

REFERENCES (Continued)

Name _____ Relation _____
 Address _____ Employer _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____

Name _____ Relation _____
 Address _____ Employer _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____

7. FINANCIAL STATEMENT/CREDIT INFORMATION

Cash on hand \$ _____ Cash in bank \$ _____
 Real Estate Value \$ _____ Real Estate Mortgage \$ _____
 In whose name is title? _____ Monthly salary or wages \$ _____

8. NOTES

THIS INDEMNITY AGREEMENT ("Agreement") is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail producer referenced below ("Producer").

1. You will have Defendant appear in any court required in connection with the bond(s) at the times stated in the bond(s) and all other times as may be ordered by the court.
2. **You, jointly and severally (together and separately) with any other Indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond, including, but not limited to the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses) (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any and all other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or Producer, by reason of such Suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.**
3. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, damages, judgments, interest, attorneys' fees and costs suffered, sustained, made or incurred by Surety or Producer on account of, arising out of or relating to the Bond and transactions contemplated thereby (including, without limitation, the items referenced in paragraph 2 above), your failure to comply with the terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by any agreement executed by Defendant, you or any other Indemnitor for the benefit of Surety or Producer ("Liabilities"); and (b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this Agreement, you authorize the Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature, (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral for the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption.
4. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, if you fail to deposit such additional collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity or redemption.

5. If a confession of judgment is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Surety against you, the judgment entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the Indemnitor or defendant.
6. You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies under this Agreement, or take any combination of such actions, without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security or collateral prior to enforcing its rights against you or any other Indemnitor.
7. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorneys' fees or service fees for time spent and/or special services rendered.
8. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise. If more than one bond is made or has been made for the Defendant, then this Agreement shall extend to and cover all those bonds and the terms of this Agreement shall apply to each bond individually or as a group.
9. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements, and affirmations made by the Surety and its producers and employees prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement are of no force or effect whatsoever in determining the rights and liabilities of the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.
10. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.
11. This Agreement may not be terminated or modified orally. All modifications and terminations of this Agreement, including any release of your liability hereunder, must be in writing and signed by the Surety and you.
12. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or State law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you 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, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to surety and its producers, agents and representatives the right to enter your residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
13. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of Defendant's bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (a) Surety, at its discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD; and (g) all questions relating to location capability should be directed to Surety.

14. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide the Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).
15. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

IMPORTANT FRAUD WARNINGS

ALABAMA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS - Any person who knowingly or with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS - Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS - ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS - WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANNIA RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SIGNED, SEALED AND DELIVERED at _____, this _____ day of _____, 20_____.

WITNESS

INDEMNITOR

Sign: _____

Sign: _____

Print: _____

Print: _____

<p>SURETY: Bankers Insurance Company 11101 Roosevelt Blvd. N. St. Petersburg, FL 33716 800-627-0000</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.] YOU WALK BAIL BONDS 1504 E. MCKINNEY ST > #300 DENTON, TX 76209 940-380-1954 LIC. # 16-2801-04</p>
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**TEXAS ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT**

This Texas Addendum ("Addendum") is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as Indemnitor ("Agreement") and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

1. Surety or bail producer shall return any collateral to the person whose name appears as Depositor on the Collateral Receipt within 30 days after the date on which you (i) request return of the collateral in writing and (ii) submit to the Surety or bail producer written evidence of the conclusion of any payment agreement relating to the Bond and all of the criminal cases for which the collateral was given.
2. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.
3. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of Texas.

Please
Sign

Signed, _____ and delivered this _____ day of _____, 20 _____

Signature of Indemnitor _____

Printed Name of Indemnitor _____

BOND SURETY AGREEMENT

In consideration for **You Walk Bail Bonds** posting my Bail Bond, I hereby agree to abide by the attached/forementioned rules and to pay all agreed upon date or dates as outlined below. All bond fees are non-refundable. By signing below, I acknowledge receipt of a copy of a **You Walk Bail Bonds** rule sheet, and agreement hereto; and **I further understand that my bond(s) may be revoked upon any violation of the rules given and explained to me**, and that I may be rearrested for violation of any rules listed within it. The defendant agrees that all rights of extradition are hereby waived and Surety or his/her Agents the right to return the Defendant to court using whatever force necessary.

BOND FEE _____ DOWN PAYMENT _____ BALANCE _____

PAYMENT TERMS

Balance MUST be paid in full by the third working day before your first court appearance...

STARTING DATE _____

Please Sign

Indemnitor _____

Principal ~~XXXXXXXXXX~~

AFFIDAVIT OF NON-SOLICITATION

I, _____, on _____, 20____, retained **You Walk Bail Bonds** and /or their agents to secure the release of _____ from jail. Be it known to all men that I contacted **You Walk Bail Bonds** and in no way was I solicited in the jail or vicinity of the jail about Bail Bonds by **You Walk Bail Bonds** and/or their agents, and at no time has **You Walk Bail Bonds** and/or their agents presented themselves as an attorney, employed by an attorney, or refereed an attorney or law firm.

Please Sign

Indemnitor _____

Principal ~~XXXXXXXXXX~~

CONTINGENCY PROMISSORY NOTE

P.A. No(s) _____ \$ _____ dated _____ 20____.

On Demand after date, for value received, I/We Promise to pay to the order of **BANKERS INSURANCE COMPANY** \$ _____ At time of forfeiture plus court cost and re-arrest fees with interest thereon at the rate of 10 per cent, per annum from Call Date until fully paid (Interest payable 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 an attorney, to pay reasonable attorney's fees and assessable costs for making such collection. Deferred interest from maturity at 10 per cent, 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 thereunder, otherwise to remain in full force and effect.

Witness _____

Principal ~~XXXXXXXXXX~~

Please Sign

Indemnitor _____

APPROVAL FOR CHARGE ON CREDIT CARD

I _____ understand that if _____ forfeits the above-mentioned bonds, the Bond Forfeiture charges or any unpaid fees will automatically be charged to my credit card. By signing this I agree to pay the Bond Forfeiture fees, court costs, and any other fees that may be incurred, including credit card fees.

Witness _____

Please Sign

Card Holder _____

Indemnitor _____

Credit Card Information: Name _____

Card #: _____ Exp Date _____ Security Code: _____

Address: _____

YOU WALK BAIL BONDS

1504 E. McKinney #300
Denton, TX 76209

(940)380-1954

You must observe the following rules until your case have been disposed or your bond will be revoked and another warrant will be issued for your arrest.

1. You must appear in Court as Required.

Failure to appear in court will cause an additional charge of "Bond Jumping". In such case a warrant will be issued for your arrest.

2. You Must Call Our Office between business hours Tuesday-Thursday 9 AM to 5 PM

You must check in once a week until your case is finished in court and even if you have an attorney. After 3 weeks of not checking in we will assume you have jumped bail which will result in a warrant.

**DO NOT CALL AFTER HOURS, UNLESS IN JAIL.
WE ARE ON CALL BUT NOT IN THE OFFICE.**

3. Report All Changes

You must notify us immediately of any change of address, telephone number, employment or change of attorney. You are not allowed to RELOCATE to another County/State without approval.

4. Court Date

The courts issue court notices to the address you reported to them. You should receive a court date within 3-6 months. But it is ultimately your responsibility to be aware of your court date. We can assist you with the phone numbers to the courts. You must also notify us immediately of any changes you receive and any court dates reset.

DON'T WAIT FOR THE MAIL!!! CALL TO VERIFY AND ACTIVELY CHECK ONLINE

5. Travel

You must not travel to another County/State without the permission of You Walk Bail Bonds. Failure to notify us will result in forfeiture of the bond and a warrant will be issued for your arrest.

6. Violation of Any Law

While on bond you will commit no offence of The State, of any State, or the United States or surety may terminate bonds anytime thereafter. If arrested call our office collect from wherever you are as soon as you are booked in.

7. Disposition of Your Case.

A copy of your court disposition or dismissal of your case must be submitted to our office immediately following such disposition.

YOU MUST KEEP CALLING UNTIL YOU ARE FINISHED WITH COURT AND WE HAVE PROOF THAT YOUR CASE IS DISPOSED.

8. Failure to pay You Walk Bail Bonds

Nonpayment will result in the immediate forfeiture of the bond which will result in a warrant for your arrest. Even after your case is disposed, Bail Bond Headquarters can pursue charges against you for "Theft of Service" if your bond fee is not paid as agreed upon your release from jail.

9. No refunds

We provided a service that got you out of jail. Otherwise, you would have had to pay the full bond amount for your release from jail.

FAILURE TO OBSERVE ANY OF THE ABOVE RULES WILL RESULT IN YOUR ARREST

By signing this agreement sheet, I acknowledge receipt of a copy hereof, and agreement hereto; and I further understand that my bond (s) may be revoked upon any violation of any terms hereto; and that I may be rearrested for violation of any rule listed above.