

INDEMNITOR'S AGREEMENT

STATE OF NORTH CAROLINA

COUNTY _____

THIS AGREEMENT made between the undersigned _____,

hereinafter called Indemnitor(s) and Sebastian Thompson D/B/A "BR Bonding" (hereinafter called Company).

WITNESSETH:

WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the instance of the Indemnitor(s), the bond or undertaking described in the foregoing application, upon the security, indemnity and Promissory Note 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 Defendant and Indemnitor(s) covenant(s) and agree(s) with the Company as follows:

- 1. The Indemnitor(s) agrees to guarantee payment of said bond to the Company in the event of forfeiture by the Principal named in the forgoing application. The Indemnitor specifically waives notice of acceptance of this guaranty, acknowledges himself/herself as fully bound by all provisions of the forgoing bond, and expressly agrees to pay, upon demand, any amount owing, not to exceed the amount of forfeiture ordered thereunder, and does hereby agree to indemnify and hold harmless the Company for such amounts it is required to pay upon such forfeiture.
2. This agreement is voided upon termination of liability of the bail bond as provided by NC General Statutes 58-71-5(a) and NC Administrative Code .0512.
3. The Defendant and Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing 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.
4. The Company shall not be first obliged to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them. the Indemnitor(s) hereby expressly waiving the benefit or 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 Indemnitor.
5. Indemnitor consents to a search of the Indemnitor's residence, and other property owned or rented by the Indemnitor, by the Company and its agents for the purposes of apprehending the defendant, and to cooperate in locating the principle.
6. If any provision(s) of this instrument be void or unenforceable under the laws of any place governing its construction 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(s) were omitted.

7. I, the Defendant, have read and understand that while under bond, I am in the custody and control of my bondsman. I will pay any and all restitution for injuries or property damage arising out of my arrest by my bondsman. I hereby expressly give consent for my phone to be "Pinged" for purposes of locating my whereabouts, and for release of any medical documents or medical information to Sebastian Thompson or his Agents for purposes of my arrest. I also expressly give consent for any government agency, company or person with any information, to release all my personal information to Sebastian Thompson or his Agent(s) without violation of any laws, State or Federal, on my behalf. I understand that I may be arrested and returned to jail without refund of my bond premium for any of the following reasons:

- 1. WILLFULLY FAILS TO PAY BOND PREMIUM TO THE SURETY OR WILLFULLY FAILS TO MAKE A PREMIUM PAYMENT UNDER THE AGREEMENT SPECIFIED IN G.S. 58-71-167.
2. CHANGES HIS OR HER ADDRESS WITHOUT NOTIFYING THE BONDSMAN BEFORE THE ADDRESS CHANGE.
3. PHYSICALLY HIDES FROM THE BONDSMAN.
4. LEAVING THE STATE OF NORTH CAROLINA WITHOUT PERMISSION FROM MY BONDSMAN.
5. VIOLATES ANY ORDER OF THE COURT.
6. FAILURE TO DISCLOSE OR PROVIDES FALSE INFORMATION CONCERNING "FTA'S, PRIOR FELONY CONVICTIONS OR PENDING CHARGES IN ANY STATE OR FEDERAL COURT.
7. KNOWINGLY PROVIDES FALSE PERSONAL IDENTIFICATION OR USES FALSE NAME.

I, have read the forgoing information sheet and Indemnitors Agreement and have provided truthful answers. I have had _____ FTA's in the past, and am currently pending _____ charges in this or other states.

In witness hereof, signed, this the _____ day of _____, 20____.

Indemnitor _____

Indemnitor _____

Defendant _____

Bondsman _____

