

AMERICAN WESTERN BONDING COMPANY

CARTHAGE, MO
417/358-8387

Court _____

Court Date _____

In consideration for American Western Bonding Company making my bond, I agree to the following:

- 1. I will not leave the jurisdiction of _____ County without prior written permission of the surety.
- 2. I will immediately notify American Western Bonding company before change of employment, address, or telephone number.
- 3. I will make every effort to retain an attorney.
- 4. I will make every effort to be lawfully employed.
- 5. I agree to check in weekly on Mondays between 9 a.m. and 4 p.m.
- 6. I understand that bond-jumping is punishable by up to five (5) years in *penitentiary*.
- 7. Failure to appear in court or pay required fine/cost is grounds for revoking my bond.
- 8. I understand that if my indemnifier(s) wishes to be released from my bond before disposition the surety may revoke my bond without notice to me.

I understand that violation of any of these agreements is grounds for revoking my bond. A copy of these agreements has been given to me.

Signed this _____ day of _____, 20_____

Defendant

Subscribed and sworn to before me the last date above written.

Agent

Executed _____, 20_____: Ten (10) days after date for value received, I/we promise to pay to the order of American Western Bonding Company _____ dollars

(\$_____) with interest at twenty (20) percent per annum after date until paid. This note is given for the purpose of securing American Western Bonding Company against a contingent liability by reason of the said American Western Bonding Company arranging, executing, continuing, or causing to be executed or continued, on the request of the undersigned, a bond or undertaking on behalf of (defendant) _____

and for the purpose of securing American Western Bonding Company against any and all losses, expenses, and damages by reason of the execution of any bond or undertaking in continuation of or in substitution for the said bond or undertaking.

Defendant and indemnitor signatures required below [X].

DEFENDANT _____ X INDEMNITOR _____ X

Anthony W. Clay II
American Western Bonding Company, Inc.
 331 E. 4th St. • Carthage, MO 64836
 (417) 358-8387

AGENT _____
 DATE _____

CASE NO. _____ CHARGE _____ COURT _____ BOND _____ POWER _____
 CASE NO. _____ CHARGE _____ COURT _____ BOND _____ POWER _____
 COLLATERAL _____ RECEIPT NO. _____

THE UNDERSIGNED HAVE THIS DAY EMPLOYED **American Western Bonding Co.** TO MAKE SECURE OR CAUSE TO BE MADE BAIL BOND FOR:

NAME _____ ALIAS OR NICKNAME _____
 FOR APPEARANCE IN _____ COURT ON _____ AT _____ A.M./P.M.
 ADDRESS (STREET) _____ APT. NO. _____ (CITY/STATE) _____ HOW LONG? _____
 OWN RENT LANDLORD/MORT. HOLDER _____ TELEPHONE NO. _____
 PREVIOUS ADDRESS (STREET) _____ (CITY/STATE) _____ HOW LONG? _____
 PREVIOUS ADDRESS (STREET) _____ (CITY/STATE) _____ HOW LONG? _____
 EMPLOYER _____ ADDRESS _____
 HOW LONG? _____ POSITION/TITLE _____
 PREVIOUS EMPLOYER/ADDRESS _____ HOW LONG? _____
 PREVIOUS EMPLOYER/ADDRESS _____ HOW LONG? _____
 DATE OF BIRTH _____ WHERE BORN? (CITY/COUNTY/STATE) _____
 SEX _____ RACE _____ HEIGHT _____ WEIGHT _____ EYES _____ HAIR _____
 IDENTIFICATION MARKS, SCARS, TATTOOS, ETC. _____
 DRIVERS LIC. NO. _____ STATE _____ SOC. SEC. NO. _____
 VEH. MAKE _____ YEAR/MODEL _____ BODY STYLE _____ COLOR _____ LIC. NO. _____
 CREDIT REFERENCE _____
 ATTORNEY _____ ADDRESS _____
 SPOUSE/EX-SPOUSE _____ ADDRESS _____
 FRIEND'S/SPOUSE'S EMPLOYER _____ ADDRESS _____
 HOW LONG? _____ POSITION/TITLE _____
 GIRLFRIEND/BOYFRIEND'S PARENTS _____

ADDRESS _____
 INDEMNITOR _____ ADDRESS _____
 EMPLOYER _____ ADDRESS _____
 HOW LONG _____ SOC. SEC. # _____ D/O/B _____
 PARENTS _____ ADDRESS _____
 INDEMNITOR _____ ADDRESS _____
 EMPLOYER _____ ADDRESS _____
 HOW LONG _____ SOC. SEC. # _____ D/O/B _____
 PARENTS _____ ADDRESS _____

NAME	SPOUSE	STREET/CITY/STATE	TELEPHONE NO.
MOTHER			
FATHER			
BROTHER			
BROTHER			
SISTER			
SISTER			
RELATIVE			
RELATIVE			
RELATIVE			
RELATIVE			
MOTHER-IN-LAW			
FATHER-IN-LAW			
BEST FRIEND			
FRIEND			
CHILDREN			
NAME	AGE	SCHOOL OR HOME ADDRESS	TELEPHONE NO.

PREV. ARREST _____ ANY BONDS NOW? _____
 CONVICTIONS _____ WHERE? _____ PROBATION/PAROLE _____
 PROBATION OFFICER _____

Court _____

Power # _____

Court Date _____

Anthony W. Clay, General Bail Bond Agent
American Western Bonding Company
Carthage, MO
417/358-8387

CONTRACT FOR BAIL BOND AND INDEMNITY AGREEMENT

You are assuming specific obligations--READ CAREFULLY!

The undersigned, _____, hereinafter referred to as "defendant",
and _____, hereinafter referred to as "indemnitor",

in consideration of **Anthony W. Clay/American Western Bonding Co.** having caused to be executed on behalf of the defendant in the _____

Court of _____ County in the State of _____

Case No. _____ in the amount of \$ _____, hereby agree as follows:

1. PREMIUM. To pay **Anthony W. Clay/American Western Bonding Co.** the sum of \$ _____ as premium for the said bond for the first year or fraction of any part thereof and a similar premium in advance each year as long as said bond remains in effect. Premium is fully earned when paid.

2. FULL INDEMNITY. The defendant and indemnitor will at all times indemnify and save **Anthony W. Clay/American Western Bonding Co.** harmless from and against every claim, demand, liability, loss, damage, cost, charge, attorney fee, expense, suit, order, judgment, and adjudication whatsoever incurred hereafter by **Anthony W. Clay/American Western Bonding Co.** in consequence of its causing to be executed the bail bond mentioned herein and will on demand place **Anthony W. Clay/American Western Bonding Co.** in funds to meet such obligations before it shall be required to make payment thereof.

3. COMPROMISE. **Anthony W. Clay/American Western Bonding Co.** shall have the right to pay or compromise any claim, charge or expense incurred by it by reason of its causing to be executed the bail bond mentioned herein, and evidence of such payment shall be prima facie evidence of the propriety thereof and the defendant's and indemnitor's liability therefor.

4. OBLIGATIONS OF DEFENDANT. The defendant agrees to remain within the jurisdiction of the court mentioned herein, to appear before said court promptly at such times as may be required by the court or **Anthony W. Clay/American Western Bonding Co.**, and further agrees to keep **Anthony W. Clay/American Western Bonding Co.** advised of his/her residence address and place of employment and immediately notify **Anthony W. Clay/American Western Bonding Co.** of any change thereof. Defendant's failure to appear in court as herein required or to notify **Anthony W. Clay/American Western Bonding Co.** of change of address or place of employment or issuance of a warrant for defendant's arrest on criminal charges by any court subsequent to date of this agreement shall be considered a breach of this agreement and the bond, entitling **Anthony W. Clay/American Western Bonding Co.** to surrender the defendant to the custody of the court without return of payment of premium or any part thereof. **Anthony W. Clay/American Western Bonding Co.** shall be entitled to reimbursement from defendant and/or indemnitor for all expenses incurred in locating and returning defendant to custody.

5. OTHER SURETIES. All of the terms and conditions of this agreement shall stand for the protection of any co-surety, any reinsuring company, or any other surety procured by **Anthony W. Clay/American Western Bonding Co.** whether **Anthony W. Clay/American Western Bonding Co.** does or does not execute or retain any portion of any such obligation.

6. COVERAGE. This agreement shall cover not only the bail bond above recited but any other suretyship in lieu thereof and all alterations, modifications, and renewals and extensions of said bond or other suretyship.

7. COLLATERAL SECURITY. The defendant and/or indemnitor have pledged with **Anthony W. Clay/American Western Bonding Co.** the following described collateral to protect it against any and all damages, losses, costs, charges, counsel fees, and expenses of whatever kind or nature, including premium charges which it shall or may at any time sustain or incur by reason of causing to be executed said bond at the request of or on behalf of the undersigned.

8. SALE OF COLLATERAL. Full power and authority is hereby given the surety to apply the collateral described herein and/or such substitute collateral or additional collateral as may be hereafter pledged by the defendant and/or indemnitor for the payment of any and all damages, costs, lost cause charge, and the expenses of any kind or nature, including premium charges, which surety may sustain or incur by reason of having executed said bond and to sell said collateral at its discretion at public or private sale on giving the defendant and/or indemnitor ten (10) days' notice by certified mail addressed to the defendant and/or indemnitor at their last known address.

9. MISREPRESENTATION. Defendant's misrepresentation of any material matter on the application shall release **Anthony W. Clay/American Western Bonding Co.** from any obligation hereunder to defendant and shall be considered for all purposes a breach of this agreement.

10. PRIVACY POLICY. **Anthony W. Clay/American Western Bonding Co.** is committed to protect the information you provide us and to use it responsibly. Collection of Non-public Personal Information We may collect:

- * Information you provide on application/forms during consultations necessary to complete the transaction.
- * Information from consumer reporting agencies, e.g., marital status, credit history, size of household, and so forth.
- * Information from others in verifying information you provide.

We will not disclose our customer's non-public information to affiliated or non-affiliated third parties except as permitted by law. To the extent permitted by law, we may disclose to either affiliated or non-affiliated third parties all of the non-public personal information described above. (For example, consultation with a surety insurance company about the bond)

IN WITNESS WHEREOF, the parties whose names are subscribed to this agreement executed herewith each represent I/we have read this agreement and know the contents thereof and do set my/our hand this _____ day of _____, 20_____.

Defendant and indemnitor(s) signatures required below [X].

WITNESS _____

INDEMNITOR _____ X

INDEMNITOR _____ X

DEFENDANT _____ X

INDEMNITOR _____ X

INDEMNITOR _____ X