

**INDEMNITY AGREEMENT**

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YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY

Date: \_\_\_\_\_

Indemnitor(s): \_\_\_\_\_

Surety: J.WYNN DILLARD, dba, DOC'S BAIL BONDS, dba, BOND DOCTOR NATIONWIDE BAIL BOND SERVICE, /INTERNATION FIDELITY INSURANCE COMPANY

Surety's Agent: \_\_\_\_\_

Principal: \_\_\_\_\_

BOND(S):

Bond No. \_\_\_\_\_ Bond No. \_\_\_\_\_ Bond No. \_\_\_\_\_

Case No. \_\_\_\_\_ Case No. \_\_\_\_\_ Case No. \_\_\_\_\_

Court \_\_\_\_\_ Court \_\_\_\_\_ Court \_\_\_\_\_

Charge \_\_\_\_\_ Charge \_\_\_\_\_ Charge \_\_\_\_\_

Amount \_\_\_\_\_ Amount \_\_\_\_\_ Amount \_\_\_\_\_

Total Fee \_\_\_\_\_

The Surety, at the request of the Indemnitor, has or is about to become surety on one or more Bonds for the Principal, a copy or each of which is attached to this agreement and made a part of this agreement for all purposes. The Surety is becoming the surety on the Bond(s) in reliance on the representations of the Indemnitor, and in consideration for the agreements and promises made by the Indemnitor in this agreement. If more than one bond is made or has been made for the Principal, then this Agreement shall extend to and cover all of those bonds, and the terms of this Agreement shall apply to and be enforceable against each Bond individually or as a group.

Each of the Indemnitors, for adequate and valuable consideration, the receipt and sufficiency of which is acknowledged by the Indemnitors, and the further consideration that the Surety would not execute the Bond(s) described above in any amount unless the Indemnitors signed this Agreement, agrees to the following:

1. The undersigned Indemnitor will have the aforesaid Principal before the proper court from day to day and from term to term as may be ordered or required by the court or any other court to which the case or bond(s) may be transferred, Surety has no liability or obligation to inform or keep the Principal or the undersigned Indemnitor informed of any such dates or times the Principal may be required to appear in any court or for any hearing, this being the sole responsibility of the Principal and the undersigned Indemnitor. The undersigned Indemnitor will further make sure that the Principal obeys the orders of all the courts and all agreements that are made in the criminal proceeding that is related to the Bond(s).

2. The Indemnitor hereby promises to pay the Surety the total amount of all the Bonds plus interest thereon if: (A) any of the following events occurs: (1) if a court orders any of the Bonds to be forfeited or revokes any of the Bonds, (2) if the Principal fails to appear in court as ordered or agreed, (3) if the Principal fails to comply with any court order or agreement, (4) if a final judgment is entered on any of the Bonds, (5) if the Surety withdraws from any of its obligations pursuant to paragraph 6 below, (6) if the Indemnitor breaches any provision of his agreement or any provision of any security agreement or deed of trust that is signed to secure the performance of this agreement, or (7) if the Indemnitor fails to indemnify the Surety in accordance with paragraph 3, below; and (B) the Surety sends a written notice to the Indemnitor of the occurrence of the event(s) and makes demand in that notice for the payment of any such sums demanded.

3. In addition to the obligation set forth in paragraph 2, above, the Indemnitor will indemnify and hold the Surety harmless from and against every claim, demand, liability, cost, charge, attorney's fee, expense, suit, order, judgment, or adjudicate whatsoever which the Surety or Surety's Agent shall or may for any reason sustain or incur as a result of or in connection with the execution by the Surety of the Bond. Such cost include, but are not limited to, bail bond fees, cost of court, other expenses related to the posting of the Bond(s) for the Principal, fees and other charges and expenses paid to locate or to attempt to locate the Principal, and fees and other charges and expenses paid to return or to attempt to return the Principal to the custody of the appropriated authorities (including extradition fees and costs). Upon a written demand by the Surety, the Indemnitor will provide to the Surety all funds necessary to meet or satisfy all such claims, demands, liabilities, cost, charges,

Indemnitors Initials: \_\_\_\_\_

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attorney's fees, expenses, suits, orders, judgments, and adjudications, whether that demand is made before or after the Surety or Surety's Agent has spent such funds. The voucher, statement, check, receipt, or other evidence of any payment made by the Surety or on behalf of the Surety under the Bond(s) or in connection with the Bond(s) shall be conclusive evidence of such payment in an lawsuit or other proceeding against the Indemnitor or against the Indemnitors estate or executor, trustee, or administrator, both as to the propriety thereof and as to the extent of the liability thereof from the Indemnitor to the Surety.

4. Interest shall accrue on all amounts that are due and unpaid under this agreement, at the highest rate allowed by law, beginning ten (10) days after the Surety mails a written demand to the Indemnitor, until they are actually paid. If any partial payments are made by the Indemnitor, they shall be credited first to the discharge of accrued interest and the remainder to the reduction of principal. In no event shall the interest contracted for, charge, taken or received by the Surety under this agreement or otherwise exceed the maximum rate allowed by law. If from any circumstances whatsoever interest would otherwise be payable to the Surety in excess of the maximum rate allowed by law, the interest payable to the Surety shall be reduced automatically to the maximum rate allowed by law. If the Surety shall ever receive anything of value deemed to be interest under applicable law which would, apart from this provision, be in excess of the maximum rate allowed by law, an amount equal to any amount which would have been excessive interest shall be applied to the reduction of the principal amount owing under this agreement and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to the Indemnitor. The provisions of this paragraph shall control all existing and future agreements between the Surety and the Indemnitor.

5. If any criminal proceeding that is related to the Bond(s) is dismissed and refilled under a new case number, or if the Principal is charged, re-charged, indicted, or re-indicted for the same or similar offense, the Indemnitors liability under this agreement shall apply to all new proceedings as if they were the original charge against the Principal. It is intention of the parties to this agreement that the Indemnitor shall remain liable to the Surety as long as there remains any liability, potential liability, or loss resulting from the execution of the Bond(s).

6. THE SURETY MAY WITHDRAW FROM ALL OF ITS OBLIGATIONS UNDER THE BOND(S) AT ANY TIME AND CAUSE THE PRINCIPAL TO BE RE-ARRESTED. (A) IF IT APPEARS IN THE SOLE DISCRETION OF THE SURETY, THAT THE PRINCIPAL IS ABOUT TO FLEE DOES NOT INTEND TO INSOLVENT OR REFUSES TO COOPERATE WITH THE SURETY IN ANY MANNER IN CONNECTION WITH THE BOND(S); (C) IF THE SURETY DISCOVERS THAT ANY REPRESENTATION MADE BY THE INDEMNITOR IN THIS AGREEMENT IN THE INDEMNITOR'S FINANCIAL STATEMENT, IN ANY APPLICATION SIGNED BY THE INDEMNITOR OR IN ANY OTHER DOCUMENT OR AGREEMENT EXECUTED BY THE INDEMNITOR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PROMISSORY NOTES, DEEDS OF TRUST AND SECURITY AGREEMENTS) IS FALSE, MISLEADING, OR INCOMPLETE, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS ABOUT COLLATERAL. (D) IF THE SURETY DISCOVERS THAT ANY REPRESENTATION MADE BY THE PRINCIPAL IN ANY AGREEMENT OR OTHER DOCUMENT THAT IS EXECUTED IN CONNECTION WITH THE BOND(S) IS FALSE MISLEADING OR INCOMPLETE; (E) IF ANY PROPERTY THAT IS PLEDGED OR GIVEN AS SECURITY FOR THIS AGREEMENT IS SOLD TRANSFERRED ASSIGNED FORECLOSED ON BY ANOTHER LIEN HOLDER REPOSSESSED OR OTHERWISE TAKEN FROM THE INDEMNITOR OR (F) FOR ANY OTHER REASON DEEMED TO BE SUFFICIENT BY THE SURETY IN GOOD FAITH IN THE EVENT OF ANY SUCH WITHDRAWAL THE SURETY SHALL BE ENTITLED TO KEEP ALL FEES AND PREMIUMS PAID BY ANY PARTY AND SHALL NOT BE OBLIGATED TO RETURN OR REPAY ANY FEES OR PREMIUMS PAID. ANY WITHDRAWAL BY THE SURETY SHALL NOT TERMINATE THIS AGREEMENT OR ANY LIABILITY CREATED UNDER THIS AGREEMENT OF THE INDEMNITOR TO THE SURETY. THE SURRENDER OF THE PRINCIPAL DOES NOT TERMINATE THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE RETURNED OR RELEASED BY THE SURETY AT THE TIME THAT THE SURETY IS RELEASED FROM ITS OBLIGATIONS UNDER THE BOND(S), BUT SHALL BE RETAINED AND CONTINUED FOR ANY UNANTICIPATED LIABILITY THAT MAY AT ANY TIME OCCUR THEREAFTER

Initials of Indemnitor's: \_\_\_\_\_

7. If there is more than one Indemnitor who signs this agreement or who has signed a similar agreement in connection with the Bond(s), the liability of all indemnitors shall be joint and several. The released of one indemnitor shall not release any other indemnitor unless expressly stated in writing. A default by an indemnitor shall be enforceable and binding against all other indemnitors. The Surety may enforce his rights and remedies against the Principal and /or any one or more of the indemnitors with out enforcing or waiving his rights and remedies against any other indemnitor. The Surety may enforce his rights and remedies.

8. If the surety hires an attorney to collect or enforce this agreement, the Indemnitor will pay reasonable attorney's fees incurred by the Surety, which in no event shall be less than forty percent (40%) of the total amount of the Bond(s).

9. If any of the Indemnitors grant to the Surety a lien or a security interest in an property to enforce the obligations contained in this agreement, and if any Indemnitor does not perform any of its obligations in this agreement, the Surety may foreclose any or all of those liens and securities interests, or exercise any or its rights under this agreement, or take any combination of such actions; without waiving any other right. Failure to exercise any rights of the Surety shall not constitute a waiver of right to exercise them 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 any Indemnitor.

Initials of Indemnitor's: \_\_\_\_\_

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### **DOC'S BAIL BONDS OR ITS AGENTS HAVE NOT RECOMMENDED OR SUGGESTED THE EMPLOYMENT OF AN ATTORNEY OR LAW FIRM. ART 1704.304**

The Surety may commingle the collateral with any other funds or property of the Surety, and hold that collateral in any form or in any account without any duty to keep that collateral separate or in any form of escrow. No increase or interest upon the collateral will ever be due or payable to the Indemnitor or to any other party who has an interest in that collateral at any time, so long as the collateral is retained by the Surety to secure this agreement, and until all of the Indemnitor's existing and contingent obligations have been fully discharged. All interest on the collateral will be paid to the Surety, and will become additional collateral, subject to the terms of this agreement. The Surety shall have no obligation to maximize the interest earned on the collateral.

10. If the Indemnitor defaults under any provision in this agreement, the Surety may apply the collateral to pay the Indemnitor's obligations in this agreement as far as possible, without the notice to any Indemnitor. If the application of that collateral leaves the Indemnitor's obligations unsatisfied, the Surety may collect the deficiency from the Indemnitor. If, at the time of the application of the collateral after default, the Surety or its agent has any contingent liabilities in connection with the Bond(s), or if, at the time of the application of the collateral after default, the Indemnitor has any contingent liabilities to the Surety under this agreement, and collateral remaining after application as set forth above shall be held by the Surety to pay all such contingent liabilities, and the remainder shall be paid to the Indemnitor only after all such contingent liabilities are paid or no longer exist. If the collateral is applied after default, all prerequisites to the application specified by this agreement and by chapter 9 of the Texas Business and Commerce Code will be presumed satisfied. The Indemnitor will have the burden of proof in any proceeding to show that the application of the collateral was not performed in accordance with this agreement and the applicable laws.

11. This agreement shall be enforced under and construed in accordance with the laws of the state of Texas. This agreement is performable in the county where the Surety's Agent has its principal place of business. All lawsuits that are brought to enforce this agreement or to determine the rights, remedies, and obligations contained in this agreement shall be filed and prosecuted in that county.

12. 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(s) to any person or entity.

13. If any provision or provisions of this agreement are found to be void or unenforceable, this agreement shall not be void or vitiated as a result, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

14. 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 the Indemnitor. All statements, representations, promises, agreements, and affirmations made by the Surety and its agents 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 instrument are of no force or effect whatsoever in the determining the rights and liabilities of the Surety and the Indemnitor. The Indemnitor hereby states that the Surety, its agents, and its employees, have not recommended or suggested any attorney or firm of attorneys to represent the Principal in any capacity.

15. This agreement may not be terminated or modified orally. All modifications and terminations of this agreement must be in an instrument that is signed by both the Surety and all Indemnitors.

16. All demands under this agreement may be sent to the Indemnitor at the address in the Indemnitor's financial statement. The Indemnitor may change its address for receipt of demands only by notifying the Surety in writing of the new address and by requesting in writing that all future demands be sent to that address. All demands shall be deemed to be served when they are deposited in the U.S. Mail with adequate postage or delivered to a private delivery service, or, if delivered by the Surety or its agent, when they are actually delivered to the Indemnitor's address.

17. If this agreement is signed by more than one Indemnitor, all references to the "Indemnitor" in this agreement shall be deemed to include all Indemnitors and all pronouns and verbs shall be modified accordingly when necessary.

**YOU ARE ASSUMING SPECIFIC OBLIGATIONS - PLEASE READ CAREFULLY**

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**INDEMNITOR**

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**DEFENDANT**