

THIS AGREEMENT made between the undersigned _____
(hereinafter called Principal(s) and BROOKE'S BAIL BONDING, LLC (hereinafter called Company).

WITNESSETH:

WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the instance of the Principal(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 Principal(s) covenant(s) and agree(s) with the Company as follows:

1. The Principal(s) will pay to the Company, or its duly authorized agent, the premium(s) specified in said application at the time and in the amounts therein stated.
2. The Principal(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 Principal(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, cost expense, suit, order, decree payment and/or adjudication against the Company by reason of the execution of such bond or undertaking and any other bonds or undertaking executed in behalf of and/or at the instance of the Principal(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 the charge for any legal fees and/or disbursements incurred in earlier proceeding.

3. The Principal(s) will immediately notify the Company at its principal office in the city of Nashville, Tennessee, and at its Bail Bond Department, Nashville, Tennessee of the 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 Principal(s) of the fact and amount of the liability of the Principal(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 Principal(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 Reinsurers as their respective interests may appear.

6. The Company shall have the right at any time, without notice to the Principal(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 or assume, in whole or in part, the obligation of the Company under any such bond or undertaking and thereon 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 Principal(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 in the event of new criminal charges, and it shall not be necessary for the Company to give the Principal(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 any 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 Principal(s).

8. The Principal(s) hereby authorize(s) any attorney of any court of 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 Principal(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Principal(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 in paragraphs 1,2, and 7 referred to, 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 Principal(s) in order to carry into effect the authority hereinabove given in as full and ample a manner as the Principal(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 Principal(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 or of the United States, now in force or hereafter enacted.

9. This instrument shall be binding not only upon the Principal (or Principals, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Principal(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 Principal(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of introducing 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 Defendant on any such bond or undertaking before having recourse against the Principal(s) or any of them, the Principal(s) hereby expressly waiving the benefit of 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 Principal.

13. The acceptance of this Agreement and of the Principal(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 constructions or enforcement this instrument shall not be void or vitiated thereby 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 immediate surrender of the defendant without any liability for the return of any part of the premium.

16. This authorizes any bank, insurance company, employer (past or present), the telephone company, cable television company, state government agency, local government agency, United States government agency, including by not limited to any branch of the armed services, Immigration and Naturalization Service, Veteran's Administration, health care facility or practitioner, attorney, accountant, or any other person or entity to furnish full and complete reports and information concerning me which is hereby requested for the undersigned by a representative of the Company. This authorization also includes the examination and copying of any information, including opinions. This authorization is given for a valuable consideration and may be recorded in the Register's Office or other appropriate office. This authorization shall be valid for as long as the Company is liable for any bond or judgement on behalf of any bond for the Principal, and , if the Company has paid any amount or incurred liability of any amount because of any bond of the Principal or if any amount is still owed to the Company by the Principal or any Co-Principal(s), this authorization shall be valid for as long as such debt is owing or until the Company has been fully reimbursed for all amounts it has paid or for which it has incurred a liability. This authorization can only be revoked or withdrawn by agreement with the Company.

I hereby release any such above-listed entity from any liability which may be incurred in releasing this information to the Company or its agent or representative including liability under any Federal law, including but not limited to Title 5, Section 522-A of the USC, commonly known as the Privacy Act. Your full cooperation is requested.

PRINCIPAL

CO-PRINCIPAL

CO-PRINCIPAL

Sworn to and subscribed before me this _____ day of _____, 20 ____.

NOTARY PUBLIC

BROOKE'S BAIL BONDING, LLC
BONDING COMPANY

My Commission Expires: _____

AGENT