

BAIL BOND AGREEMENT

Indemnity Agreement and Application for appearance Bond(s) for \_\_\_\_\_ herein called the Defendant, and dated \_\_\_\_\_.

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY!

Whereas, FAIRMONT SPECIALTY GROUP OR MICHAEL GRAY., its affiliated agents and names (herein called the "COMPANY", 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 certain bond or undertaking.

The bonds being posted for the above named Defendant is/are:

Bond Amount: \_\_\_\_\_ Case #: \_\_\_\_\_ Court: \_\_\_\_\_

NOW THEREFORE, for certain considerations, whereof by each of us is hereby acknowledged, the undersigned jointly and severally do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1) That the undersigned will pay a NON-REFUNDABLE premium in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for the execution of the Appearance Bond(s) on the aforesaid Defendant. (Premium Non-Refundable)

2) That the undersigned will have the aforesaid Defendant forthcoming before the Court(s) named in said bond(s), at the 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 COMPANY harmless from and against any and all liabilities; claims, including but not limited to any claim arising from alleged negligent conduct of COMPANY and or his/her heirs or agents; judgments; court orders; unpaid premiums; expenses, including, but not limited to, attorney's fees, contingent investigation fees (bounty fees), professional investigation fees billed to COMPANY on an hourly rate of \$100.00 per hour with a minimum of \$200.00; or any other costs whatsoever which the said COMPANY shall or may for any cause at anytime sustain or incur, by reason or in consequence of the said COMPANY having executed said bond or undertaking.

4) That the undersigned will, upon demand, place the said COMPANY in funds to meet all such liabilities before the said COMPANY shall be required to pay the same.

5) That in addition the undersigned agrees:

\_\_\_\_\_ a) By signing below indemnitor agrees that he/she has received a copy of this entire agreement and that any amounts herein and not paid including but not limited to unpaid premiums, bail bond forfeiture and/or investigative fees, when requested may be charged to any one or all of the credit / debit cards listed on the "Application" for bail bond.

\_\_\_\_\_ b) All collateral shall be used to offset any unpaid premiums, forfeitures, bounty fees and/or any other fees caused by the posting of the above mentioned bonds; otherwise collateral will be returned within 10 working days after having received a court ordered bond release on "all" of the above mentioned bonds. (\*Collateral is listed on a separate Collateral Agreement.)

6) That the Agreement of Indemnity in paragraph 3 above shall continue as long as the COMPANY has any liability or has sustained any loss, upon the bond referred to herein, 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 an interest, and it is further agreed that the COMPANY shall have a lien on all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of it's having executed the bond referred to herein. It is further agreed that the Indemnity Agreement contained in paragraph 3 above the provisions of this paragraph 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 COMPANY, 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 COMPANY.

8) That said COMPANY may withdraw from its Surety-Ship upon bond or undertaking at anytime 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 authorize(s) 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, credit agencies, telephone companies, and any other persons or organization having information concerning the undersigned applicant(s) financial credibility to release such information to the COMPANY, its affiliated names and agents, its assigns and/or duly authorized representatives. The undersigned applicant(s) understand(s) that any information obtained will be used for the purpose of assuring reimbursement for any expense 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 COMPANY, its affiliated names and agents, its assigns and/or duly authorized representatives.

11) If any provision or provisions of this instrument were void or unenforceable under the laws of any place governing its construction or enforcement, the instrument shall not be void or vitiated hereby, but shall be construed and enforced with the same effect as though such provision(s) were omitted.

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
Bail Agent (Lic. # 302661, Tele. # (303) 778-0026)

PROMISSORY NOTE

\$ \_\_\_\_\_ CENTENNIAL, COLORADO Dated \_\_\_\_\_

\_\_\_\_\_ after date, for value received I/We promise to pay to the order of FAIRMONT SPECIALTY GROUP OR MICHAEL GRAY., at the office of 6650 S. Vine St., Ste 230, Centennial, CO 80121, \_\_\_\_\_ DOLLARS, with interest at the rate

of zero percent per annum, payable UPON DEMAND. IT IS AGREED that if this note is not paid when due or declared due hereunder, the entire interest and accrued interest thereon shall draw interest at the rate of 18 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 suit is brought, agree to pay all reasonable costs of collections, including Reasonable for attorneys' fees, and if foreclosure is made by the Public Trustee, Reasonable for attorneys' fees to be added by the Public Trustee to the cost of foreclosure. It is further agreed and specifically understood that this note shall become satisfied in the event the said Defendant shall appear in the proper court(s) at the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond(s) posted on behalf of the Defendant have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

X \_\_\_\_\_

X \_\_\_\_\_