

# BAIL BOND AGREEMENT, INDEMNITY AGREEMENT, AND CONTRACT

THIS AGREEMENT, entered into, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Elite Bail Bonds dba Bailbonds Financed** (Hereinafter referred to as "COMPANY") and \_\_\_\_\_ (Hereinafter referred to collectively as "INDEMNITOR"), who, for and in consideration of the covenants hereinafter stated, agree as follows:

## PREMIUM AND PAYMENT

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1. The Defendant and Indemnitor agree to pay to the Company the full and true sum of \$\_\_\_\_\_ in consideration for the Company providing a bail bond for, the Defendant, who is charged in the \_\_\_\_\_ Court, for the Parish of \_\_\_\_\_, State of Louisiana, in the matter of \_\_\_\_\_ (Defendant) of said court. The surety bonds are insured through **Palmetto Surety Corporation** (Insurance Company) and by its Power of Attorney Number(s) \_\_\_\_\_. The aforesaid amount is due and payable upon the posting of the surety bond(s) and shall be immediately and fully earned by the Company upon the signing of this contract and/or the posting of the herein identified bond(s) at the jail/court, regardless of whether such bond(s) results in the actual release of the defendant from jail, or if the bond(s) are revoked anytime thereafter in accordance with this contract or likewise.

2. If for whatever reason the bond is accepted, not accepted, or cannot be posted at the jail, the defendant and/or indemnitor(s) herein specifically authorize that any sums paid herein may be applied to any outstanding balance that is owed to the Company on the oldest account of the defendant first, or the account of any indemnitor herein, otherwise a refund less any fees not returned by the sheriff, shall be refunded to the client once all surety bonds posted are returned to the Company, without execution, and along with the return of the related payment receipt issued by the Company.

## DISCLOSURE REQUIREMENTS

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3. Failure of the defendant and/or its indemnitor(s) to notify Company, prior to the posting of surety bond, that the defendant is a non-U.S. citizen, or likewise, may result in all of the following: apprehension and surrender of defendant; surrender of surety bonds; forfeit of sums pay; unpaid balance will be paid to Company on demand.

4. Failure of the defendant and/or indemnitor(s) to notify Company, prior to the posting of surety bond that a defendant is currently on probation and/or parole, may result in all of the following: apprehension and surrender of defendant; surrender of surety bonds; forfeit of sums pay; unpaid balance will be paid to Company on demand. If 'probation hold' or 'parole hold' is placed on defendant, premiums paid will hereby be forfeit, unless the surety bond(s) posted and sheriff's fees paid are returned to Company, non-executed, and in their entirety.

## DEFENDANT'S OBLIGATION TO APPEAR

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5. The Defendant and Indemnitor(s) assume the affirmative obligation and guarantee that the Defendant will appear without fail at every proceeding, hearing and court date in this matter; and he/she will abide by and honor all subpoenas, notices, and/or orders of the court, pursuant to the charge(s) for which a surety bond(s) is/are undertaking.

## INDEMNIFICATION AND LIABILITY

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6. The Defendant and its Indemnitor(s) agree to pay and indemnify the Company and its agents against any and all liability, loss, damages, attorneys' fees, notice, judgment of bond forfeiture, administration fees and/or expenses, whatsoever, as it relates to the surety bond(s) posted. These liabilities/losses/fees/cost include, but are not limited to, the following:

A. Any and all costs and expenses incur and/or deemed by Company (either directly or by said costs/fees and/or expenses being charged to the account of the party(or parties) stated herein) in the investigating, locating and/or apprehension efforts, successful or otherwise, of the Defendant, in order to produce the Defendant before the aforesaid Court and/or Sheriff; Any and all costs and expenses that the Company may incur in enforcing this Agreement, and any other Collateral or Indemnifying Agreement(s) that may be made to secure the aforesaid bond;

B. The full sum of \$\_\_\_\_\_, representing the face value of the bail bond(s) herein, addition to any and all court costs, attorneys' fees, judicial interest, legal interest associated with any forfeiture and/or rescission of a forfeiture of the bail bond(s), administration fees, or any other cost or expense stated herein;

C. Any and all fees, charges, duties or taxes that may be due to any governmental agency as a necessary expense to execute and effectuate the terms of this agreement; and

D. Any and all costs, expenses and attorneys' fees incurred for the collection and/or enforcement of any of the provisions herein. The aforesaid attorneys' fees are hereby agreed upon between the parties to be no less than \$250.00 or up to 25% of the total amount sought to be collected/enforced/sued upon, whichever is greater.

E. At Company's discretion, a bond maybe reinstated at a fee of up to \$150.00, excluding any other fees/cost/expense and fees assessed by the court.

F. The issuing of a Notice of warrant/attachment shall result in a fee of \$150.00, excluding any other fees/cost/expense and fees assessed by the court, for the administration process.

## **COLLATERAL AND SECURITY**

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7. As security for the faithful performance of this contract, the Indemnitor(s) agrees to deposit with the Company the cash sum of \$ \_\_\_\_\_ or to execute another, or other security device(s) in which the Company finds acceptable. In the event a security is executed by an Indemnitor, the Company at its sole discretion may convert such security to cash. There shall be a fee of up to (4%) of any collateral paid in the form of credit card or debit card. This sum shall be deducted from any applicable collateral refund.

## **DEFAULT PROVISIONS**

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8. The parties hereto agree that the following acts shall constitute default under this contract; and because time is of the essence in the enforcement of the Company's rights in this agreement, no notice or placing in default shall be necessary by the Company to the Defendant, or an Indemnitor, prior to enforcing its legal rights herein. In addition, upon any of the following acts of default, the Company shall have the right to exercise any rights that it may have under any collateral/contract agreement(s) and/or on the promissory note securing the parties performance herein and/or any other right which the Company may have at law. It is specifically understood that the acts which constitute default herein include:

A. The failure of the Defendant to appear at any proceeding, hearing or required court appearance, or failure to abide by any subpoena, notice or order of the court.

B. The failure of the Defendant to refrain from engaging in any conduct that constitutes a violation of law and/or an arrest on any charge during the duration of the surety bond.

C. The failure of the Defendant to notify the Company of any change in phone number, address, or employment, prior to such change of phone number, address or employment change taking place, and shall maintain an active telephone line, or cellular, in which the Company may contact the Defendant at any time during the duration of the surety bond(s).

D. The failure of the Defendant to retain an attorney to represent him or her on the charge(s) for which this surety bond was issued (or to obtain the assistance of the public defender for such charges) within ten (15) days of his/her entering into this agreement, or the failure of the Defendant to notify the Company of the name, address and telephone number of his/her attorney within (72) hours after retaining or obtaining counsel or after making any change of counsel.

E. The Defendant leaving the jurisdiction of the court without first notifying the court and without first obtaining written permission from the Company to remove himself/herself from court's jurisdiction.

F. The granting or issuing of any notice of warrant/attachment and notwithstanding any legal right that the Company and/or Indemnitor(s) may possess to have the forfeiture set aside or likewise.

G. The Defendant and/or Indemnitor(s) failure to notify the Company of any changes in any of his/her/their personal status/information/address/phone number, value of collateral, the security provided herein or in conjunction herewith, the failure to advise the Company of any fact or matter that may cause the Company to be at risk of loss, or the failure by an Indemnitor to provide sufficient collateral and/or to add to collateral already provided (which, in the opinion of the Company, has diminished in value).

H. The making of any false or untrue statement by the Defendant or an Indemnitor, or any material omission(s) in any dealings with the Company, including, but not limited to, statements made in the execution of the surety bond's indemnity application, the bail bond agreement, the indemnity agreement and/or general contract application.

I. If the bond(s) is/are revoked for any reason by the presiding judge after a Defendant has been released, regardless if such reason may be constituted as no fault of the Defendant.

## **REVOCATION AND SURRENDER**

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9. The Defendant and the Indemnitor(s) further agree to abide by the above inclusive list of conditions and understand that a violation of any part of this indemnity agreement may result in an immediate revocation of the bond(s), surrender of the Defendant and/or surety bond(s), reimbursement of judgment of bond forfeiture, cost administration fees and expenses. Thereafter, the Company shall be relieved of any and all obligations pursuant to this agreement, and any monies, premiums or fees previously paid are non-refundable and any balance owed on the account(s) of the Defendant will become due and paid to Company in full on demand regardless of prior payment arrangements.

10. The Defendant and the Indemnitor(s) further understand and agree that the Company as surety shall have control and jurisdiction over the Defendant during the term for which the bond is executed. The Company has the right to surrender the Defendant on his/her bond(s), at any time the Company so desires, in accordance with this agreement.

## **BAIL ENFORCEMENT AND SEARCH AUTHORIZATION**

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11. The Defendant specifically agrees that, if he/she is at any time in default of his/her obligations herein, by his/her failure to appear at a court proceeding as required, he/she agrees to allow and specifically authorizes herein his/her name and/or photo to be placed in any newspapers, internet site, wanted ads, and/or any other publication(s) the Company shall deem appropriate.

12. The Defendant and Indemnitor(s) specifically agree that, if the Defendant is at any time in default of any of his/her obligations herein, one or more bail enforcement agent, may enter his/her residence, as well as the residence(s) of any or all Indemnitors, for the purpose of conducting a search for the whereabouts of the Defendant. It is specifically understood that no search warrant is required for the conduct of such a search, and it is agreed that the mere signature of the parties hereon constitutes a specific authorization for the entry and conduct of a search within his/her residence.

## **ADDITIONAL OBLIGATIONS AND FEES**

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13. The Defendant has the obligation to notify the Company of the resolution of his/her charges, within thirty (30) days of such resolution, regardless of whether such resolution of his/her charges occurs because of the non-acceptance by the prosecutor, dismissed, or resolved by plea or trial. Failure to do so will result in a fee up to \$100.00, on the account of the defendant, for the research required to clear the Company's open liability on the surety bond(s).

14. Any premium or fees that were paid on behalf of the Defendant that are returned to the company by any governmental agency, bank, otherwise, or likewise, are herein assigned to the Company, to be sued in satisfaction of this obligation or any other obligation under this contract. Additionally, a returned payment may result in any or all of the follow: apprehension of the defendant; \$25.00 returned payment fee; and/or attorneys' fee of up to \$500.

15. Company may add condition(s) that would require the defendant to be placed on 'G.P.S. ankle/bracelet monitoring, or likewise, during the duration of his/her surety bond through the Company which may be administered by the Company or a third-party of Company's choosing. The cost of the ankle monitoring includes an initial hookup fee of \$\_\_\_\_\_ and a monthly recurring fee of \$\_\_\_\_\_. This service may be suspended at Company's discretion or the Defendant may opt-out by successfully surrendering himself/herself to the original place of custody on all charges to which the surety bond(s) was/were posted. It is further understood; the cost of this service is in addition to any other cost or fees and may be billed directly or by a third-party.

## **GENERAL PROVISIONS**

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16. The Indemnitor(s) herein hereby specifically agree to be bound by all of the terms and conditions of this agreement, jointly, severally and in solido, and waive any plea(s) of discussion and/or division which they may have against each other and/or the Defendant.

17. The Indemnitor agree(s) that he/she/they has/have read this agreement in its entirety and that he/she/they fully understand the terms and conditions of this agreement. The Indemnitor(s) further agree that he/she/they will do all that is necessary to faithfully abide by this agreement and assist the Company when requested to do so.

18. If any provision of this contract is/are found to be illegal and/or unenforceable under any state or federal law, then only that/those provisions shall be severed out, declared to be null and void and given no legal effect. All other provisions of this contract shall remain unchanged, in full force and effect and be binding as to the parties hereto.

19. This contract shall inure to the benefit of all parties, their successors, heirs and/or assigns.

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#### **ELECTRONIC RECORDS AND IMAGING**

20. Defendant and Indemnitor(s) acknowledge that Company has advised them and that I/we agree that Company may image the original paper contract and related documents ("Imaged Documents") electronically and may destroy such paper originals. The Defendant and Indemnitor(s) for themselves and on behalf of their successors and assigns: stipulate that the Imaged Documents shall be valid, binding, and enforceable against them to the same extent as the original paper documents and shall be admissible in any actions, lawsuits, and other judicial, administrative, or governmental proceedings based upon, in whole or part, the Contract and associated documents; waive all objections as to the admissibility of the "Imaged Documents"; waive all required or other rights of any kind now or hereafter provided by law that Company produce the original paper documents to prove the content thereof.

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#### **PRIVACY AND INVESTIGATIVE AUTHORIZATION**

21. I understand that investigative inquiries are to be made on myself, including consumer, criminal, driving, credit and other reports, in accordance with the PRIVACY ACT, FREEDOM OF INFORMATION ACT and FAIR CREDIT REPORTING LAWS. Further, I understand that the Company will be requesting information from the various federal, state and other agencies that maintain records concerning any past activities relating to my credit, criminal, civil, and/or other experiences, as well as claims involving me in the field of insurance, otherwise or likewise. I hereby authorize, without reservation, any party(ies) or agency(ies) contacted to furnish the above-mentioned information. I hereby consent to the Company obtaining the above information.

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#### **VOLUNTARY EXECUTION**

22. I/we have neither been coerced, forced, threaten, or placed under duress and I/we have placed my/our signature(s) herein at my/our own free will. If, I/we feel I/we have been coerced, forced, threaten, or placed under duress, I/we shall immediately notify the authorities by filing a report within 24-hours and by notifying the Company within 48-hours.

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#### **EXECUTION AND HOLD HARMLESS**

23. In witness whereof we have subscribed our names on the date and month first above written.

24. For good and valuable consideration, the undersigned principal hereby agrees to indemnify and/or hold harmless the Company, its Surety or its agents for any and all losses not otherwise prohibited by law, or rules and regulations promulgated under any applicable statute. In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, 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 and any other persons or organization having information concerning the Defendant's whereabouts to give such information to Company and its assigns and/or duly authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his/her appearance and/or apprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant hereby waives his/her rights with respect to the Privacy Act and authorizes the use of copies of this document by the Company and its assigns and/or duly authorized representatives.

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DEFENDANT SIGNATURE

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INDEMNITOR SIGNATURE

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DEFENDANT PRINT

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DATE

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INDEMNITOR PRINT

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DATE

## DEFENDANT INFORMATION

### PERSONAL INFORMATION

Full Name:				Nickname:		Date:	
Address:						Apt:	
City:		State:		Zip:		How Long:	
Own/Rent/Other:				If Other, Lives With:			
Cell Phone:				Home Phone:			
Social Security #:				Date of Birth:			
Sex:	Race:	Ht:		Wt:	Eyes:		Hair:
Email:				Driver's License #:			
Tatoos:							

### EMPLOYMENT INFORMATION:

Employer:			Occupation:		
Employer Address:			Name of Supervisor:		
Employer Phone:		Ext:	How Long On Job:		

### VEHICLE INFORMATION:

Year:		Make:		Model:			
Color:		Tag #:		State:			

### RELATIONSHIP INFORMATION:

Spouse:		Address:			
Phone:		Employer:			
Mother:		Address:			
Phone:		Employer:			
Father:		Address:			
Phone:		Employer:			

### REFERENCES:

Name:		Relationship:	
Phone:		Address:	
Name:		Relationship:	
Phone:		Address:	
Name:		Relationship:	
Phone:		Address:	

**THE DEFENDANT HEREBY WARRANTS THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT AND THERE HAS BEEN NO FALSE STATEMENTS AND/OR MATERIAL OMISSIONS OF INFORMATION REQUIRED. THIS APPLICANT FURTHER UNDERSTANDS THAT ANY UNTRUTH OR MATERIAL OMISSIONS BY THE DEFENDANT AND/OR INDEMNITORS(S) SHALL BE GROUNDS FOR THE SURETY COMPANY TO REVOKE THE BONDS(S) FOR WHICH THE APPLICATION IS MADE.**

\_\_\_\_\_  
DEFENDANT SIGNATURE

\_\_\_\_\_  
INDEMNITOR SIGNATURE

\_\_\_\_\_  
DEFENDANT PRINT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
INDEMNITOR PRINT

\_\_\_\_\_  
DATE

## INDEMNITOR INFORMATION

INDEMNITOR PERSONAL INFORMATION:			
Full Name:	Relationship:	Date:	
Address:		Apt #:	
City:	State:	Zip:	How Long:
Own/Rent/Other:		If Other, Lives With:	
Cell Phone:		Home Phone:	
Social Security #:		Date of Birth:	
Email:		Driver's License #:	
EMPLOYMENT INFORMATION:			
Employer:		Occupation:	
Employer Address:		Name of Supervisor:	
Employer Phone:	Ext:	How Long on Job:	
Other Income: (CIRCLE) SSI / DISABILITY / PENSION		AMOUNT: \$	
REFERENCES:			
Name:	Relationship:		
Phone:	Address:		
Name:	Relationship:		
Phone:	Address:		

### PROMISSORY NOTE & INSTALLMENT PAYMENT PLAN FOR UNPAID PREMIUM

Bond Amount \$	Down Payment \$	Payment Amount \$
Power Number	Remaining Balance \$	Payment Frequency:

(Premium & Fees)

**PROMISE TO PAY.** I promise to pay to the order of **Elite Bail Bonds dba Bailbonds Financed** ("Lender") on demand the sum of \$ \_\_\_\_\_ bearing interest at the rate of ( \_\_\_\_\_ %) per annum from date of demand until this Note is paid in full.

(Bond Liability)

**PROMISE TO PAY.** I promise to pay to the order of **Elite Bail Bonds dba Bailbonds Financed** ("Lender") on demand the sum of \$ \_\_\_\_\_ bearing interest at the rate of ( \_\_\_\_\_ %) per annum from date of demand until this Note is paid in full.

#### GENERAL PROVISIONS.

1. I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solitary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not affect any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provision of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph. In this Note, the words "I", "me" and "my" mean each person signing this Note as a borrower, co-borrower, guarantor or endorser.

2. The entire amount of the then outstanding balance under this note shall become due and payable immediately under any one or more of the following events: (a) upon Defendant's failure to appear in the court for which the Bond was posted at any time required by such court, (b) upon forfeiture of the Bond, or (c) if any payment is not received by Bail Producer within ten days following its due date or is returned for insufficient funds, stopped or refused for any reason upon presentment to a financial institution.

3. All obligations under this note remain in full force and are not terminated, modified or otherwise affected: (a) by revocation of the bond; (b) by any change in the status of the Bond or the surety's liability under the Bond; (c) by any change in the status of court proceedings for which the Bond was posted; or (d) by any change in whereabouts or status of the Defendant. This note shall become null and void only if all premium amount and obligations under the Bond have been paid or satisfied, and otherwise, this note shall remain in full force and effect.

4. If any portion of this note or any application of such provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other application of such provision or the remaining provisions which shall, to the fullest extent, remain in full force and effect. Any amendment or modification of this note must be in writing and signed by both Bail Producer and me (us)

**ADDITIONAL INTEREST.** If I default under this Note, Lender shall have the right to prospectively increase the simple Interest rate under this Note to 18.000% per annum until this Note is paid in full.

**ATTORNEYS' FEES.** If Lender refers this Note to an attorney for collection, or files suit against me to collect this Note, or If I file for bankruptcy or other relief from creditors, I agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under Note.

**GOVERNING LAW.** I agree that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana Specifically this consumer Note is subject to the Louisiana Consumer Credit Law (La. R.S. 9:3510. et seq.).

**PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE**

\_\_\_\_\_  
DEFENDANT SIGNATURE

\_\_\_\_\_  
INDEMNITOR SIGNATURE

\_\_\_\_\_  
DEFENDANT PRINT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
INDEMNITOR PRINT

\_\_\_\_\_  
DATE