

AUTHORIZED WAIVER OF PRIVACY

I _____, hereby release any and all information and/or records of a private nature to 911 BAIL BONDS FINANCIAL CASUALTY & SURETY INC. Their agents, representatives, any and all assisting law enforcement agencies, and/or attorneys, for the purpose of locating my whereabouts or for the purpose of investigating my whereabouts and/or associations, whether directly or indirectly, as deemed necessary and at the sole discretion of those conducting such investigation(s). Such records and/or information will include but is not limited to, any and all bank and/or other financial institutional statements or account information, tax records, medical/dental records, postal and billing (utilities, telephone, etc.) information. All military records, credit cards, court records, criminal histories, criminal records, employment records, employment benefit records and social security records. Further, I hereby hold harmless any and all individuals, companies, agencies, organizations or entities that act under compliance of this waiver of privacy from any legal actions, be they civil, criminal or otherwise. If necessary, 911 BAIL BONDS FINANCIAL CASUALTY & SURETY INC. May garnish my wages or lien and confiscate my property if the principal does not fulfill their obligations with the court.

Acknowledged, authorized and signed by:

X _____
Signature of person making the release

NOTARY IF REQUIRED:

Signed and sealed before me this _____ day of _____, _____.

_____ Notary public

(_____) STAMP

INDEMNITOR/GUARANTOR

CHECKLIST

FINANCIAL CASUALTY & SURETY, INC.
(fcs)

P.O. Box 4479
Houston, Texas 77210-4479
877-737-2245 * FAX 713-580-6401

Date _____

Defendant : _____

Jail: _____

BOND NO.: _____

Bail _____

Amount: _____

Premium _____

Amount: _____

Amount _____

Paid Down: _____

Unpaid _____

Balance: _____

Cash _____

Collateral: _____

(Initial Here)

_____ 1. I have read and received a copy of the standard surety bail bond agreement.

_____ 2. This indemntor/guarantor checklist is intended to clarify and explain the standard surety bail bond agreement.

_____ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at a rate of ten percent per annum. There is a percent late fee on all scheduled payments not received within five days of the due date.

_____ 4. I understand I am required to pay the amount of the bail premium every year in advance hereafter, until the surety is legally discharged from all liability on the bond(s) posted.

_____ 5. I understand I am responsible for paying the full amount of the bond posted if the defendant does not appear in court, for every appearance arid any other time ordered by the court, until defendant is sentenced or the court dismisses the case.

_____ 6. The court will enter a forfeiture of the bail if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and it is not ordered reinstated, or exonerated that I must pay the full amount of the bail forfeited to the bail agency.

_____ 7. I understand I am responsible if it becomes necessary to arrest and surrender the defendant. That I am responsible for paying for investigation, location and apprehension time: this is billed at a rate of per hour per investigator plus expenses or percent of bond whichever is greater. Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement. Specifically, but not limited to Sections Five and Eleven. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 8 of this checklist, will be charged if applicable and a receipt will be provided.

_____ 8. I understand that if the bail is ordered forfeited by the court. that I am responsible to pay court costs and reasonable appearance fees (a minimum of) for the bail agency to reinstate or exonerate the bail bond if necessary.

_____ 9. I understand that if I breach the bail bond agreement. by non-payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney fees and costs. Attorney's fees are a minimum of an hour. If any collection action needs to be taken a minimum fee will be charged.

_____10. I understand that collateral cannot be released until all bonds posted on my behalf for the defendant have been exonerated, and written notice from the court provided to the bail agency.

_____11. I understand that substitution of collateral is done at the discretion of the surety and the bail-bonding agency. There are no agreements to substitute collateral at a future date.

_____12. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exoneration from the court and provide it to the bail agency.

_____13. This checklist is intended to explain and clarify the standard bail agreement, which is the entire contract with the bail agency. There are no additional terms nor are there any exemptions to the contract either in writing or verbally, that limit my responsibility under the bail agreement.

_____14. I declare that all statements made on the application and financial statements are true. I agree to notify the bail agency within 48 hours of any changes, including but not limited to any change of address or employment of either the criminal defendant or myself.

_____15. I understand the obligation under this agreement is joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.

_____16. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in County 08 in the State of

••• I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY
RESPONSIBILITIES AND OBLIGATIONS AS INDEMNITOR/GUARANTOR. •••

SIGNATURE: SIGNATURE: _____

NAME (print): NAME (print): _____

Received copy: _____

SURETY BAIL BOND AGREEMENT

You are assuming specific obligations — READ CAREFULLY!

This AGREEMENT made between the undersigned _____
(Hereinafter called Indemnitor(s) and FINANCIAL CASUALTY & SURETY, INC, thereafter called 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 a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the Indemnitor(s) covenant(s) and agree(s) with the Company as follows:

_____ 1. The Indemnitor(s) will pay the Company, or its duly authorized agent, premium(s) in the amount of \$ per annum.

_____ 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 adjudications 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, expense, suit, order, decree, payment and/or adjudication against the Company by reason of execution of such bond or undertaking and any other 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 Houston, P.O. Box 4479, 77210-4479 of making of any demand or the giving of any notice, or the commencement of any proceeding or 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 of 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 interests may appear.

_____ 6. The Company shall have the right at any time, without notice to the Indemnitor (s), to transfer and assign this agreement and/or the collateral pledged hereunder, to any Reinsurer, Co-Surety or Insurance Company which may take over and assume, in whole or in part, the obligation of the Company under any such bond or undertaking and thereupon the transferee shall become vested with all the powers 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 rights 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).

_____ 8. The Indemnitor(s) hereby authorize(s) any attorney of any court or 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 hereinbefore referred to in paragraphs 1, 2 and 7; and to release all error and waive all right 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, appraisal 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 (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 obliged 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 or any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or proceeding 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 the 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 laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated hereby, 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.

THE PREMIUM PAID ON THIS BOND(s) IS NOT RETURNABLE

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal this _____ day of _____

Defendant Signature _____

DEFENDANT NAME (PRINT OR TYPE) _____

ADDRESS _____ CITY _____ ZIP _____

INDEMNITOR: _____

Signature Print Or Type Name _____

ADDRESS _____ CITY _____ Z1P _____

PHONE _____ D.L.# _____ SSN _____ DOB _____

SPOUSE EMPLOYER _____

State of _____ County of _____

On this day of _____

Before me personally appeared _____

known to be the person described in and who executed the forgoing instrument and he/she thereupon acknowledged to me that he/she/they executed the same.

INDEMNITOR: _____

Signature Print Or Type Name _____

ADDRESS _____ CITY _____ Z1P _____

PHONE _____ D.L.# _____ SSN _____ DOB _____

SPOUSE EMPLOYER _____

State _____ of County of _____

On this day of _____

Before me personally appeared _____

known to be the person described in and who executed the forgoing instrument and he/she thereupon acknowledged to me that he/she/they executed the same.

CO-SIGNER/INDEMNITOR APPLICATION

ALL QUESTIONS MUST BE ANSWERED COMPLETE OR DELAY WILL OCCUR. ALL INFORMATION IS CONFIDENTIAL!

Print full name: _____
(First name) (Middle name) (Last name)

Current address _____ apt # _____
(Street address)

City _____ State _____ Zip code _____ How Long _____

Home phone (_____) _____ Cell phone (_____) _____ Rent Own

PERSONAL DESCRIPTION:

Scars or Tattoo _____ Female or Male

Weight _____ Height _____ Eye Color _____ Hair Color _____

D.O.B ____/____/____ Place of birth _____ S.S.N. ____ - ____ - ____

EMPLOYER _____ POSITION _____ How Long _____

Address _____ Phone # (_____) _____

SPOUSE NAME IF ANY: _____ Phone # (_____) _____

AUTO MAKE: _____ MODEL: _____ YEAR: _____ COLOR: _____ PLTS: _____

REFERENCES:

NAME: _____ RELATIONSHIP TO YOU: _____

ADDRESS: _____ PHONE #: _____
(STREET) (CITY) (STATE) (ZIP)

NAME: _____ RELATIONSHIP TO YOU: _____

ADDRESS: _____ PHONE #: _____
(STREET) (CITY) (STATE) (ZIP)

NAME: _____ RELATIONSHIP TO YOU: _____

ADDRESS: _____ PHONE #: _____
(STREET) (CITY) (STATE) (ZIP)

DEFENDANT'S RELATIONSHIP TO YOU: _____

SIGNATURE: _____ **DATE:** _____

PROXY

TO BE FILLED OUT BY THE INDEMNITOR

Defendant's True Name: _____

Nickname: _____

Defendant's Date of Birth: _____ Defendant's SSN# _____

Defendant's Height _____ Weight _____ Eyes _____ Hair _____

Tattoos / Scars / Markings _____

Defendant's Address: _____

City: _____ State: _____ Zip Code: _____ Own Renting

Name of Apartment Complex: _____

Building #: _____ Apartment #: _____

Cell Phone: _____ Home Phone: _____

Work Phone: _____

Defendant's Occupation: _____

Employed By: _____ How Long? _____

Employer's Address _____ City: _____ State: _____ Zip: _____

Defendant's Vehicle Make: _____ Model: _____ Year: _____ Color: _____

How Long Have You Known the Defendant? _____ Yrs , Your Relationship to Defendant: _____

PLEASE LIST PEOPLE LIVING WITH THE DEFENDANT:

1. _____ Relationship to Defendant: _____

2. _____ Relationship to Defendant: _____

3. _____ Relationship to Defendant: _____

Indemnitor Signature: _____ Date: _____

Agent Signature: _____ Date: _____

While on Bond, defendants must follow these steps to remain on bond and in good standing with our office.

1. ___ Defendant must report to the office within 24 hours of release with proper Identification. FAILURE TO DO SO WILL RESULT IN A \$30 CHARGE, TO HAVE RUNNER COME TO DEFENDANTS HOME AND COMPLETE PAPERWORK.

2. ___ Defendant must do a weekly check in by phone.

Check in Day _____

3. ___ Defendants with a balance owed to the office must do their weekly check in, in person.

Check in Day _____

4. ___ Defendant must receive written approval from our office before leaving the state.

5. ___ Defendant must report to office immediately if a court date is missed, so we can prepare the proper paperwork the court requires to get defendant out of warrant status. Failure to follow these rules is a violation of your Bail bond agreement and may result in revocation of your bond.

Sign _____ Date _____

Sign _____ Date _____

911 Bail Bonds, Refund / Non-Refund Policy

Return of collateral:

Collateral does not include other fees such as, Premium payments, Bond posting fees, Bank fees, or any other such fees incurred to secure a defendant's bond and release from custody.

Collateral will only be returned after a case is closed and the court notifies 911 Bail Bonds by mail. After we have received this hard copy notification of the defendant's completion of court conditions of sentencing may we issue your refund of collateral. (This return does not include any portion of the premium or misc. fees paid in posting the bond (s).)

Non-Refundable Premium payment and posting fees:

Once the Jail or court accepts our bond (s) for a defendant's release from custody, all sales are final, and No Refunds will be granted. 911 Bail Bonds will not offer any money-back guarantees.

After a bond is posted for a defendant, the defendant may have addition holds from other jurisdictions, courts, or other state and federal agencies. We have no control over the transfer to other detention centers, or refusal of the current detention center from releasing the defendant at this point. Additional Bonds may be required for the defendant's release from these agencies.

Federal ICE holds, Defendant may be deported, and our bonds still stand at the original court, Indemnitors agree to provide 911 Bail bonds with Defendants, "A" number and proof of deportation of defendant before defendants next court date in order to be release the indemnitor, from liability of the forfeited bond (s).

Except as expressly provided herein, all payments under this Agreement by indemnitor / Co-signer or defendant to 911 Bail bonds will be irrevocable, non-refundable, and non-creditable.

SIGNATURE: _____ DATE: _____

NAME (print): _____