bail bonds are non-refundable I
will still pay the full amount of \$ _____ as well as any fees including attorney
or transportation fees to find above defendant will be paid by myself. I do also authorize
the monthly \$30 service fee to be taken every thirty days from this date until the final
disposition of the case. I also understand that if that person does not show up for court,
my credit card will be billed for the full amount of \$ _____ which covers
the bail bond.

I have attached a copy of my driver's license and a copy of the credit card to be used.

Signer

Defendant

Date

**REQUEST BY INDEMNITOR FOR SURRENDER OF PRINCIPAL
AND SUBSEQUENT INDEMNITY AGREEMENT**

Defendant _____ Power # _____ Amount _____

Court _____ Charge(s) _____

Agency _____ Phone _____

Indemnitor Name _____ Phone _____

Indemnitor Address _____

City _____ State _____ Zip _____

Co-Indemnitor _____ Phone _____

Indemnitor Address _____

City _____ State _____ Zip _____

I, _____, the Indemnitor in the above-mentioned undertaking posted on behalf of _____ in the matter of the State of _____ Vs. _____, hereby request that my liability as Indemnitor on this undertaking be terminated herewith, or as soon as possible, via the surrender of the principal by the Surety. Said surrender and termination of liability is desired by Indemnitor due to Indemnitor's conviction that there has been a substantial increase in risk and hazard of the undertaking.

The undersigned Indemnitor further states and agrees that the Surety herein, or any of his/her employees, agents, general agents and/ or surety companies, shall be and are held harmless and fully indemnified by the undersigned Indemnitor for said surrender, and that said indemnification shall include, but not limited to, investigative fees, court costs, attorney fees, civil judgments and any return of premium.

The undersigned Indemnitor further understands and agrees that his/her liability on the subject undertaking shall continue in full force and effect until the subject bond is ordered exonerated by the court, and said liability is pursuant to the terms and conditions of the standard bail agreement, signed by undersigned Indemnitor, and incorporated and made a part hereof by reference. Indemnitor agrees to fully assist said Surety in the arrest, apprehension and surrender of said principal, and agrees that should such efforts regarding surrender fail, Indemnitor remains fully liable for said undertaking.

Signed this _____ day of _____, 20 _____,

At _____,
(City) (State)

Indemnitor Signature _____

Indemnitor Name (type or print) _____

Co-Indemnitor Signature _____

Co-Indemnitor Name (type or print) _____

Agent _____ Phone _____

Sun Surety Insurance Company
PO Box 2373, Rapid City, S.D. 57701

SEARCH WARRANT AUTHORIZATION

I, _____ a defendant for a case in the state of Louisiana, Parish of _____ hereby grant Eric Walker, Bail Agent, and/or Bust Out Bail Bonds, its associates and or assigns (IAOA), rights to have access to my vehicle and residence in the event that I have missed court or there is a warrant for my arrest, or my bail bond has been revoked. I understand that in the state of Louisiana, there does not have to be a search warrant while on a bail bond, but if I leave the state or miss court, this form will serve as a warrant for my immediate arrest and return to the state of Louisiana and aforementioned Parish for court. _____ (signature)

TRANSPORTATION AUTHORIZATION

I, _____ understand if I leave the state of Louisiana, I hereby grant permission to Eric Walker, Bust Out Bail Bonds, or IAOA not only search my residence for me, but also allow them to give me transportation back to the aforementioned parish without hesitation or unwillingness to cooperate. I will not resist arrest nor try to escape from justice. If I cause any problems that makes them think I am a flight risk, I will be taken to the nearest jail where I will sit for extradition, and my co-signer will be charged for the transportation costs as well as the full bail bond amount. As per their policy, I will be handcuffed the entire trip for the safety of the Bail Agent and myself. _____ (signature)

Bail Agent

Defendant

Co-Signer

Bail Bond #