

Alexis Bail Bonds

All Companies Are Referred To As Surety Throughout All Documents

FAX#: 281-710-0755 email: alexis@alexisbailbonds.com www.alexisbailbonds.com

CO-SIGNER/INDEMNITOR AGREEMENT

Defendant Name: _____ **Referred By:** _____ **Bail Agent:** _____

Your Relationship to Defendant _____ How long have you known the defendant? _____ years

Are you on Probation Now? _____ Previously? _____ Are you on Parole Now? _____ Previously? _____ Where? _____

Your Name _____ DOB _____ U.S. Citizen? ___ Def.? ___

Address _____ How Long _____ City _____ State/Zip _____

Cell Ph. # _____ DEFENDANT PH# _____ E-Mail _____

Driver's License#: _____ STATE ___ SS# _____ FACEBOOK NAME: _____

Other Real Estate Owned: _____ Where did you grow up? _____

Employer _____ Address _____ Ph# _____

Position _____ Income _____ Length of Employment _____

Other Income: _____ Other Assets: _____

Vehicle Info: Year _____ Make _____ Model _____ Color _____ Tag _____

Bank Name (Personal) _____ Checking? yes no Savings? yes no Other _____

Spouse - Boy/Girl Friend _____ Cell# _____

Employer _____ Address _____

Ph. # _____ Length of Employment _____ Income _____ per _____

PERSONAL REFERENCES (ALL FIVE REQUIRED)

<u>Relationship</u>	<u>Name</u>	<u>Address</u>	<u>Ph #</u>	<u>Work #</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

IMPORTANT: READ AND SIGN BELOW

The undersigned will at all times indemnify and keep indemnified the surety and save harmless the surety from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the surety shall at any time sustain or incur as well as from all orders, decrees, judgments and adjudication against the surety by reason or in consequence of having executed such bond or undertaking on behalf of and/or at the instance of the indemnitor(s) (or any of them) and will pay-over, reimburse and make good the surety, its successors and assigns all sums and amounts of money required to meet every claim, demand, liability, cost, expense, suit, order, degree payment and/or any other bonds or undertaking executed on behalf of and/or at the instance of the indemnitor and before the surety shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the surety may pay or incur in any legal proceedings, including proceedings in which the surety may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.

I have read and do understand the terms and conditions listed above. I accept the responsibility of insuring that _____ (Def Name) is present for all of his/her court appearances on bonds totaling \$ _____ (Total Amount of Bonds).

X _____
CO-SIGNER /INDEMNITOR (SIGN HERE)

DATE

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this "Agreement) is made effective on **the date set out below by and between** _____ **(Defendant/Principal),** _____ **(Indemnitor) and Alexis**

Bail Bonds/Bustin Out Bail Bonds by Alexis (Surety). Principal and Indemnitor make application to Surety for the execution of one or more Bail Bonds in the penal amount of _____ for Defendant/Principal (and in consideration of Surety arranging for execution or continuance of the Bail Bond(s), Principal and Indemnitor do jointly and severally agree as follows:

WHEREAS, the Principal has entered into an agreement with the Surety to make certain payments as premium for the posting of one or more bail bonds on his/her behalf. Further, the Principal has agreed to appear for court as ordered by the trial court.

WHEREAS, the Surety has posted one or more Bail Bonds on behalf of the Principal to authorize his release from jail awaiting resolution of the underlying criminal case or cases.

WHEREAS, the Principal and the Indemnitor desire to indemnify Surety from any losses, claims and/or litigation arising out of any breach of the Principal's obligations relating to the bonds posted and specifically but not limited to if the Principal fails to appear for court and any of the bail bonds posted are forfeited by the trial court.

TERMS:

INDEMNIFICATION. The Principal and the Indemnitor shall fully defend, indemnify, and hold harmless Surety from any and all payments, claims, lawsuits, demand, causes of action, liability, loss, damage and/or injury, of any kind whatsoever whether brought by an individual or other entity including but not limited to any claim by the State or imposed by a court of law or by administrative action or any federal, state or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions negligence or willful misconduct on the part of Defendant/Principal and any claim arising from the Defendant/Principal failure to comply with his or her agreement to make any and all premium payments and his or her agreement to appear as required by a court of law. This indemnification also applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses including court costs and any bounty hunter fees incurred. The parties also agree in the event of forfeiture that the indemnitor will reimburse Surety for all legal fees, expenses, and administrative costs which is agreed to be \$450.00 per forfeiture. The parties agree that if any payment is not made timely under this agreement, that the Surety may add interest at the rate of 10%

per annum from the date the bond was written until the amount is finally paid.

AMENDMENT; MODIFICATION. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing and signed by all parties to this agreement.

WAIVER. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom estoppel, or otherwise.

ATTORNEYS' FEES. If any legal action or other proceeding is brought in connection with this Agreement, the Surety will be entitled to recover reasonable attorneys' fees in the amount of \$250.00 or 45% of the amount owed, whichever is higher, in addition to any other relief to which the Surety is entitled.

ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements to the contrary.

ENFORCEABILITY, SEVERABILITY, AND REFORMATION. The intent of the Parties is to provide as broad an indemnification as possible under Texas Law. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, the remaining provisions shall continue to be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of the State of Texas, without regard to any conflict of law provisions.

EXCLUSIVE VENUE AND JURISDICTION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the state courts of Montgomery, Texas. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that is brought in any other jurisdiction or venue.

This agreement shall be effective as this _____ day of _____, 20 _____.

Indemnitor:

PROMISSORY NOTE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, I as principal, promise to pay to the order of Alexis Bail Bonds/Bustin Out Bail Bonds by Alexis at 107 Cartwright Road in Conroe, Texas 77301, the sum of \$ _____ in lawful money of the United States of America, with interest thereon at the rate of ten percent (10%) per annum from this date until paid.

PAYMENT OF PRINCIPAL. This Promissory Note and any accrued but unpaid interest shall be due and payable in full as follows at the election of the holder: (1) Without demand or notice upon the FORFEITURE of the Bail Bond written and filed for _____ in Cause No. _____ or any other case to which this bond may be legally transferred; or (2) upon DEMAND upon one maker of this note and such demand shall be sufficient notice as a demand upon all said makers, whether made orally or in writing.

REMEDIES. It is expressly agreed and provided that after this note becomes due and payable, the holder hereof may agree to accept partial payments or payments in installments and such agreement or payments shall not affect the liability of the other makers who shall remain bound for the payment hereof. No delay or omission on the part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Alexis Bail Bonds/Bustin Out Bail Bonds by Alexis shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Alexis Bail Bonds/Bustin Out Bail Bonds by Alexis. No delay on the part of the Payee hereof and/or any failure to exercise any rights herein or hereunder shall operate as a waiver of such rights of Payee.

EXPENSES. It is expressly agreed and provided that upon default in the punctual payment of this note when it becomes due and payable (punctual payment shall mean not to exceed five days after the note becomes due and payable as provided above) then additional sums will be due and will include the following: (1) an administrative fee in the amount of \$450.00 to cover the administrative expenses of Alexis Bail Bonds/Bustin Out Bail Bonds by Alexis including the monitoring of bond after forfeiture and the legal expenses for that underlying forfeiture proceeding; and (2) attorneys' fees for any collection proceeding, which in no event shall be less than forty-five (45%) percent of the principal and interest then owing. This Note shall be governed by, and construed in accordance with, the laws of the State of Texas. This promissory note is to be performed in Montgomery, Texas.

MISCELLANEOUS. Principal hereby acknowledges receipt of a copy of this Promissory Note and has read and understands the provisions of same before signing it. The provisions of this note are severable and if for any reason any provision on this note shall be declared invalid or unenforceable, then such provision or provisions shall be considered as not written and the other provisions of this note shall remain valid and enforceable. Maker may not assign any of his or her rights without the prior written consent of **Alexis Bail Bonds/Bustin Out Bail Bonds by Alexis**. It is agreed that Alexis Bail Bonds/Bustin Out Bail Bonds by Alexis may assign this note at any time without the consent of the Maker.

I UNDERSTAND THE MOMENT THE DEFENDANT MISSES COURT I WILL OWE \$350 PER CASE FOR COURT COSTS THE DAY OF THE COURT DATE. THE FULL BOND IS DUE WITHIN 10 DAYS OF FAILURE TO APPEAR. BOUNTY HUNTER FEES ARE DUE BY THE COSIGNER AS SOON AS DEFENDANT IS APPREHENDED WITH A MINIMUM OF \$300 OR 10% WHATEVER IS GREATER PLUS ANY CONFIDENTIAL INFORMANT FEES PAID OUT BY THE SURETY. _____ INITIALS

DATED, this _____ day of _____, 20_____.

Principal

Address

Phone No.