

INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned indemnitor ("Indemnitor" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing Lexington National Insurance Corporation ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) (singularly or collectively the "Bond") for _____ ("Defendant"), using power of attorney

First _____ Middle _____ Last _____
(if known) _____, in the total amount of _____
Dollars (\$ _____) in the _____ Court of _____

1. INDEMNITOR NAME AND ADDRESS RELATIONSHIP TO DEFENDANT _____

Full Name _____ AKA _____
Home Phone # _____ Cell Phone # _____ Work Phone # _____
Email _____ Facebook _____ Other _____
User Name _____ Social Media _____
Current Home Address _____
How Long _____ Rent or Own Landlord/Mortgage Holder _____
Former Home Address _____
How Long _____ Rent or Own Landlord/Mortgage Holder _____

2. PERSONAL DESCRIPTION

Date of Birth _____ Where Born _____ Male Female Race _____
(City and State)
Social Security # _____ Driver's License # _____ Issuing State _____
How Long in U.S. _____ U.S. Citizen Yes No Nationality _____ Alien # _____
Additional Notes _____

3. EMPLOYMENT

Employer _____ Position _____ How Long _____
Employer Address _____ Supervisor's Name _____
Union _____ Local # _____ Military: Branch _____ Active Yes No Discharge Date _____

4. MARITAL STATUS Married Divorced Separated Widowed Single Cohab

Spouse/girl/boyfriend's Name _____ How Long Married/Together _____
First _____ Middle _____ Last _____
Address (if different) _____
Email _____ Social Security # _____
Home Phone # (if different) _____ Cell Phone # _____ Work Phone # _____
Employer _____ Position _____ How Long _____

5. VEHICLE

Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____
Where Financed _____ Amount Owed \$ _____

6. REFERENCES

Name _____	Relationship _____
Address _____	Employer _____
Home Phone # _____	Cell Phone # _____
	Work Phone # _____
Name _____	Relationship _____
Address _____	Employer _____
Home Phone # _____	Cell Phone # _____
	Work Phone # _____
Name _____	Relationship _____
Address _____	Employer _____
Home Phone # _____	Cell Phone # _____
	Work Phone # _____

7. FINANCIAL STATEMENT/CREDIT INFORMATION

Cash on hand \$ _____	Cash in bank \$ _____
Real Estate Value \$ _____	Real Estate Mortgage \$ _____
In whose name is title _____	Monthly salary or wages \$ _____

8. NOTES

THIS INDEMNITY AGREEMENT ("Agreement") is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail producer referenced below ("Producer").

1. You will have Defendant appear in any court required in connection with the Bond at the times stated in the Bond and all other times as may be ordered by the court.
2. **You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond, including, but not limited to the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses), (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any and all other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or Producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.**
3. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, damages, judgments, interest, attorneys' fees and costs suffered, sustained, made or incurred by Surety or Producer on account of, arising out of or relating to the Bond and transactions contemplated thereby (including, without limitation, the items referenced in Paragraph 2 above), your failure to comply with the terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by any agreement executed by Defendant, you or any other indemnitor for the benefit of Surety or Producer ("Liabilities"); and (b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this Agreement, you authorize the Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature, (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral for the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption.
4. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon

request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, if you fail to deposit such additional collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity or redemption.

5. If a confession of judgment is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Surety against you, the judgment entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the indemnitor or defendant.
6. You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies under this Agreement, or take any combination of such actions, without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security or collateral prior to enforcing its rights against you or any other indemnitor.
7. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorneys' fees or service fees for time spent and/or special services rendered.
8. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise. If more than one bond is made or has been made for the Defendant, then this Agreement shall extend to and cover all those bonds and the terms of this Agreement shall apply to each bond individually or as a group.
9. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements, and affirmations made by the Surety and its producers and employees prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement are of no force or effect whatsoever in determining the rights and liabilities of the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.
10. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.
11. This Agreement may not be terminated or modified orally. All modifications and terminations of this Agreement, including any release of your liability hereunder, must be in writing and signed by the Surety and you.
12. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or State law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to surety and its producers, agents and representatives the right to enter your residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
13. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of Defendant's bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (a) Surety, at its

discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD; and (g) all questions relating to location capability should be directed to Surety.

- 14. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide the Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).
- 15. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

IMPORTANT FRAUD WARNINGS

ALABAMA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS - Any person who knowingly or with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS - Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS - ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS - WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SIGNED, SEALED AND DELIVERED at _____, this ____ day of _____, 20 ____.

WITNESS

INDEMNITOR

Sign: _____

Sign: _____

Print: _____

Print: _____

SURETY: LEXINGTON NATIONAL INSURANCE CORPORATION P.O. Box 6098 Lutherville, Maryland 21094 Phone: (888) 888-2245	BAIL PRODUCER: [stamp must include name, address, phone # and license #]
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**ASAP BAIL BONDS
RULES & REGULATIONS**

You are required to adhere to and comply with all roles and conditions set forth in this agreement conceding the bail bond(s) to which ASAP BAIL BONDS has posted Surety on your behalf regarding the charges of _____ on bond(s) dated _____ day of _____ 20____.

____1. YOU MUST CONTACT ASAP BAIL BONDS AT OFFICE OR ON BAIL BOOKS EVERY MONDAY BETWEEN THE HOURS OF 9:00AM – 8:00PM TO CHECKIN. ALL BONDS EXCEEDING \$7500 WILL BE REQUIRED TO APPEAR IN PERSON TO OFFICE LOCACATION. FAILURE TO DO SO MAY FOFEUT BOND AN ALL COLLATERAL.

____2. During the term of the bond (\$) you may not leave the county of your residence, the State of Texas, or United States without prior express permission of ASAP BAIL BONDS.

____3. You must notify ASAP BAIL BONDS within 4 hours of any change of your employment home address, or phone number during the term of the bond(s).

____4. Starting on _____,20____. You must pay an annual fee of \$_____ to ASAP BAIL BONDS until your account/bond is disposed in full. Total Fee \$_____.

____5. There will be a \$25.00 Late fee assessed if your payment goes 10 days past due and a \$5.00 per day thereafter.

____6. All accounts must be paid in full before the disposal of your case.

____7. A representative of ASAP BAIL BONDS may, at any time contact you by phone/email, or in person at your place of employment during the term of bond(s).

____8. Failing to comply with the above regulation, providing false information, or being arrested, or place under arrest during the term of the bond(s)

____9. Bond jumping is a criminal offense. You may be charge with BOND jumping if you fail to appear in court as required during the term of BOND(s). ASAP BAIL BONDS will not return any collateral/security if you fail to appear in court as required.

____10. I understand the requirement set forth above and I, _____, Hereby authorize ASAP BAIL BONDS or its representatives to contact, investigate and / or obtain information from my employer(s), credit references, medical facilities, and/or Credit Bureaus for a period of 2 years from the date of this document to insure my appearance in court.

DEFINDENT _____.

S.S/DL number _____

ASAP AGENT _____.

DATE _____

Indemnitor _____

S.S/DL number _____

ASAP AGENT _____.

DATE _____

ASAP BAIL BONDS

INS DISCLAIMER

DATE: _____

I agree and understand that in the event the defendant _____ is

Detained or deported by the INS, there will be no refund of any fees received by ASAP BAIL BONDS and that I am fully responsible relate cost.

I agree and understand that in the event the defendant _____ is

Detained or deported by the INS, there will be no refund of any fees received by ASAP BAIL BONDS and that I am fully responsible relate cost.

Defendant's Name: _____

Case Number: _____

Co-Surety Name: _____

Court # _____, _____ County

PROMISSORY NOTE

Promise To Pay Holder of This Note on Demand

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on demand, we and each of us (hereinafter called Principal), jointly and severally, promise to pay to Derrick Dixon d/b/a ASAP Bail Bond Company in his capacity as an agent of Lexington National Insurance Corporation or bearer (herein called Holder), the sum of \$_____, min US Dollars, together with interest at the rate of ten (10) PERCENT per annum on the principal sum twice the amount of bond from the date shown above, payable at TRAVIS COUNTY, TEXAS
(Initials)x _____

Waiver of Right by Principal

By signing this Note each principal of this Note expressly waives demand, grace, notice to intent to accelerate, notice of acceleration, protest, and presentment for payment, and further agrees that this Note may be renewed, and this time for payment extended without notice, and without releasing any of the parties. (Initials) x _____

All Costs of Collection Shall Be Paid BY Principal on Demand

Each Principal of this Note shall pay on demand all cost of collections, legal expenses, and attorney's fees incurred or paid by the Holder in collecting or enforcing this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion, (Initials) x _____

Definitions

As used in this Note, this term "Principal" means each of the undersigned. If this Note is signed by more than one in the capacity of Principal, it shall be the joint and several liabilities of these persons. The term "HOLDER" means the Payee or other endorsee of this Note who is in possession of it, or bearer of NOTE. (Initials) x _____

X _____
Signature Indemnitor/Principal

X _____
Co-Indemnitor/Principal

X _____
Signature Indemnitor/Principal

X _____
PRINTED NAME

X _____
PRINTED NAME

X _____
PRINTED NAME

X _____
ADDRESS

X _____
ADDRESS

X _____
ADDRESS

X _____
Social Security & Driver's #

X _____
Social Security & Driver's #

X _____
Social Security & Driver's #

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, appeared _____ known to me to be the person(s) who(s) NAME(s) subscribed to the foregoing instrument, and acknowledged to me be that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, _____.

Notary Public:

Expiration date of Notary

**PLAIN LANGUAGE CONTRACT BETWEEN
ASAP BAIL BONDS AND CO-SIGNER FORM**

PLEASE PRINT NAME OF DEFENDANT

I UNDERSTAND THAT I HAVE SIGNED LEGALLY BINDING DOCUMENT.

It is your responsibility to let ASAP BAIL BONDS know immediately if you change address, phone number, or place of employment. It is my responsibility to ensure that the defendant is in courts every time he/she is scheduled to be there. **IT IS YOUR RESPONSIBILITY TO CONTRACT ASAP BAIL BOND IMMEDIATELY IF DEFENDANT IS PUT BACK IN ANY JAIL FOR ANY REASON.**

If the defendant misses any court appearance for any reason, ASAP BAIL BONDS can demand immediate payment from YOU for the full bond amount, plus court cost, plus attorney's fees, plus any costs to place defendant back into custody.

ASAP BAIL BONDS can sue you _____ to collect these payments in the event I _____ fail to pay fees immediately. ASAP BAIL BONDS may also add any legal or filing fees to original balance.

I am responsibility for any balance due to the account. ASAP BAIL BONDS may apply any future funds collected to an outstanding balance.

If I use a credit /debit card to set up payment arrangement I understand I must keep ASAP BAIL BONDS updated with a valid card. Failure to keep ASAP BAIL BONDS updated will resolve in a SURRENDER OF BOND & THEFT OF SERVICE charges. X _____

I UNDERSTAND THAT I AM RESPONSIBILITY FOR THE DEFENDANT UNTIL THE CASE IS COMPLETELY RESOLVED. That means the case had been dismissed or the defendant has been found guilty or no guilty.

If something happens and I decide I do not want to be responsible for the defendants' bond, I can REQUEST that ASAP BAIL BONDS file the proper paperwork with the court for a fee of \$1000. **but I do understand that MY OBLIGATION does not end until the defendant is in jail or the case is resolved.**

I HAVE READ AND UNDERSTAND WHAT I AM SIGNING. I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTION I MAY HAVE REGARDING MY RESPONSIBILITY AS THE CO-SIGNER!

X _____
CO-SIGNER (PLEASE PRINT)

X _____
DATE

X _____
SIGNATURE

X _____
S.S/ DL #

**ASAP BAIL BONDS
CREDIT CARD AUTHORIZATION FORM**

I, _____, the undersigned, request ASAP BAIL BONDS and/ or **LEXINGTON NATIONAL INSURANCE** to charge \$ _____ to my credit/debit card.

These charges to my card are for the purpose of paying a bail bond fee and or pledging collateral, the benefit of _____.

I understand and agree if I am charging my credit/debit card for the purposes of pledging collateral, the percentage that the merchant is charged by the credit card company will be deducted from the amount that the bonding company is holding for collateral. I understand when the bail bond is terminated, the collateral will be returned 30 days from the termination date less the merchant's percentage.

I understand my credit/debit card will be charged whatever fees incurred in the event the defendant fails to show up for court. Fees include but not limit to paying court, attorney fees, apprehension fee, etc.

My Credit/Debit card number is _____

Sec Number _____

EXP Date: _____ __ Visa __Master Card __Discover __Amex

My TDL/ID number is: _____

State Issued: _____

Signed by me this _____ day of _____, 20__.

FEE BREAKDOWN

Bond Amount: _____

Fee Amount: _____

Amount Paid: _____

Balance: _____

Runner's Fee: _____

Sheriff's Office Fee: _____

Credit/Debit Card fee: _____

Total Amount: _____

Card Holder Signature.

ADDRESS, CITY, STATE & ZIP

PHONE #