

Citi-Bail Bonds Agency, Inc.

SURETY BAIL BOND APPLICATION AND AGREEMENT

DEFENDANT'S NAME		POWER OF ATTORNEY NO.	AMOUNT	EXEC. DATE	ARR. DATE
DEFENDANT'S PHONE #	BOOKING NAME	AKA NAME(S)			
BOOKING INFORMATION	BOOKING# _____ WHERE HELD _____ CHARGES _____				
	COURT _____ JUD. DIST. _____ AT _____ COUNTY _____				
	CASE# _____ DATE TO APPEAR _____ TIME _____ F.B.I.# _____ CII # _____				
	ARRESTED BY _____ WHERE ARR. _____				
	CO-DEFENDANTS _____				
DEFENDANT INFORMATION	ST. ADD. _____ CITY _____ STATE _____ ZIP _____				
	PHONE _____ HOW LONG _____				
	FORMER ADD. _____ HOW LONG _____				
	YEARS IN CITY _____ COUNTY _____ STATE _____ LAST COUNTY _____ LAST STATE _____				
	EMPLOYED BY _____ OCC _____ PHONE _____ HOW LONG _____				
	EMPLOYER'S ADD _____ SUPERIOR _____ HOW LONG _____				
	PREV. EMPLOYER _____ ADDRESS _____ WHEN _____				
	D O.B _____ SEX _____ HEIGHT _____ WEIGHT _____ HAIR _____ SS# _____ D.L. _____				
	ID. MARKS _____ RACE _____ MOUSTACHE _____ GLASSES _____ WHERE BORN _____				
	PREV ARREST CHRO. _____ COURT _____ COUNTY _____ WHEN _____				
	DISPOSITION _____ PRV. BAIL _____ WITH WHOM _____ AMT. _____ CASE PENDING _____				
	ON PROBATION _____ WHERE _____ PROBATION OFFICER _____				
	WHERE ARRESTED _____ CO-DEFENDANTS _____				
	VEHICLE MAKE _____ YEAR _____ COLOR _____ LIC. # _____				
	MILITARY BRANCH _____ SER.# _____ DISCHARGE DATE _____ UNION _____ LOCAL _____				
DEFENDANT'S FAMILY INFORMATION	SPOUSE _____ ADDRESS _____ PHONE _____ HOW LONG _____				
	EMPLOYER _____ ADDRESS _____ PHONE _____ HOW LONG _____				
	MARRIAGE DATE _____ WHERE _____ MAIDEN NAME _____ D.O. B. _____				
	PREV. SPOUSE _____ ADDRESS _____ CITY _____ PHONE _____				
	CHILDREN'S NAME & AGE _____				
	MOTHER _____ ADDRESS _____ PHONE _____				
	FATHER _____ ADDRESS _____ PHONE _____				
	SPOUSE'S MOTHER _____ ADDRESS _____ PHONE _____				
	SPOUSE'S FATHER _____ ADDRESS _____ PHONE _____				
	DEFENDANT'S BROTHER _____ ADDRESS _____ PHONE _____				
DEFENDANT'S SISTER _____ ADDRESS _____ PHONE _____					
BEST FRIEND _____ ADDRESS _____ PHONE _____					
DEFENDANT'S ATTORNEY _____ CITY _____ PHONE _____					
SIGNATURE OF DEFENDANT _____ DATE: _____					

INDEMNITOR INFORMATION

INDEMNITOR'S NAME _____ DOB _____ SS# _____ D.L. # _____
 ADDRESS _____ PH _____ REL. TO DEF. _____
 EMPLOYED BY _____ ADDRESS _____ PHONE _____
 OCCUPATION _____ HOW LONG _____ SUPERIOR _____ MONTHLY INCOME _____
 BANK _____ ACCT. # _____ TYPE _____
 SPOUSE _____ ADDRESS _____ PHONE _____
 EMPLOYED BY _____ ADDRESS _____ PHONE _____
 VEHICLE MAKE _____ MODEL _____ YEAR _____ COLOR _____ LIC. # _____
 REGISTERED OWNER _____ LEGAL OWNER _____ LIENS _____
 REAL PROPERTY _____ IN WHO'S NAME _____ HOW LONG _____

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE. I FURTHER UNDERSTAND THIS IS AN APPLICATION FOR A TYPE OF CREDIT AND AUTHORIZE A REVIEW OF MY CREDIT HISTORY.

SIGNATURE OF INDEMNITOR _____ DATE: _____

INDEMNITOR INFORMATION

INDEMNITOR'S NAME _____ DOB _____ S.S.# _____ D.L.# _____
 ADDRESS _____ PH _____ REL TO DEF _____
 EMPLOYED BY _____ ADDRESS _____ PHONE _____
 OCCUPATION _____ HOW LONG _____ SUPERIOR _____ MONTHLY INCOME _____
 BANK _____ BRANCH _____ ACCT.# _____ TYPE _____ BALANCE _____
 SPOUSE _____ ADDRESS _____ PHONE _____
 EMPLOYED BY _____ ADDRESS _____ PHONE _____
 VEHICLE MAKE _____ MODEL _____ YEAR COLOR _____ LIC. # _____
 REGISTERED OWNER _____ LEGAL OWNER _____ LIENS _____
 REAL PROPERTY _____ IN WHO'S NAME _____ HOW LONG _____

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE. I FURTHER UNDERSTAND THIS IS AN APPLICATION FOR A TYPE OF CREDIT AND AUTHORIZE A REVIEW OF MY CREDIT HISTORY.

SIGNATURE OF INDEMNITOR _____ DATE _____

SURETY BAIL BOND AGREEMENT

This AGREEMENT made between the undersigned _____
(Hereinafter called Indemnitor(s) and Citi Bail Bonds Agency INC [hereinafter called Company]) and _____ Insurance Co

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 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 Indemnitor(s) covenant(s) and agree(s) with the Company as follows:

1. The Indemnitor(s) will pay the Company, or its duly authorized agent, premium(s) in the amount of \$ _____ per annum.
2. The Indemnitor(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 Indemnitor(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, costs, expense, suit, order, decree, payment and/or adjudication against the Company by reason of execution of such bond or undertaking and any other bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(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 to charge for any legal fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Company at its principal office in the City of Watertown, 104 Franklin St, NY, 13601 of 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 Indemnitor(s) of the fact and amount of the liability of the Indemnitor(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 Indemnitor(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 co-sureties and/or reinsurers as their respective interests may appear.
6. The Company shall have the right at any time, without notice to the Indemnitor(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 and assume, in whole or in part, the obligation of the Company under any such bond or undertaking and thereupon 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 Indemnitor(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, and it shall not be necessary for the Company to give the Indemnitor(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 all 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 Indemnitor(s).
8. The Indemnitor(s) hereby authorize(s) any attorney of any court or 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 Indemnitor(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(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 referred to in paragraphs 1, 2 and 7; 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 Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample a manner as the Indemnitor(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 Indemnitor(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 of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(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 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.
12. 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(s).
13. The acceptance of this Agreement and of the Indemnitor(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 construction or enforcement, this instrument shall not be void or vitiated hereby, 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 the immediate surrender of the defendant without any liability for the return of any part of the premium.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this ____ day of _____,

DEFENDANT _____
SIGNATURE

DEFENDANT NAME (*PRINT OR TYPE*) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

INDEMNITOR: _____
SIGNATURE PRINT OR TYPE NAME

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ D.L.# _____ S.S.# _____ DOB _____

INDEMNITOR: _____
SIGNATURE PRINT OR TYPE NAME

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ D.L.# _____ S.S.# _____ DOB _____

CONTINGENT PROMISSORY NOTE

For value received, the undersigned, jointly, promises to pay CITI BAIL BONDS AGENCY INC. and _____ Insurance Co., on demand the principal sum of \$ _____ Dollars at _____, if and only if the following stated contingency occurs: Upon the forfeiture or estreatment of the surety bond or bonds posted on behalf of _____, defendant (hereinafter "Defendant"), in Case No. _____ in the Court of _____ County, _____ (State), together with any continuations and modifications, any extensions, substitutions, increments or appeals thereof (hereinafter "Bond"), or upon payment of any expenses incurred by the payee or holder (hereinafter "Payee") to produce the Defendant before the appropriate court or courts of competent jurisdiction in the above case, with interest thereon at the rate of 8 percent, per annum, from the date of the occurrence of the above stated contingency, until fully paid. All makers or endorsers now or hereafter becoming parties hereto, jointly and severally, waive demand, notice of non-payment and protest, and in case this note becomes in default and placed in hands of an attorney for collection, the foregoing agrees to pay reasonably attorneys' fees and all other costs for making such collection and further agrees that courts of original jurisdiction and appellate courts may award reasonable attorneys' fees to the Payee in the event of litigation and appeals.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represents by the Promissory Note, and that this Note is given to secure advances up to and including _____ Dollars and interest if and when there is a forfeiture or estreatment of the Bond.

It is further agreed and specifically understood that this Note shall become null and void at such time as all of the obligations under the Bond posted on behalf of the Defendant have been fulfilled and the Payee has been discharged of all liability and duly exonerated thereunder in writing and until such time as same occurs, the note shall remain in full force and effect.

This Note and the Mortgage of even date herewith shall serve to secure:

- (a) Any and all liability, loss, costs, damages, expenses, premiums and attorneys' fees arising or incurred by Payee in connection with the above captioned Bond, or any other recognizance, undertaking or other obligation, heretofore or hereafter executed, assumed or procured by Payee at the instance or request or on behalf of either of owner of the property encumbered by the Mortgage securing the Note (Hereinafter "Owner") or of the principal's name;
- (b) For the payment of all premiums of such Bonds;
- (c) For the performance of every agreement (including continuations or modifications, any extensions, substitutions, increments or appeals thereof, with or without consent of Owner) made by Owner or Defendant in connection with said Bonds;
- (d) Against any liability, loss, costs, expenses, and attorneys' fees in connection with any claim to the collateral security by person claiming adversely to Owner or to Principals named in the Bonds;

Any and all future advances made with or without consent of the Owner by Payee on behalf of the Defendant including but not necessarily limited to increments, modifications, extensions or substitutions, or the creation of any future obligation by the Payee in connection with the above described matter, or any bail bonds or obligation undertaken by Payee on behalf of Defendant including, without limiting, to the posting of a new bond for and on behalf of the Defendant in the nature of an appeal bond or a substitution extension or modification of the existing Bond.

DEFENDANT _____ DEFENDANT _____

INDEMNITOR _____ INDEMNITOR _____

CITI BAIL BONDS AGENCY, INC.

Financial Casualty & Surety, Inc (Ins. Co.)

104 Franklin Street
Watertown, NY 13601
Ph. 315-681-6332,
eFax 774-430-7647

FUGITIVE FEE AGREEMENT

Defendant Name: _____

Bond Amount: _____ Power No: _____

Citi Bail Bonds Agency INC may charge a fugitive fee which is:

1. The greater of \$1,500 or 10 percent of the amount of the bail bond for a fugitive fee who is either apprehended or located while in custody within the State of Jurisdiction: or
2. The greater of \$1,500 or 20 percent of the amount of the bail bond for a fugitive who is either apprehended or located while in custody outside the State of Jurisdiction.
3. I/WE agree CBBAI in event of a missed court appearance may use whatever tracking technology, is available and understand all parties may be tracked using wireless, social media, and or email and IP ADRESSES

Notwithstanding any computation to the contrary made pursuant to the above, in no event shall an indemnitor's obligation to pay a fugitive fee exceed 110 percent of the face amount of the bail bond.

Citi Bail Bonds Agency INC

By _____
Charles K. Bansah, Licensed Bondsman

Indemnitor's Signature

Indemnitor's Printed Name

Indemnitor's Signature

Indemnitor's Printed Name

Defendant's Signature

Defendant's Printed Name

DEFENDANT'S PROMISSORY NOTE

This promise is made by the defendant named below and promises to sign his or her in a ledger in the office of CITI-BAIL AGENCY, INC. in Watertown once a week. Failure to come and sign in the ledger on the agreed day shall render the BOND REVOKED.

I, Phone No.:
of **PROMISE**
to come to the office of **CITI-BAIL AGENCY, INC.** in Watertown, on every
..... to sign my name in the ledger to proof that I am within the locality and
will be within the locality **TILL THE END** of my case.

Failure to come to the office of **CITI-BAIL AGENCY, INC** in Watertown on the agreed day above
to sign my name in the ledger shall render my **BOND REVOKED** by **CITI-BAIL AGENCY, INC.**

SIGNATURE OF DEFENDANT: DATE:

WITNESS:

PRINT NAME:

ADDRESS:

RELATION TO DEFENDANT:

SIGNATURE OF WITNESS: