

INDEMNITOR APPLICATION

DATE:

NAME OF DEFENDANT:AGENT:

INDEMNITOR FULL NAME:DOB:SSN:

PHYSICAL ADDRESS:PHONE:CELL NO:

EMAIL ADDRESS:

LENGTH AT ADDRESS:RENT/BUY/OWN:NAME OF APTS:

LENGTH IN HOUSTON:FROM:BORN:

DRIVERS LICENSE:ADDRESS ON DL:

EMPLOYER:ADDRESS:

EMPLOYER PHONE:POSITION:HOW LONG:

SPOUSE:ADDRESS (IF DIFF):

SPOUSES EMPLOYER:ADDR:PHONE:

RELATIONSHIP TO DEFENDANT:HOW LONG KNOWN:

REFERENCES List relationship to Indemnitor in the parentheses - Example: sister, parent, cousin etc.

() ADDR:PHONE:

EMPLOYER:ADDR:PHONE:

() ADDR:PHONE:

EMPLOYER:ADDR:PHONE:

() ADDR:PHONE:

EMPLOYER:ADDR:PHONE:

() ADDR:PHONE:

EMPLOYER:ADDR:PHONE:

LIST ANY COLLATERAL HELD:

I HAVE READ THE ABOVE APPLICATION AND VERIFY THAT ALL STATEMENTS AND REPRESENTATIONS CONTAINED THERIN ARE TRUE. I FURTHER STATE THAT I AM THE OWNER OF ANY COLLATERAL POSTED BY ME AND THAT I UNDERSTAND THAT SURETY WILL MAINTAIN A SECURITY INTEREST IN SAID COLLATERAL UNTIL THE CRIMINAL CASES AGAINST DEFENDANT ARE DISPOSED OF AND ALL LIABILITY DISCHARGED. I UNDERSTAND THAT FALSIFYING THIS DOCUMENT IS GROUNDS FOR SURRENDER OF THE BAIL BONDS WITHOUT NOTICE OR REFUND AND ALSO THAT CRIMINAL CHARGES MAY BE FILED AGAINST ME FOR ANY DELIBERATE MISTRUTH. I GIVE JOHNNY BALLARD AND HIS AUTHORIZED AGENTS PERMISSION TO VERIFY ANY INFORMATION ON MY APPLICATION.

X

INDEMNITOR

DEFENDANTS INFORMATION:

ADDRESS:LENGTH AT ADDRESS:RENT/BUY:

PHONE:WORK:

POSITION:LENGTH AT JOB:

Additional premium required after one calendar year Initial

INDEMNITY AGREEMENT

JOHNNY BALLARD (HEREINAFTER CALLED SURETY), AT THE REQUEST OF THE UNDERSIGNED, AND UPON THE SURETY HEREOF, HAS OR IS ABOUT TO BECOME SURETY ON AN APPEARANCE BOND FOR _____ (HEREINAFTER CALLED PRINCIPAL), IN THE SUM OF \$ _____ COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES. IF MORE THAN ONE BOND IS MADE OR HAS BEEN MADE, THEN THIS AGREEMENT SHALL EXTEND TO AND COVER ALL SUCH BONDS AND THE TERS OF THIS AGREEMENT SHALL APPLY AND BE ENFORCEABLE AGAINST EACH BOND INDIVIDUALLY OR AS A GROUP. NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND THE FURTHER CONSIDERATION THAT THE SURETY WOULD NOT EXECUTE THE ABOVE REQUESTED BOND OR BONDS IN ANY AMOUNT WITHOUT THE INDEMNITY OF THIS AGREEMENT, THE UNDERSIGNED, WHETHER ONE OR MORE, DO HEREBY UNDERTAKE, AGREE AND BIND THEMSELVES, THEIR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AS FOLLOWS:

INDEMNITORS RESPONSIBILITY FOR DEFENDANT

1. THE UNDERSIGNED WILL HAVE THE AFORESAID PRINCIPAL BEFORE THE PROPER COURT FROM DAY TO DAY AND FROM TERM TO TERM AS MAY BE ORDERED OR REQUIRED BY THE COURT TO WHICH THE CASE OR BOND MAY BE TRANSFERRED. SURETY HAS NO LIABILITY OR OBLIGATION TO INFORM OR TO KEEP THE PRINCIPAL OR THE UNDERSIGNED INFORMED OF ANY SUCH DATES OR TIMES THE PRINCIPAL MAY BE REQUIRED TO APPEAR IN ANY COURT OR FOR ANY HEARING, THIS BEING THE SOLE RESPONSIBILITY OF PRINCIPAL AND THE UNDERSIGNED.

INDEMNITORS LIABILITY TO SURETY

2. THE UNDERSIGNED WILL AT ALL TIMES INDEMNIFY AND SAVE SURETY HARMLESS FROM AND AGAINST EVERY CLAIM, DEMAND, LIABILITY, COST, CHARGE, COUNSEL FEE, EXPENSE, SUIT, ORDER, JUDGEMENT OR ADJUDICATION WHATSOEVER WHICH THE SAID SURETY SHALL OR MAY FOR ANY CAUSE SUSTAIN OR INCUR BY REASONOR IN CONSEQUENCE OF SURETY HAVING EXECUTED SAID BOND OR UNDERTAKING, AND WILL, UPON DEMAND BY SURETY, PLACE THE SURETY IN FUNDS TO MEET EVERY CLAIM, DEMAND, LIABILITY, COST, CHARGE, COUNSEL FEE, EXPENSE, SUIT, ORDER, JUDGEMENT OR ADJUDICATION AGAINST IT BY REASON OF SUCH SURETY SHIP, AND BEFORE, SURETY SHALL BE REQUIRED TO PAY THE SAME.

PROOF OF PAYMENT TO SURETY

3. THE VOUCHER, STATEMENT, CHECK OR OTHER EVIDENCE OF ANY PAYMENT MADE BY SURETY OR ON BEHALF OF SURETY BY REASON OF SUCH SURETY SHIP, SHALL BE CONCLUSIVE EVIDENCE OF SUCH PAYMENT AGAINST THE UNDERSIGNED AND THE UNDERSIGNEDS ESTATE, BOTH AS THE PROPRIETY THEREOF AND AS TO THE EXTENT OF THE LIABILITY THEREOF FROM THE UNDERSIGNED TO SURETY.

LIABILITY CONTINUES IF CASES REFILED OR TRANSFERRED

4. IF THE PRINCIPALS CASE IS DISMISSED AND REFILED UNDER A NEW CASE NUMBER OR IF THE PRINCIPAL SHALL BE CHARGED, RECHARGED INDICTED OR RE-INDICTED, FOR THE SAME OR SIMILAR OFFENSE, THE UNDERSIGNED HEREBY ACKNOWLEDGES ALL THE LIABILITY UNDER THIS AGREEMENT AS IF IT WERE THE ORIGINAL CASE AGAINST THE PRINCIPAL, IT BEING THE INTENTION OF THE PARTIES HERETO THAT THE UNDERSIGNED SHALL REMAIN LIABLE TO SURETY SO LONG AS THERE REMAINS ANY LIABILITY, POTENTIAL LIABILITY OR LOSS RESULTING FROM THE EXECUTION OF THE BOND OR BONDS MADE THE BASIS OF THIS AGREEMENT.

LIABILITY CONTINUES IF DEFENDANT IS SURRENDERED

5. THE SURETY MAY WITHDRAW FROM ITS SURETY SHIP AT ANY TIME IT APPEARS, IN THE SOLE DISCRETION OF SURETY, THAT THE PRINCIPAL IS ABOUT TO FLEE OR DOES NOT INTEND TO APPEAR IN COURT AS REQUIRED OR FOR ANY OTHER REASON DEEMED SUFFICIENT BY SURETY, OR IF ANY INDEMNITOR BECOMES INSOLVENT OR REFUSES TO COOPERATE WITH SURETY IN ANY MANNER IN CONNECTION WITH SAID BOND OR BONDS, HOWEVER, ANY WITHDRAWAL BY SURETY SHALL NOT TERMINATE THIS AGREEMENT AND THE LIABILITY HEREUNDER CREATED OF THE UNDERSIGNED TO SURETY. THIS SURRENDER OF PRINCIPAL DOES NOT TERMINATE THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE RETURNED TO SURETY AT THE TIME SURETY SHALL BE SATISFIED OF THE TERMINATION OF THIS LIABILITY UNDER SAID BOND OR BONDS, BUT SHALL BE RETAINED AND CONTINUED FOR ANY UNANTICIPATED LIABILITY THAT MAY OCCUR AT ANY TIME THEREAFTER.

INDEMNITOR MAY NOT TRANSFER PROPERTY POSTED AS COLLATERAL

6. THIS AGREEMENT HEREBY PROVIDES THAT SO LONG AS THERE IS ANY LIABILITY OR LOSS OF ANY NATURE TO SURETY UPON THE BOND OR BONDS REFERRED TO HEREIN, THE UNDERSIGNED WILL NOT MAKE ANY TRANSFER OR ANY ATTEMPTED TRANSFER OF ANY OF THE PROPERTY GIVEN AS SECURITY OR OF ANY INTEREST THEREIN, AND SURETY SHALL HAVE A LIEN UPON ALL THE PROPERTY OF THE UNDERSIGNED FOR ANY SUMS DUE IT OR FOR WHICH IT HAS BECOME, OR MAY BECOME, LIABLE BY REASON OF SAID SURETY HAVING EXECUTED THE BOND OR BONDS HEREIN REFERRED TO.

INDEMNITORS LIABLE BOTH JOINTLY AND INDIVIDUALLY

7. IF THERE BE MORE THAN ONE INDEMNITOR SECURING THE ABOVE MENTIONED APPEARANCE BOND OR BONDS, ALL LIABILITY SHALL BE JOINT AND SEVERAL, HOWEVER, RELEASE OR PAYMENT BY ONE SHALL NOT RELEASE ANY OTHER UNLESS EXPRESSLY STATED IN WRITING. A DEFAULT BY ANY INDEMNITOR SHALL BE ENFORCEABLE AND BINDING AGAINST AND UPON ALL OTHERS.

VENUE OF ACTION: LIABILITY OF ATTORNEYS FEES

8. THE UNDERSIGNED AGREES TO PAY REASONABLE ATTORNEY FEES INCURRED IN THE ENFORCEMENT OF THIS AGREEMENT WHICH IN NO EVENT SHALL BE LESS THAN FORTY PERCENT (40%) OF THE AMOUNT OF THE BOND OR BONDS WHICH THIS AGREEMENT SECURES AND INDEMNIFIES. VENUE OF ANY ACTION ON THIS AGREEMENT SHALL BE IN HARRIS COUNTY, TEXAS.

SURETYS RIGHT TO TRANSFER AGREEMENT

9. SURETY SHALL HAVE THE RIGHT TO TRANSFER AND/OR ASSIGN, IN WHOLE OR PART, ALL OF ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT. SUCH TRANSFER OR ASSIGNMENT MAY BE MADE TO A CORPORATION, SURETY COMPANY, INSURANCE COMPANY, INDIVIDUAL OR GROUP OF INDIVIDUALS, AND HOWSOEVER MADE ARE TO BE IN ALL THINGS RESPECTED AND RECOGNIZED BY THE UNDERSIGNED.

AGREEMENT ENFORCEABLE AS INDIVIDUAL SECTIONS

10. IF ANY PROVISION OR PROVISIONS OF THIS AGREEMENT BE VOID AND/OR UNENFORCEABLE UNDER THE LAWS OF ANY PLACE GOVERNING ITS CONSTRUCTION OR ENFORCEMENT, THIS AGREEMENT 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.

INDEMNITY AGREEMENT CONTAINS ALL TERMS OF AGREEMENT: RECOMMENDATION OF ATTORNEYS

11. THE UNDERSIGNED HEEBY ACKNOWLEDGES THAT THIS INDEMNITY AGREEMENT SETS FORTH ALL THE TERMS OF THE AGREEMENT BETWEEN SURETY AND THE UNDERSIGNED. ALL STATEMENTS, REPRESENTATIONS OR AFFIRMATIONS MADE BY SURETY AND/OR ITS AGENTS OR EMPLOYEES PRIOR TO OR CONTEMPORANEOUSLY WITH THE EXECTION OF THIS AGREEMENT ARE INCORPORATED HEREIN AND UNLESS HEREIN CONTAINED ARE OF NO FORCE AND EFFECT WHATEVER IN DETERMINING THE LIABILITY OF THE UNDERSIGNED UNDER THIS AGREEMENT. THE UNDERSIGNED HEREBY STATES THAT THE SAID SURETY, ITS AGENTS OR EMPLOYEES HAVE NOT RECOMMENDEDOR SUGGESTED ANY ATTORNEYS TO REPRESENT THE SAID PRINCIPAL IN ANY CAPACITY.

COLLATERAL AGREEMENT

12. THE UNDERSIGNED HEREBY GIVES SECURITY INTEREST IN THE FOLLOWING PROPERTY AS SECURITY FOR THE EXECUTION AND FAITHFUL PERFORMANCE OF THE ABOVE AGREEMENT AND SHALL SECURE THE PAYMENT OF ALL CLAIMS, DEMANDS, LIABILITIES, COSTS, CHARGES, LEGAL FEES, DISBURSEMENT AND EXPENSES, INCLUDING FAILURE TO PAY THE FULL AMOUNT OF BONDING FEE. THE UNDERSIGNED SHALL AT HIS OWN EXPENSE INSURE SAID PROPERTY FOR ANY THEFT, DAMAGE, LOSS, DISAPPEARANCE OR FAILURE OF SURETY TO SAID PROPERTY. SURETY SHALL USE REASONABLE CARE IN THE SAFEKEEPING OF SAID PROPERTY, HOWEVER, SHOULD THE SAME BE STOLEN, LOST, DAMAGED, DESTROYED OR DISAPPEAR IN ANY MATTER WHILE IN POSSESSION OR CONSTRUCTIVE POSSESSION OF SURETY, THE UNDERSIGNEDS EXCLUSIVE AND ONLY RECOURSE SHALL BE AGAINST THE INSURANCE POLICY AND THE UNDERSIGNED HOLDS THE SURETY HARMLESS FOR FAILURE TO RETURN SAID PROPERTY FOR ANY REASON WHATSOEVER, INCLUDING ANY NEGLIGENCE OF THE SURETY IN THE CARE, SAFEKEEPING OR RETURN OF SAID PROPERTY. THE UNDERSIGNED HEREBY GRANTS TO SURETY A SECURITY INTEREST AND MORTGAGES TO SURETY THE FOLLOWING DESCRIBED PROPERTY WHICH SHALL REMAIN IN THE POSSESSION OF SURETY UNTIL ALL LIABILITIES OF THE UNDERSIGNED HAVE BEEN DISCHARGED OR UNTIL SURETY VOLUNTARILY RETURNS THE SAME TO THE UNDERSIGNED:

DESCRIPTION OF PROPERTY:

IF THE PROPERTY OR ANY PART THEREOF GIVEN AS SECURITY UNDER THIS AGREEMENT IS CASH MONEY, THEN THE UNDERSIGNED HEREBY AGREES THAT SAID SURETY MAY COMMINGLE THE SAID FUNDS WITH ANY OTHER FUNDS OR PROPERTY OF ITS OWN AND HOLD THE SAME IN ANY FORM OR ANY ACCOUNT WITHOUT ANY DUTY TO KEEP THE SAME SEPARATE OR IN ANY FORM OF ESCROW AND IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT NO INTEREST OR INCREASE SHALL EVER BE DUE AND PAYABLE AT ANY TIME UPON SAID CASH MONEY SO LONG AS THE SAME IS RETAINED FOR ANY PURPOSE BY SURETY IN SECURING ALL THE TERMS OF THIS AGREEMENT AND UNTIL ALL LIABILITIES OF THE UNDERSIGNED HAVE BEEN FINALLY DISCHARGED. AT ANY TIME SURETY BELIEVES THE PROSPECT OF PAYMENT OF ANY OBLIGATION SECURED HEREBY OR THE PERFORMANCE OF THIS AGREEMENT IS IMPAIRED, SURETY MAY DECLARE THIS AGREEMENT TO BE IN DEFAULT. AT ANY TIME SURETY HAS BECOME OBLIGATED TO PAY OR HAS EXPENDED MONEY OR TIME TO SURRENDER THE DEFENDANT ON THE BOND OR BONDS OR HAS PAID ANY PORTION OF THE BOND OR BONDS OR ANY COSTS AFTER FORFEITURE, SURETY MAY MAKE A DEMAND FOR REINBURSEMENT UPON THE UNDERSIGNED, AND, UPON FAILURE TO SO REIMBURSE SURETY, THEN SURETY MAY DECLARE A DEFAULT AND PROCEED TO LIQUIDATE SAID SECURED PROPERTY, AT PUBLIC OR PRIVATE SALE, AND THE PROCEEDS USED TO REIMBURSE SURETY, AND THE BALANCE, IF ANY, TO BE USED AS CASH COLLATERAL TO SECURE ANY FURTHER LIABILITY UNDER THIS AGREEMENT. SURETY WILL GIVE THE UNDERSIGNED REASONABLE NOTICE OF THE TIME AND PLACE OF SALE AND IT SHALL BE CONCLUSIVELY PRESUMED THAT THE REQUIREMENTS OF REASONABLE NOTICE ARE MET IF SUCH NOTICE IS MAILED, POSTAGE PREPAID, TO THE ADDRESS OF THE UNDERSIGNED SHOWN AT THE END OF THIS AGREEMENT AT LEAST TEN DAYS (10) BEFORE THE TIME OF SALE OR DISPOSITION. SURETY SHALL HAVE ALL THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW AS WELL AS ANY ADDITIONAL RIGHTS AS PROVIDED HEREIN, ALL OF WHICH RIGHTS AND REMEDIES SHALL, TO THE FULL EXTENT PERMITTED BY LAW, BE CUMULATIVE. THE WAIVER OF ANY DEFAULT HEREUNDER SHALL NOT BE A WAIVER OF ANY SUBSEQUENT DEFAULT

INDEMNITORS DECLARATION OF TRUTH

THE UNDERSIGNED DECLARES THAT THE ANSWERS IN THE INDEMNITORS FINANCIAL STATEMENT AND APPLICATION FOR BAIL BOND ARE COMPLETE AND TRUE AND ARE THE BASIS FOR ISSUING SAID BOND. THE UNDERSIGNED AGREES THAT IF ANY OF SAID ANSWERS ARE INCORRECT OR UNTRUE, THE SAID SURETY HAS THE RIGHT TO SURRENDER SAID DEFENDANTS BOND WITHOUT FURTHER OBLIGATION, NOTICE OR LIABILITY ON THE PART OF SAID SURETY TO REFUND ANY PART OF THE BONDING FEE PAID FOR SAID BOND.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS DULY EXECUTED THESE PRESENTS THE _____ DAY OF _____, 20_____.

INDEMNITOR

MAILING ADDRESS

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC, HARRIS COUNTY, TEXAS

PROMISSORY NOTE

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, WE, OR EITHER OF US, AS PRINCIPALS, PROMISE TO PAY TO THE ORDER OF JOHNNY BALLARD IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, THE SUM OF \$_____ MONEY OF THE UNITED STATES OF AMERICA, WITH INTEREST THEREON AT THE RATE OF TEN PERCENT (10%) PER ANNUM FROM THE DATE UNTIL PAID.

THIS NOTE IS DUE AND PAYABLE IN FULL AS FOLLOWS AT THE ELECTION OF THE HOLDER: WITHOUT DEMAND OR NOTICE UPON THE FORFEITURE OF THE BAIL BOND(S) OF _____ CASE NUMBER(S) _____ OR ANY OTHER CASE TO WHICH THIS BOND MAY BE TRANSFERRED, CHARGED IN HARRIS COUNTY OR UPON DEMAND, AND A DEMAND UPON ONE MAKER OF THIS NOTE SHALL BE SUFFICIENT NOTICE AS A DEMAND UPON ALL SAID MAKERS, WHETHER MADE ORALLY OR IN WRITING.

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 (5) DAYS AFTER THE NOTE BECOMES DUE AND PAYABLE AS PROVIDED ABOVE) THEN AN ADDITIONAL SUM AS REASONABLE COLLECTION FEES SHALL BE ADDED TO SAID PRINCIPAL AND INTEREST, AND FURTHER, IF THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THEN THE UNDERSIGNED AGREE AND PROMISE TO PAY AN ADDITIONAL SUM AS A REASONABLE ATTORNEYS FEE, WHICH IN NO EVENT SHALL BE LESS THAN FORTY PRECENT (40%) OF THE PRINCIPAL AND INTEREST THEN OWING.

IT IS EXPRESSLY AGREED AND PROVIDED THAT AFTER THIS NOTE BECOMES DUE AND PAYABLE, THE HOLDER HEREOF MAY AGREE WITH ANY OF US TO ACCEPT PARTIAL PAYMENTS OR PAYMENTS IN INSTALLMENTS AND SUCH AGREEMENT OR PAYMENT SHALL NOT AFFECT THE LIABILITY OF THE OTHER MAKERS WHO SHALL REMAIN BOUND FOR THE PAYMENT HEREOF. VENUE OF ANY ACTION ON THIS NOTE SHALL BE IN HARRIS COUNTY, TEXAS.

IT IS EXPRESSLY AGREED AND PROVIDED THAT IF SUIT IS NECESSARY FOR COLLECTION OF THIS NOTE, THE HOLDER HEREOF MAY SUE ANY OR ALL OF THE UNDERSIGNED AND ANY PARTY NOT SERVED WITH CITATION THEREIN SHALL NOT BE RELEASED BUT SHALL REMAIN BOUND FOR THE PAYMENT HEREOF.

PRINCIPALS HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS PROMISSORY NOTE AND HAVE READ AND UNDERSTAND THE PROVISIONS OF SAME BEFORE SIGNING IT

DATED THIS _____ DAY OF _____, 20_____

PRINCIPAL

PRINCIPAL

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____, 20_____

NOTARY PUBLIC, HARRIS COUNTY, TEXAS