

INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned indemnitor ("Indemnitor" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing Roche Surety And Casualty Co., Inc. ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) (singularly or collectively the "Bond") for _____ ("Defendant"), using power of attorney number(s) (if known)

_____ (First Middle Last), in the total amount of _____ Dollars (\$ _____) in the _____ Court of _____.

1. INDEMNITOR NAME AND ADDRESS RELATIONSHIP TO DEFENDANT

Name _____ (First Middle Last) Nickname/Alias _____
 Home Phone # _____ Cell Phone # _____ Work Phone # _____
 Email _____
 Current Home Address _____ How Long? _____
 Rent or Own? Landlord _____
 Former Home Address _____ How Long? _____
 Rent or Own? Landlord _____

2. PERSONAL DESCRIPTION

Date of Birth _____ Where Born _____ Sex _____ Race _____
 (City and State)
 Social Security # _____ Driver's License # _____ Issuing State _____
 How Long in U.S.? _____ U.S. Citizen? Yes No Nationality _____ Alien # _____
 Union? _____ Local # _____
 Military Service: Branch _____ Active? _____ Discharge Date _____
 Additional Notes: _____

3. EMPLOYMENT

Occupation _____ Employer _____ Work Phone: _____
 How Long? _____ Employer Address _____ Supervisor's Name: _____

4. MARITAL STATUS

Married Divorced Separated Widowed Single Cohab
 Spouse/girl/boyfriend's Name _____ How Long Married/Together? _____
 (First Middle Last)
 Address (if different) _____
 Email _____ Social Security # _____
 Home Phone # (if different) _____ Cell Phone # _____
 Occupation _____ Employer _____ How Long? _____ Employer Phone # _____

5. AUTOMOBILE

Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____
 Where Financed? _____ Amount Owed? \$ _____

6. REFERENCES

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

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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, debts (including promissory notes), damages, judgments, interest, premiums, services charges, 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 including, without limitation, premium charges, 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 grants 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 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

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:</p> <p>ROCHE SURETY AND CASUALTY CO., INC. 4107 N. HIMES AVENUE, 2ND FLOOR TAMPA, FLORIDA 33607</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p> <p align="center">Brunys Bail Bonds INC 1927 W. 4th St Wilm, DE 19805 Tel: 302-661-2940 Fax: 302-655-3849</p>
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DELAWARE ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT

This Delaware 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.

1. Collateral will be returned to the person whose name appears as Depositor on the Collateral Receipt (or to the Depositor's assignee or designated representative) as soon as the obligation is discharged and all fees owed to the bail producer and Surety have been paid.

2. The bail producer may require you or the Defendant, to provide, at your expense, financing statements, motor vehicle titles with a lien stamp or similar evidence that may be necessary to establish a lien interest in any personal property as collateral.

3. Upon release or exoneration of the bail obligation, the bail producer will provide the release documents required to discharge any lien of record obtained under the previous paragraph.

4. Any amount of collateral that exceeds the amount of the bail forfeited by the Defendant will be returned to the person whose name appears as Depositor on the Collateral Receipt immediately after forfeiture, subject to a reduction for fees, if any, owed to the bail producer or Surety.

5. You shall reimburse the bail producer and Surety, and the bail producer shall have a right of action against you and the Defendant, for actual expenses incurred in good faith, by reason of the Defendant's breach of any of the terms of the Bail Bond Application and Agreement.

6. 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.

7. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of Delaware.

Signed, sealed and delivered this [] day of [], 20 []
Signature of Indemnitor []
Printed Name of Indemnitor []



**DELAWARE ADDENDUM
TO
BAIL BOND APPLICATION AND AGREEMENT**

This Delaware Addendum (“Addendum”) is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant (“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. You shall reimburse the bail producer and Surety, and the bail Producer and Surety shall have a right of action against you and your Indemnitor, for actual expenses incurred in good faith, by reason of your breach of any of the terms of the Agreement. Such reimbursement or right of action may not exceed the amount of the Bond, and any reasonable expenses that may be verified by receipt, which may not in total exceed the amount of the Bond, and that were incurred in good faith by the bail producer by reason of your breach.

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 Bail Bond Application and Agreement entered into the State of Delaware.

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

Signature of Indemnitor _____

Printed Name of Indemnitor _____



ROCHE SURETY AND CASUALTY CO., INC.
 4107 N. Himes Avenue • 2nd Floor • Tampa, FL 33607
 (813) 623-5042 • (800) 789-3899 • Fax (813) 623-5939

PROMISSORY NOTE

No. _____ \$ _____

City Wilm, State DE, Date _____

On demand, _____ after date,
 for value received, _____ Promise to pay to the order of **ROCHE SURETY AND CASUALTY CO., INC.**

_____ DOLLARS,
 at Brunys Bau Bonds City Wilm, State DE

with interest thereon at the rate of 18 percent, per annum, from FTA
 until fully paid. Interest payable semi-annually. 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 payments to bear interest from maturity at 18 percent, per annum, payable semi-annually.

It is further agreed and specifically understood that this note shall become null and void in the event the said defendant Defendants Name -

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 _____

Witness _____

Date _____



BRUNYS BAIL BONDS
FUGITIVE FEE AGREEMENT
1927 W. 4TH ST WILMINGTON, DE 19805

DEFENDANT NAME: _____

TOTAL BAIL AMOUNT: _____

BRUNYS BAIL BONDS MAY CHARGE A FUGATIVE FEE WHICH IS:

1. The greater of \$1500.00 or 10% of the bail amount for a fugitive fee for any defendant who fails appear as directed by the court who is either apprehended or located in custody within the State of Delaware.

OR

2. The greater of \$1500.00 or 20% of the bail amount for a fugitive fee for any defendant who fails appear as directed by the court who is either apprehended or located in custody outside of the State of Delaware.

3. I/WE agree that in the event of a missed court appearance by the defendant, Brunys Bail Bonds may use whatever tracking means available and WE/I will permit any Bail Enforcement Agents or other Representative of Brunys Bail Bonds to enter to search my residence, automobile and/or work place too search for an apprehended the defendant.

Indemnitor Signature: _____

Indemnitor Printed Name: _____

Date: _____

Witness Signature: _____

Witness Printed Name: _____

Date: _____

Brunys Bail Bonds

BRUNYS BAIL BONDS CUSTOMER DISCLOSURE FORM
1927 W. 4TH ST WILMINGTON, DE 19805
302-661-2940

The indemnitor and defendant understand that prior to posting you **MUST** pay up **20%** of the cash bail UP front and no more than **30%** total, also no less than **\$200.00** minimum for any cash bails, and no less than **\$125.00** for any secured bails. All money paid to Brunys Bail Bonds is non-refundable.

IMMIGRATION, DETAINERS, VIOLATION OF PROBATION, NEW CASES OR BAILS THE STATE DOES NOT MAKE US AWARE OF.

PLEASE ALSO BE ADVISED THAT ANY BAIL POSTINGS MAY TAKE UP TO 48 BUSINESS HOURS (EXCLUDING HOLIDAYS) TO VERIFY AND APPROVE.

ONCE BAIL IS POSTED WE HAVE PROVIDED AND COMPLETED OUR SERVICES ON EACH CONTRACT.

In the event collateral is given to Brunys Bail Bonds, it may take up to 10 business days to return to the individual who provided such collateral, after defendant provides a certified copy of disposition from the court to Brunys Bail Bonds.

Be advise that Brunys Bail Bonds can and will use any form or type of electronic monitoring to ensure defendant complies with bond conditions and appear for all court dates.

SIGN ON BACK



INDEMNITOR: _____

DATE: _____

INDEMNITOR: _____

DATE: _____

WITNESS: _____

DATE: _____

DEFENDANT: _____

DATE: _____

WITNESS: _____

DATE: _____

BRUNY'S BAIL BONDS

INDEMNITOR

The following statements identify the Indemnitor responsibility concerning the Defendant bail with Bruny's Bail Bonds.

Twice weekly check-ins are mandatory to be made on Tuesdays and Fridays between 9am-5pm. For any reason defendant misses or is late, such as after 5 or the next day, we charge \$25. The defendant is to make check-ins every Tuesdays and Friday electronically or in person unless stated otherwise in writing. This is required so that we will know the status of your case and to know the defendant did not jump bail.

Initials: _____

Until the final disposition of the case by the court, defendant must not leave your state or residence without notifying this office first. It is our responsibility to supervise you while you are released on our bond.

Initials: _____

In the event you have a telephone number or address change, you must notify this office with the updated information. Telephone calls from this office must be returned within 24 hour period. If you do not provide this information or return a call back to this office the company will assume you are a flight risk and your bail will be revoked.

Initials: _____

The defendant is responsible for making their weekly and bi-weekly payment towards the remaining balance of the payment plan contract. Payments are expected to be made on or before the due date by 5pm. Unless other arrangements were made previously. Any payment not timely received will be charged a \$25 late fee.

Initials: _____

The Indemnitor understand that there is a charge of \$100 for any cancellation prior to the posting of bond. Also, travel fees of \$50 are added for Kent County bails that are being posted and \$75 for Sussex County bails. You also understand that all payments made by credit and debit cards are subject to additional transaction fees.

Initials: _____

The Indemnitor agrees to receive a phone call for any reason the defendant cannot be contacted.

Initials: _____

Please be advised that prior to posting you must pay 20% of any cash bail up front and no more than 30% of a cash bail and no less than 200.00 minimum for cash and no less than 125.00 minimum for Secured Bail. All monies paid to Bruny's Bail Bonds is non-refundable **EXAMPLE: IMMIGRATION, DETAINERS, VOP, NEW CASES OR BAILS THE STATE DOES NOT MAKE US AWARE OF. ONCE BAIL IS POSTED WE HAVE PROVIDED AND COMPLETED OUR SERVICES ON EACH CONTRACT.**

Initials: _____

The Indemnitor understands that at ANY given time Recovery Agents can and will visit/search your home and work place if the Defendant jumps bail until he is apprehended.

Initials: _____

The Indemnitor agrees that if for any reason the defendant does not follow the conditions of his/her bail the Indemnitor understands that the bail can be revoked. The Indemnitor understands that they are responsible to ensure that the Defendant makes all court's appearance and that you will be contacted upon any missed court appearance.

Initials _____

THE DEFENDANT UNDERSTANDS THAT IF ANY OF THESE POLICIES SET FORTH BY BRUNYS BAIL BONDS ARE VIOLATED OR IF DEFENDANT PROVIDES FALSE OR MISLEADING INFORMATION, THE BAIL CAN BE REVOKED. A REPRESENTATIVE OF THIS COMPANY CAREFULLY EXPLAINED THIS ACKNOWLEDGEMENT AND ALL OTHER POLICIES TO YOU AND YOU AGREE TO ALL POLICIES OF THE BAIL. BRUNYS BAIL BONDS MAY REVOKE THIS BOND AT ANY TIME FOR ANY REASON AND THERE WILL BE NO REFUND OF PREMIUM PAID. DEFENDANT AGREES THAT MAY BE APPREHEMDED AT ANY TIME AND HELD UNTIL THE BOND CAN BE REVOKED BY THE COURT.

Initials: _____

Indemnitor Signature: _____ Date: _____

Witness Signature: _____ Date: _____

DISCLOSURE FOR CONFESSION JUDGEMENT

The Debtor authorizes the entry of judgment against Debtor in any Court of the State of Delaware in and for New Castle County, Kent County, and Sussex County and in the United States District Court for the District of Delaware, upon the occurrence of an Event of Default for up to \$ _____ and any increases defined in the promissory note, plus the costs and expenses incurred in the enforcement of the Promissory Note.

I acknowledge that the Confession of Judgement described herein permits Bruny's Bail Bonds to enter a judgement against me without notice or opportunity for a hearing, this waiver is entered knowingly, voluntarily and intelligently.

WHEREAS, as set forth herein and in the promissory note executed on _____ this affidavit is executed as a result of that said Agreement; and

Debtor, pursuant to 10 Del. C. 2306, swears to the following:

- (1) Judgement may be entered in the amount of \$ _____ plus any other amount owed pursuant to Promissory Note;
- (2) Bruny's Bail Bonds, upon default of the Promissory Note, is hereby authorized to enter judgement in any court in the state of Delaware; and
- (3) Debtor's **mailing address** and residence where debtor is most likely to receive mail is as follows:

I hereby swear to the above statements in the presence of a notary and I hereby acknowledge that I am not under duress nor undue influence.

DEBTOR SIGNATURE

Printed Name: _____

Defendant Signature: _____

Printed Name: _____

On this _____ day of _____, 20____ before me personally appeared _____, being duly sworn did say that he/she acknowledged to be a free act and deed.

Commission Expires _____ NOTARY PUBLIC _____ Printed Name

Defendant
Additional Questions

1. Facebook: _____
2. Instagram: _____
3. Mailing address: _____

Indemnitor
Additional Questions

1. Probation: _____
2. Mailing address: _____
3. Social Media: _____
4. Mother reference: _____
5. Father reference: _____

Bail Producer Stamp:

Insurer: Roche Surety And Casualty Co., Inc.
4107 N. Himes Avenue, 2nd Floor
Tampa, Florida 33607
Toll Free: 800.789.3899



**PROMISSORY NOTE FOR
ADDITIONAL FUTURE PAYMENTS OF COLLATERAL**

\$ _____

Date: _____

Power No. _____

City: _____ State: _____

1. FOR VALUE RECEIVED, I (we), the undersigned Debtor(s), jointly and severally (together and separately), promise to pay to the order of _____ ("Collateral Holder") the principal sum of _____ (\$ _____) as collateral for the bail bond ("Bond") of _____ ("Defendant"). Payments shall be made at _____ or at such other place as Collateral Holder may from time to time designate in writing according to the following payment plan:

Payment #1: Amount of payment \$ _____	Date payment due: _____
Payment #2: Amount of payment \$ _____	Date payment due: _____
Payment #3: Amount of payment \$ _____	Date payment due: _____
Payment #4: Amount of payment \$ _____	Date payment due: _____

For any additional payments, please see attached schedule.

2. The entire amount of the then outstanding balance under this note shall become due and payable immediately under any one or more of the following events: (i) upon Defendant's failure to appear in the court for which the Bond was posted at any time required by such court; (ii) upon forfeiture of the Bond; or (iii) if any payment is not received by Collateral Holder within ten days following its due date or is returned for insufficient funds, stopped or refused for any reason upon presentment to a financial institution.

3. I (we), jointly and severally (together and separately), hereby waive presentment, protest and demand, notice of protest, dishonor and nonpayment of this note, and expressly agree that, without in any way affecting my (our) liability under this note, Collateral Holder may (i) extend the due date or the time of payment of any payment due under this note, (ii) accept security or partial payments, (iii) release any party liable under this note or any guarantee of this note and (iv) release any security now or later securing this note. The failure of the Collateral Holder to enforce any provision of this note, or to declare a default under this note, shall not be construed as a waiver or modification of the terms of this note, and shall not impair the right of the Collateral Holder to declare a default or to strictly enforce the terms of this note.

4. This note shall become null and void only if all of the following are satisfied: (i) Defendant appears in the court for which the Bond was posted at all times required by such court; (ii) Defendant fulfills all conditions of the Bond; (iii) Surety is discharged and exonerated from all liability under the Bond; and (iv) all premium amounts and obligations under the Bond have been paid or satisfied. Otherwise, this note shall remain in full force and effect.

5. If any portion of this note or any application of such provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other applications of such provision or the remaining provisions which shall, to the fullest extent, remain in full force and effect. Any amendment or modification of this note must be in writing and signed by both Collateral Holder and me (us).

6. I (we) agree to all terms and conditions of this note and acknowledge receipt of a copy of this note. I (we) also agree to pay all collection costs including, without limitation, court costs, reasonable and actual attorneys' fees and expenses, and any other fees permitted by applicable law.

Witness(es):

Debtor(s):

Print Name

Print Name

Signature

Date

Signature

(Seal)

Date

Print Name

Print Name

Signature

Date

Signature

(Seal)

Date

CREDIT CARD NON-DISPUTE & AUTHORIZATION AGREEMENT FOR BAIL POSTING SERVICES

Date: ___/___/___ Bail Transaction For: _____ Date of Birth: _____

Bond Amount: \$ _____

Total Amount Charged \$ _____

Payment Plan Amount \$ _____

Name of Card Holder: _____

Credit Card Billing Address of Card Holder:

Driver's License or State ID number: _____ State of _____ Expiration Date: ___/___/___

Card Holders Email Address The Bank Has: _____

Telephone No.: _____

Credit Card No.: _____

Expiration Date: ___/___/___ CVV No: _____ (3 digit number on back of card).

Amount of Today's Charge: _____ Dollars \$ _____

Card Type: Visa__ MC__ Discover__ Authorization # _____

I hereby authorize the charging(s) of my credit card above as indicated. By acknowledging and signing this agreement, I hereby forever and irrevocably relinquish any right to dispute this and any future transaction in any way, now or in the future. By signing this credit card non-dispute and authorization form I am also granting Bruny's Bail Bonds permission to charge any of my credit cards and the use of my signature on file for any additional charges that may arise in the future pertaining to my obligation for this \$ _____ bail(s). I accept and agree to all of the bail terms and financial obligations as stated in the bail Indemnity Agreement and/or Promissory Note associated with my obligations and I acknowledge that they are incorporated into this agreement for future charges. I have received, to my full satisfaction, all services and/or products relating to the transaction above.

I have read and agreed to all of the above;

Credit Card holder's signature, _____