

INDEMNITY AGREEMENT FOR APPEARANCE BAIL BONDS

The undersigned, called "Indemnitor(s)," make application to **BREAK OUT BAIL BONDS INC.**, a corporation Located at 311 Exchange Ave., Suite 101 Memphis TN 38105 called "Agency," for execution by **UNITED STATES FIRE INSURANCE COMPANY.**, a corporation Located at 3131 Eastside Street, Suite 600 Houston, TX 77098 called "Company" of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$ _____ for _____ called "Principal," and in consideration of Agency arranging for execution of continuance of this Bail Bond, Indemnitor(s) does jointly and severally agree as follows:

FIRST: To pay Agency \$ _____ per annum (where applicable) for the Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested or his bail reduced or his case dismissed shall not obligate the return of any portion of said premium. This bond is renewable each year if applicable to your State. Indemnitor(s) agrees to pay to Agency a renewal premium in the amount stated above, twelve months after the date on which this bond was executed. If said renewal premium is not paid upon written demand, Agency or Company has the right to surrender Principal and exonerate the bond pursuant to state regulations.

SECOND: To reimburse Agency and Company for actual expenses incurred by Agency or Company in connection with the arranging and/or execution of Bail Bond or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Agency, in accordance with the regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Agency and Company for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond, plus any reasonable expenses or liabilities incurred as a result of searching for the recapturing or returning Principal to custody, incurred by Agency or Company or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Agency or Company in making application to a court for an order to vacate or to set aside the order of forfeiture or Judgment entered thereon.

FOURTH: To pay the Agency or Company, in the event that it is necessary for them to institute suit for a breach of this agreement and reasonable attorney's fees.

FIFTH: To pay Agency or Company as collateral upon demand, the penal amount of Bail Bond whenever Agency or Company, as a result of information concealed or misrepresented by the Indemnitor(s) or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Agency or Company hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Agency or Company, is furnished to indemnify against such increase in the bail, Agency or Company may demand such collateral as will indemnify them against such increased bail.

SIXTH: To pay Agency or Company immediately upon demand for any default or breach of the terms and conditions included herein.

SEVENTH: To aid Agency or Company in securing release or exoneration of Agency or Company from all liability under Bail Bond, including the surrender of Principal to Court should Agency or Company deems such action necessary.

EIGHTH: That all money or other property which the Indemnitor(s) has deposited or may deposit with the Agency or the Company may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Agency and/or Company is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds there from and any and all money deposited to payment or reimbursement for the herein above liabilities, losses, costs, damages and expenses. If collateral received by Agency is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Agency and Company for unpaid Premium or the herein above charges.

NINTH: Agency or Company shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required, without returning all premium paid. Unless, the surrender is a result of judicial action, information concealed or misrepresented by the Principal or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: The obligations hereunder are jointly and severally and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Agency and the Company shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the Indemnitor(s) or any one of them. Prior to foreclosure, bond collateral, including any cash collateral deposited, Company will notify Agency that the forfeiture has been issued and that it is the intent of the Company to foreclose against any collateral taken.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Agency or Company of any change, including but not limited to change of address or employment of either the Principal or of any of the Indemnitor(s), or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the Indemnitor(s) agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or of any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

THIRTEEH: Any additional conditions set by the agent will written here: _____

FURTHER, by signing below, I hereby authorize Agency and Company, its attorney-in-fact or independent contractor to obtain a report of my credit history or other information required in fulfilling the obligations of the contractual agreement that we have entered into.

IN WITNESS WHEREOF, the Indemnitor(s) whose names are subscribed to the Indemnity Agreement For Appearance Bail Bond executed herewith each represents; I have read the Indemnity Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Indemnity Agreement; that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Indemnity Agreement has been released. I understand the Agency and/or Company are permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby.

This _____ Day of _____, 20_____ set my hand.

Indemnitor's/ Principal Signature (Date)

Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

STATE OF _____

COUNTY OF _____

On this _____ day of _____ 20_____ before me _____ personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

Witness my hand and official seal. _____ Notary Public My commission expires: _____