17. The Principal(s) acknowledge that this application and agreement may act as the receipt required by T.C.A. 40-11-304. If security has been pledged or deposited
  
with the company or the company's agent, that security is described hi the application. The company reserves the right to use the security and to retain any income from
  
the security as company's sole and separate property, subject to Principaqs)' rights as set forth in this agreement.

IS. The failure of the company to insist in any one or more instances upon strict performance of the terms or conditions or to exercise any option contained in this
  
agreement shall not be considered as a waiver for the future of that term, condition, **or** Option. The **terMS,** conditions, and options contained in this agreement shall
  
continue and remain in MI force and effect. The receipt by the company of any payments in whole or in part, or any substitute performance even with knowledge of the
  
breach of any term or condition, shall not be deemed as a waiver of any breach. No %Inver by the company in any provision of this agreement shall be deemed to have
  
been made unless expressed in writing and signed by company. It is the expressed intention of the parties that the terms of this agreement be enforced without resort to
  
the partite'

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO APPEARANCE BONDS:** 
  
(The principal placed under the appearance bond is hereinafter referred to as the -defendant.")

1. **UNLESS THE COURT ENTERS A WRITTEN ORDER TO THE CONTRARY AND THE PFUNCDPAUS) IMMEDIATELY SUPPLYAJUDGE-**
     
   **SIGNED COPY OF THAT ORDER TO THE COMPANY, THE DEFENDANT SHALL REMAIN WITHIN THE JURISDICTION OF THE COURT** 
     
   **UNTIL THE CASE IS FINALLY DETERMINED AND THE COMPANY RELIEVED.**
2. The defendant shall timely attend all court sessions as ordered by the Courtand maintain reasonable contact with the company to advise the company of all court
     
   proceedings.
3. As long as the bond(s) remain in effect, the company may assess and collect Rom the Principal(s) annually a renewal premium of up to twenty percent (20%) of the
     
   original fee and charges.
4. The parties understand and agree that the premiums and fees paid to the company cover the appearance bond for the trial court only. If the case is appealed to the
     
   Court of Criminal Appeals or to the Supreme Court of Tennessee and the company chooses to undertake a new appearance bond for the defendant on appeal, the
     
   company may assess and collect an additional charge premium or fee in an amount up to ten percent (1 ) of the bond for the appeal. The annual premium renewal
     
   fees shall be charged in accordance with paragraph 21 above.
5. The parties acknowledge, understand, and agree that.

A. The release of the defendant has been obtained by the company acting as the private jailer for the defendant or the defendant's jailer of choice.

13. Even though the defendant is released from public custody, the defendant's release to the company is a contim. ranee of the defendant's original
  
incarceration; and, therefore, the company or its duly appointed agent may, with necessary copy of bond or capita, seize, arrest, and deliver the defendant to
  
the custody of the appropriate public jailer or if that can not be done at once, the company or its duly appointed agent may imprison the defendant until
  
delivery can be made.

C. The company or its duly appointed agent may pursue the defendant into another jurisdiction in order to arrest the defendant and, if necessary, may break and
  
enter into *any* place where the defendant has been or may be found either in or outside the slate of Tennessee. This authorization includes *and* extends to, but
  
is not limited to, the defendants residence, property, or businessand the residence, property, or business of any co-principal.

1. The parties understand and agree that if, in the sole judgment of the company, it becomes necessary to investigate in order to determine whether or not the
     
   information supplied is accurate, investigate in order to determine the whereabouts of the defendant, search for the defendant, apprehend the defendant, and/or surrender
     
   the defendant, then the company shall charge and the principal and any co-principal shall pay a fee of $65.00 an hour or part thereof for each how emended by any
     
   agent, officer, or employee of the company; which fee shall be in addition to any and all other expenses for which the principal and co-principal may be liable under the
     
   terms of the agreement.

THIS AGREEMENT has been executed on the same date of the firstbond or undertaking.

THIS **AGREEMENT CREATES DUTIES AND FINANCIAL OBLIGATIONS, YOU SHOULD SIGN** rr **ONLY AFTER YOU UNDERSTAND IT AND** 
  
**AGREE TO COMPLY WITH THOSSE DUTIES AND OBLIGATIONS.**

COURT ORDERED NOTICE

1. YOU ARE NOTIFIED THAT A 2013 CHANGE IN THE LAW PREVENTS MIS BONDING COMPANY FROM REMAINING ON YOUR BOND UPON
     
   CONVICTION OR A PLEA OF GUILTY AS YOU AWAIT A SENTENCE HEARING. IF YOU PLEAD GUILTY OR ARE CONVICTED THE JUDGE MAY
     
   TAKE YOU INTO CUSTODY PENDING THE BOND FOR THAT PERIOD. THIS BONDING COMPANY IS PREVENTED FROM ACCEPTING
     
   ADDITIONAL FUNDS OR COLLATERAL AFTER THE ORIGINAL BOND AMOUNT HAS BEEN PAID IN FULL, ONCE YOU HAVE BEEN RELEASED
     
   FROM COURT CUSTODY ON THIS CURRENT BOND,

|  |  |  |  |
| --- | --- | --- | --- |
| X  Principal (Defendant)  X |  |  |  |
|  |  | Date |
|  |  |  |
| Co-Principal  *X* Co-Principal |  |  | Dale |
|  |  | Date |



**AGREEMENT**

TIM AGREEMENT is executed and delivered by the undersigned [hereinafter called "Principal(s)" which term shall also include any Co-principal' to the BONDING
  
COMPANY ihereinaner called 'company"), *as* pan of the consideration for the company executing as surety the bond(s) or undertaking(s) described in the
  
Principal(s)' application which in incorporated in and made a part of this agreement\_

The Principal(s) represent, covenant, warrant, and agree to the following:

I. The Principal(s) shall pay to the company or its duly authorized agent, the leers) [hereinafter called "premiums-1 specified in the application at the times and in the
  
amounts stated in the application. The premium is fully earned by the company upon the execution of the bond(s) or undertaking(s) and shall not be subject to refund or
  
proration.

1. The Principaks), jointly and severally shallot all times indemnify and save the company harmless from and against any and all claims, demands, liabilities, costs.
     
   charges, legal fees, disbursements, and expenses of every kind and nature, which the company by reason or in consequence of having executed the bond(s) or
     
   undertaking(s) described in the application. The Principal(s) shalipay over, reimburse, and make good to the company any and all sums and *amount -* of money required
     
   to meet any and every claim, demand, liability, cost, expense, suit, order, dealt, adjudication, fee or payment (including but not limited to legal fees) involving *the* 
     
   company by reason of the execution of the bond(s) or undertaking(s) described in the application and any other bond or undertaking executed in behalf or at the request
     
   of the Principal(s) or any of them and before the company shall be required to pay. The liability for the legal fees and disbursements includes all legal fees and
     
   disbursements that the company may pay or incur, including but not limited to a proceeding in which the company may assert or defend its right to collect or change *for* 
     
   *any* legal fees and/or disbursements Metered in that or any other proceeding.
2. The Principal(s) shall immediately notify the company at its principal office in Nashville, Tennessee, at its Bond Division, of the receipt of any demand, **nonce,** 
     
   commencement of any proceeding, or fixing of anyliability winch the company may be required to discharge by reason of the execution of the bond(s) or
     
   undertaking(s) describod in the application.
3. **A** receipt, cancelled check, or other evidence of payment by the company, in discharge of any obligation under or incurred in connection with any bond(s) on
     
   undertaking(s) described in the application, or incurred in connection with any security held by the company, shall be conclusive evidence against the Principal(s) of **the** 
     
   fact and amount of the obligation of the Principal(s) to the company.
4. If the company executes any bender undertaking, or procures another surely to execute any bond or undertaking, all of the terms and conditions of this agreement
     
   shall apply to and operate for the hate& Of the company, the procured sureties +metier reinsures as their respective interests may appear.
5. The company may, at any time, withriutpotice to or theprinrconsent of the Principal(s), transfer and/or assign this agreement and/or any security pledged by the
     
   ,

Principal(s) to any reinsure:, co-surety, insurance company, or transferee which may take over and assume, in whole or in part, the obligation(s) of the company under

any bond(s) or undertaking(s) described in the application After or assigament,the transferee shall become vested with all of the powers and rights of the

company, and the company biendievedj andftiliy.disphalodieno any liability or responsibility of any security p/odgedpursuant to this agreement

1. THE COMPANY **MAY, AT -ANYAMSAND IT ITS SOLE DISCRETION, TAKE SUCH STEPS AS IT DEEMS NECMARY TO PROTECT ITSELF** 
     
   **FROM** ANY,LOSSLC,OS,T,qt EIMPISE 9g„rp.OBTAThgfSjtELEISE **FROM ANY AND ALL OBLIGATIONS UNDER ANY BOND OR** 
     
   **UNDERTAKING. TEE**'coitipArg,LaApx. NOT B**E REQVCRED:rd DISCLOSE ANY FACT OR INFORMATION OR GIVE soyies OF ANY FACT** 
     
   OR 1NFORMATION,TOTHEJPIIIIN„.„9! a)100N **WHICEIANY ACTION TAKENRY,THE COMPANY *IS* BASED. THE COMPANY MAY ACT OR**

**REFUSE To ACTIN ANY, REIALLT(IN ITS so,r,rmsCrtrnosmrst4sygpas, WHICH IN THE CASE 011'APPERENCE BONDS, MAY
  
INCLUDE' itl/T ARE NOT Li is AI 34:11-ORRENDER OttikIiEFENDANT,IETTHEIIBEFORE OR AFTER THE RENDERING OF A** 
  
CONDITIONA.I., OR FINAL FOWITUR.k.AND"/OR EITHER BEFORE ORAFTEltPA ,YhtE, NT. ALL, COST, **LOSS, AND EXPENSE WHICH THE**

COMPANY MAY **SUSTAIN OR INCUR IN RELEASE OR INUC1JRING ITSELF AGAINST LOSS,** cosr, **OR EXPENSE SHALL BE
  
BORNE AND PAID BY THE PRINCIPALS).**

S. The Principal(s) hereby authorize and appoint the company as Principal(s)' attorney in fact to appear for the Principal(s) in and before any court in any action or
  
proceeding, to receive process on behalf of the Principal(s) or waive the issuance and service of process, to enter or confess judgment or permit judgment to be entered
  
against the Principal(s) jointly and severally and in favor of the company, to release all documents in the name of the Principal(s) in order to cony into effect the
  
authority granted in this paragraph as fully and completely as the Principal(s) might do if personally present, hereby ratifying and confirming all that the Principaksy
  
attorney in fact shall do or cause tote done by virtue of the grant of this power of attorney.

1. This agreement binds the Principaks), jointly and severally, and the Principal(s)' heirs, personal representatives, executors, administrators, successors, and, if
     
   permitted, assigns.
2. The company reserves the right to refuse to execute the bond(s) or undertaking(s) for which the application is made. The Principal(s) shall not have a claim or cause
     
   of action against the company based on the company's refusal or failure to execute any bond or undertaking, The Principal(s) shall not have claim or cause of action
     
   against the company based on the obligee's or any third party's refusal to accept the company as surety ore third party's rejection of the bond(s) or undertaking(s).
3. Ma further inducement to the company to act as surety on the bond(s) or undertaking(s), the Principal(s) represent and warrant that the statements made in this
     
   agreement and the answers supplied for insertion in the application are true, made without reservation, and do not misstate or fail to completely slate the information
     
   given or requested The Principal(s) and the representations, warranties, and promises contained in this agreement as part of the consideration received by it for acting
     
   **AS** surety.

12, The company may atom its rights against any one or all of the Principal(s) as-the company, in its sole discretion, shall determine. The company shall not be
  
required to proceed fiat against any particular Principal(s) before being able to proceed against any other Principal(s). The Principal(s) hereby expressly *waive* **the** 
  
benefit of any rule or law requiring the company to proceed against one of the Principal(s) before proceeding against any other Principal(s) . The Prawn:ohs) hereby
  
irrevocably waive the benefit or advantage of any and all exceptions or exemptions lano...i.r designated, now in force, hereafter enacted or reorganized, and whether
  
created by the statutory, common, or cannon law of this slate, any other state, the United States, or any other country.

IS *The* acceptance of this agreement, the payment of the premium(s) required by this acre-nest, other collateral as security, or other or additional agreement(s) shall
  
**not** abridge or limit the rights of the company under this agreement, any other agreement, or law. The company shall have every right and remedy which an individual
  
surety acting without compensation would have. All of company's rights are cumulative and for the sole benefit of the company, its **AlCcesSora,** and assigns.
  
14. If any part of this agreement is declared void or unenforceable by a court of competent jurisdiction, then, at its sole option, the company may take such action as it
  
deems in its best interest. Without limiting the action which the company may take, the company may enforce this agreement with the void or unenforceable provisions
  
omitted or declare this agreement tenninated and take such action as may ***be*** necessary to restore the parties to the position they occupied prior to the execution of this
  
agreement, retaining as its sole and separate property any payment received by it from the Principal(s).

**IS. PRINCIPAL(S) SHALL NOTIFY THE COMPANY OR ITS AGENT IN WRITING OF ANY CHANGE IN THE APPLICATION INFORMATION AT** 
  
**LEAST FORTY-EIGHT (48) HOURS BEFORE THE CHANGE OCCURS. ANY FAILURE TO NOTIFY THE COMPANY SHALL BE CONSIDERED A** 
  
**DEFAULT BY THE PRINCIPAL(S). IF AN APPEARANCE BOND IS INVOLVED, THIS FAILURE IS CAUSE FOR THE COMPANY TO** 
  
**IMMEDIATELY SURRENDER THE DEFENDANT WITHOUT ANY LIABILITY AND WITHOUT OBLIGATION FOR THE RETURN OF ANY**

**PORTION OF THE PREMIUM,**

16. If the Principal(s) fail to pay any obligation owed to the company immediately upon demand, then the amount of that obligation shall bear interest at the rate of
  
fifteen percent (15%) per annum *of* the highest rate allowed by law.

ON DEMAND after date, for value received

Dollars

with interest from defendant until paid, at the rate of 12 'A per cent per annum
  
and any and all attorney's fees, if placed with an attorney for collection after maturity, and all other costs and
  
changes.

Payable at I s' STOP BONDING COMPANY, NASHVILLE, TENNESSEE

Signature Co-Principal

|  |
| --- |
| **AUTHORIZATION FOR RELEASE OF INFORMATION AND SEARCH OF PREMISES**  TO WHOM IT MAY CONCERN: Date  This authorizes any bank, insurance company employer (past or present), telephone company, utility company, cable television  company, state government agency, local .govemment agency, United States government agency, including but not limited to any  branch claimed services, Veteran's Administration, Internal Revenue Service, Federal Bureau of Investigation, Social Security  Administration, health care facility or practioner, attorney, accountant, or any other person or entity to furnish full and complete  reports and information concerning me which is hereby requested for the undersigned by a representative or agent of Im STOP  BONDING. This authorization also includes the permission to search the premises and property of principal and co-principals in the  event of forfeiture, surrender or breach of bond, the examination and copying of any information, including opinions. This  authorization is given for a valuable consideration and may be recorded in the Register's Office or other appropriate office. This  authorization can only be revoked or withdrawn by agreement of the Bonding Company.  I hereby release any such above-listed entity from any liability which may be incurred in releasing this information to Bonding  Company or its agent or representative including liability under and Federal law including but not limited to Title 5, Section 522-A of  the USC, commonly known as the Privacy Act. Your full cooperation is requested  *Sworn to and subscribed before me this*  *X* Principal  Day of /0 *X* Co-Principal  Notary Public *X* Co-Principal  My Commission Expires: |

1st Stop Bonding Receipt

**1403 9th Ave North Nashville, TN 37208**

Payor

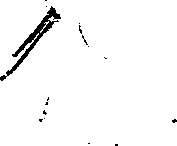
Bond Amount

Amount Received

Balance Remaining

Method of Payment

Warrant No.



Receipt #

Agent

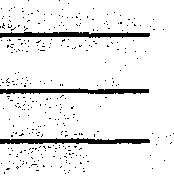
Date

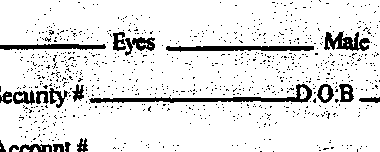


Charge

Arnottnt cit dond Bond i‘ee

*Trial* Date tojrt

Principal Name Scars or Tattoos



Phone E-MAIL and Social media

Address Significantothernanze

City State Phone 4

Employment Mother's name

Address Phone if

\_

Phone Father's *name*

Age Phone *4.--*

Weight '• Eyes Male / Female 1. ReLltive/ Friend

Bank / Accila
  
Driver's License *41*

State Eitnires

Make of car Color

License!,

2.1telative/ Friend

Phone #

3. Relative../Friend

Phone

Nickname/ . Attorney .

Co-Principid Co- Principal

Phone Phone

Address Address

City. State, Zip Citv,State,Zip

Employment \_ Emplosment

Address Address

PlIone4 Phone 0

Social Security 4 n.o.s Social Smatrity/ D.O.B

Driver's License S Driver's Liceriseii

I. Rel./ Friend Phil I. ReU Friend Phil

2 Rel. /Friend Phil 2. Rel./ Friend Phi/

3. Rel./Friend Ph\* 3. Rel./ Friend Phi/