

BAIL CONTRACT

TRADE NAME OF BAIL AGENT	DENNIS BLACKWELL BAIL BONDS R EZ 216 E. LAS VEGAS & 2960 E. LAS VEGAS COLORADO SPRINGS, CO 80906 (719) 390-3930 WWW.DENNISBLACKWELLBAILBONDS.COM
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AGENT	Professional Cash Bail Agent License # 2960 E. Las Vegas Colorado Springs, CO 80906 719-390-3930
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**READ THIS LEGAL AGREEMENT CAREFULLY! YOU MAY WISH TO CONSULT AN ATTORNEY,
DO NOT SIGN THIS AGREEMENT UNTIL YOU FULLY UNDERSTAND BOTH PAGES
NO FIRME EL PRESENTE ACUERDO SI NO ENTIENDO PERFECTAMENTE EN AMBOS LADOS**

Defendant's name		Bond amount	Bond premium and collateral receipt number
Court name	Court County	Case Number Of Court	
Bail Bond Agent		License Number	
Bond Premium		Jail Posting Fee	Jail Substance Fee
Collateral amount		Description of Collateral	

The above information must be supplied, if available.

THIS BAIL CONTRACT and Agreement of Indemnity ("Agreement") is entered into between A PROFESSIONAL CASH BAIL AGENT in the State of Colorado, as defined by § 12-7-101(7), C.R.S. collectively known as SURETY, on one hand, and the undersigned defendant, co-signer, guarantor, third-party indemnitor, and/or bail bond applicant, being one or more individuals, hereinafter called INDEMNITOR, on the other.

WHEREAS INDEMNITOR applied to SURETY for the bail or appearance bond ("Bail Bond") described above and SURETY has executed, or is about to execute the Bail Bond at the request of INDEMNITOR in reliance upon an application therefore:

NOW THEREFORE, in consideration of SURETY'S execution of the Bail Bond it is agreed as follows:

- 1) INDEMNITOR shall cause Defendant to appear before the Court each time the Defendant's appearance is required, without exception, Defendant agrees to appear before the Court each time Defendant's appearance is required by the court.
- 2) INDEMNITOR shall pay the Professional Cash Bail Agent all premium(s) due for the Bail Bond and shall timely make payments in strict conformance any payment plan therefore, if any.
- 3) INDEMNITOR shall reimburse SURETY for all losses, damage and expense incurred by reason of executing and posting the Bail Bond, INDEMNITOR shall indemnify, reimburse and hold SURETY harmless from all forfeitures, forfeiture judgments, demands, suits, and court proceedings related to said Bail Bond, including attorney's fees and expenses incurred with respect thereto, and from all damage, loss and expense, of any nature whatsoever, that SURETY may sustain as a consequence of having posted the Bail Bond and any continuation, extension, alteration or replacement thereof, plus interest at the rate of eighteen (18%) percent per annum.
- 4) INDEMNITOR shall pay all costs and expenses of apprehending or attempting to return the Defendant to custody, including but not limited to fees and expenses of bail recovery agents and bail recovery services. INDEMNITOR agrees to pay the actual time spent by the Agent, or associates of the Agent, for necessary administrative actions and filings required of the SURETY that arise from Defendant's failure to appear, which time may be charged at a reasonable hourly rate of \$100 or 10% of the stated Bond plus expenses.
- 5) **Real property HAS HAS NOT (check one) been pledged as collateral security.** Indicate whether a deed of trust or security interest in real property has been pledged by any INDEMNITOR as collateral security for the Bail Bond.
- 6) All collateral tendered by INDEMNITOR as security, if any, is tendered for the express purpose of assuring Defendant's compliance with the conditions of the Bail Bond and to assure SURETY that it will sustain no loss, damages or expense whatsoever in connection with its issuance and posting of the Bail Bond. All collateral tendered, if any, will be separately held by SURETY, without use, except as expressly provided herein.
- 7) Collateral will be returned within ten (10) working days after SURETY receives a Certificate of Discharge, or a true copy the Court order releasing and discharging the Bail Bond from an INDEMNITOR. Trust Deeds upon real property will be released within thirty (30) working days after SURETY receives a Certificate of Discharge or a true copy the Court order releasing and discharging the Bail Bond from an INDEMNITOR, it is the responsibility of INDEMNITOR to provide a Certificate of Discharge, or a true copy the Court order releasing and discharging the Bail Bond to SURETY at the address of the Agent, shown above. If the Bail Bond is not posted within twenty-four hours of receipt of full payment, or a signed contract for payment, collateral must be returned and liens released within forty-eight hours.
- 8) INDEMNITOR is entitled to receive a signed Collateral Receipt from the Agent to whom collateral is tendered. If collateral was tendered in connection with the Bail Bond, INDEMNITOR herewith acknowledges that the Agent provided INDEMNITOR with a signed original Collateral Receipt that accurately describes the collateral and its condition when received by the Agent.
- 9) Collateral will only be returned to the same person who pledged the collateral in the absence of an executed release or disclaimer from the person depositing collateral.
- 10) SURETY may use, sell or otherwise liquidate collateral, in a reasonable manner, to satisfy losses sustained as a result of the issuance of the Bail Bond after the expiration of thirty calendar (30) days following the entry of a bond forfeiture order by the Court.
- 11) Collateral may also be used by SURETY for: a) Payment of actual costs for daily storage fees incurred by SURETY at public self-service storage facilities used to hold collateral; (b) Payment of the balance due for premium, posting and filing fees due for the Bail Bond; c) Payment of expenses and costs incurred to apprehend and return Defendant to custody, including the fees and expenses of bail recovery agents, bounty hunters, and bail recovery services.
- 12) SURETY, in its sole discretion, upon giving notice of bond revocation to appropriate authorities, may revoke the Bail Bond and return Defendant to custody at any time. INDEMNITOR waives any and all entitlement to prior notice of Bail Bond revocation and the return of the Defendant to custody by SURETY. SURETY shall have complete and sole discretion to procure the release of the Bail Bond in order to secure, indemnify and protect itself from loss, damage, and/or expense in connection with the execution and issuance of such Bail Bond, and to mitigate its loss or potential risk of loss thereunder, in any manner SURETY deems proper. All cost and expense sustained by SURETY in connection therewith shall be forthwith reimbursed by INDEMNITOR. SURETY'S rights include, and are not limited to surrender of Defendant into custody before or after forfeiture, without respect to premium paid, or due.
- 13) This instrument shall be binding not only upon the INDEMNITOR and upon INDEMNITORS jointly and severally, but shall also be binding upon INDEMNITORS heirs, executors, administrators, successors and assigns.
- 14) SURETY is not required to allow substitution of different or new collateral for the collateral originally tendered. Substitution of collateral is at the sole discretion of the SURETY.
- 15) SURETY has no obligation or duty to give any notice of any fact or information concerning or affecting its rights or liability that may come to SURETY'S attention from any source whatsoever. Notice of all such facts or information is hereby expressly waived. SURETY may take such steps as it deems necessary to obtain its release from any and all liability under the Bail Bond at any time.
- 16) SURETY has the right to decline any Bail Bond for which application is made. INDEMNITOR waives all rights to any claim against SURETY arising from its decision not to issue a Bail Bond.

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- 17) SURETY has the exclusive right, in its sole and absolute discretion, to decide whether any claim or demand upon the Bail Bond will be paid, compromised, defended, appealed and whether or not remission will be sought. SURETY is under no obligation to INDEMNITOR to seek remission, obtain salvage, or to take any legal action to dispute or otherwise appeal any order issued by any Court with respect to the Bail Bond. SURETY is under no obligation for proceed against the Defendant or any particular INDEMNITOR before taking legal action against another INDEMNITOR.
- 18) This Contract will remain in force and is not terminated, modified or otherwise affected by: (a) Revocation of the Bail Bond; (b) Any change in the status of the SURETYS liability under the Bail Bond; (c) Any change in the location, nature or status of Court proceedings in which Defendant must appear, or (d) Any change in Defendant's whereabouts, physical condition or legal capacity.
- 19) INDEMNITOR All obligations of the INDEMNITOR hereunder are irrevocably and are binding upon the legal representatives, successors and assigns of INDEMNITOR.
- 20) INDEMNITOR agrees that following the execution of this Agreement, without regard to any collateral or other security tendered by INDEMNITOR in connection with the Bail Bond, all rights of SURETY shall remain in full force and effect and shall not in any way be abridged nor limit the right of the SURETY as subrogee of any right or remedy, or to otherwise limit any right or remedy that SURETY may otherwise acquire, exercise or enforce by law, or under this or any other agreement. SURETY shall have every right and remedy which an individual SURETY acting without compensation would have. All such rights shall be construed to be commutative and for the sole benefit of the SURETY, its successors and/ or assigns.
- 21) SURETY is under no obligation to revoke the Bail Bond upon the request of any INDEMNITOR. Request for revocation of the Bail Bond must be in writing. INDEMNITOR acknowledges that any and all requests for bond revocation will involve fees and expenses including, but not limited to, obtaining a certified copy of the Bail Bond, locating, apprehending and returning the Defendant to the proper authorities, preparing and filing documents necessary to obtain a release and discharge of the Bail Bond. INDEMNITOR further acknowledges liability for all such fees, costs and expenses, including attorneys' fees and costs associated therewith. Bail Bond Revocation request can only take place at the office of the Bail Agent during court hours. Request of revocation of Bail Bond will be \$150. plus expenses.
- 22) INDEMNITOR shall notify SURETY immediately if any of the following events occurs: (a) Defendant fails to appear on the Bail Bond; (b) an order is issued declaring the Bail Bond forfeited or in default, or (c) a warrant is issued for the arrest of Defendant. Forthwith notice shall be given by INDEMNITOR to Company and Agent at the addresses shown on the front of this Contract.
- 23) Privacy Waiver. SURETY is authorized to investigate, obtain and review all information supplied by any INDEMNITOR in, or appended to the Bail Bond application, including credit history and details concerning all associations between Defendant and INDEMNITOR. SURETY reserves the right to disclose the foregoing information to state insurance regulators, business affiliates of SURETY and, in the event of a failure of the Defendant to appear, to provide all such information to persons engaged to investigate, apprehend and return the Defendant to custody, and to assure Defendant's appearance as required by the Bond. Such information will never be sold by SURETY. INDEMNITOR irrevocably waives all privacy claims against any person who releases the foregoing confidential information to SURETY or to anyone acting on SURETYS Behalf to return the Defendant to custody or enforce the terms of this Contract.
- 24) Privacy Waiver of Defendant: Defendant irrevocably waives his/her rights with respect to the Privacy Act, waives all claims against any person who releases any information to SURETY, or anyone acting on behalf of the SURETY in connection with efforts to return of Defendant to custody. Defendant further authorizes all INDEMNITORS, relatives, friends, business affiliates, employers, the Social Security Administration, the Internal Revenue Service, State Regulatory Departments and Agencies, the Armed Forces of the United States, State Motor Vehicles Departments and Agencies, all Municipal, County, State and Federal law enforcement agencies, bankers, lenders, credit reporting companies, telephone, cable and communication companies, postal authorities, and any other persons, associations or organizations with information concerning the Defendant, upon request of SURETY or its authorized representatives, to disclose, release and provide all such information to SURETY, with impunity, and without concern about recourse or claim from the Defendant concerning Defendant's right of privacy, all of which rights are herein voluntarily, irrevocably and expressly waived.
- 25) A material false statement made on any of the paperwork associated with the Bail Bond application shall be cause for revocation of the Bail Bond and return of the Defendant to custody.
- 26) It is understood and agreed that SURETY is relying upon INDEMNITOR's promises to fulfill all obligations under this contract, and upon the truth and accuracy of information supplied on all associated Bail Bond application documents when making its decision to authorize, issue and post the Bail Bond. INDEMNITORS acknowledge that the Bail Bond would not have been posted in the absence thereof.
- 27) All of the terms and conditions of this instrument are for the benefit of the Professional Cash Bail Agent.
- 28) Any tender of payment made with a bad check, NSF check, a check or other instrument returned for insufficient funds, stopped, or that is otherwise refused upon presentation, constitutes a material default hereunder. INDEMNITOR shall be liable for all associated costs of collection, handling fees, damages, reasonable attorneys' fees and statutory penalties arising from such tender.
- 29) Evidence of any payment made by SURETY as a result of a bond forfeiture or Defendant's failure to appear shall be conclusive evidence of such payment and shall be binding upon INDEMNITOR and his or her estate, both as to the propriety of such payment and the liability of INDEMNITOR to SURETY therefore.
- 30) Singular words in the Contract shall be construed and deemed to include the plural of the word where more than one person is executing this Contract.
- 31) Any Waiver, alteration or modification of any of the printed provisions of this Contract shall be valid only if in writing and signed by the SURETY.
- 32) If this Contract is executed by more than one person, each person shall be jointly and severally liable under this Contract.
- 33) This Contract shall be construed and interpreted in accordance with Colorado law and shall favor its enforceability as a whole. If any provision is found to be unenforceable, the remaining Contract provisions shall remain enforceable.
- 34) The failure of SURETY to enforce any provision of this Contract for any period of time shall not be construed as a waiver of that provision, nor shall the SURETYS forbearance from enforcing any provision be construed as a waiver of its right to enforce any other provision of the Contract in the future.
- 35) After a bond is posted, under limited circumstances, the court may require refund of premium following a Court hearing. If a refund is ordered by the Court, premium will be returned in the amount and within the time specified by the Court's order of the Bail Bond is not posted within twenty-four hours of receipt of full payment, or a signed contract for payment, all moneys paid to the Agent must be returned within forty-eight hours. Indemnitors and Defendants understand they do not receive any premium back at the completion of the bond including admission of guilt, guilty verdict or the dismissal of charges.
- 36) Consents of SURETY to remain on Bond must be requested at the Bail Bond Agent's Office 24 Hours before the scheduled Court Appearance Monday - Friday.
- 37) This agreement is to be interpreted in accordance with the laws of the State of Colorado. The parties consent to the jurisdiction and venue of the Courts of the State of Colorado and county of El Paso for any action brought under this agreement.

Translation Request - solicitud de traducción. [check box if translation is required] **Complete the following if box is checked.** Si no puede leer ni entender inglés, favor de marcar este cuadro. (If you cannot read or understand English, please check this box.) Translation Certification. The undersigned translator makes this affidavit and hereby certifies, under penalty of perjury, that he/she read verbatim and translated this entire document, including the reverse side, and all related bond application documents including disclosures, promissory notes, security instruments and trust deeds, to the Indemnitor(s) signing below in his/her primary language.

Translator: (signature) _____ (print name) _____ Date: _____

Translator's address: _____

Confirmo por mi colocación de mis iniciales que las dos caras de este acuerdo han sido traducidos completamente a mi satisfacción. INDEMNITOR'S Initials: (I confirm by my affixing my initials that this Contract has been translated to my satisfaction)

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance company or agent of an Insurance who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Colorado Department of Regulatory Agencies." § 10-1-128(6)(a) C.R.S.

Indemnitor Name (print)	Signature	Date	
	X		
Indemnitor Name (print)	Signature	Date	
Bail Bond Agent (print)	License Name	Bail Agent Signature Pursuant to C.R.S. 12-7-108	Date