

BAIL BOND AGREEMENT, INDEMNITY AGREEMENT AND

CONTRACT OF GUARANTY (PAGE 1 OF 2)

THIS AGREEMENT entered into on the _____ day of _____, 20____ by and between (Lausen's Bail Bonds, and or A-1 Unlimited, Inc. and/or any of its affiliated companies (Hereinafter referred to as the (COMPANY) and (2)

_____ Here In after referred to collectively as the INDEMNITOR(S) who for and in consideration of the covenants hereinafter stated agree as follows:

1. The Indemnitor(s) agree to pay to the Company the full and true sum of (3) \$ _____ in consideration for the Company providing a bail bond for (4) _____. The defendant who is charged in the (5) _____ Court for the Parish/County of (6) _____. State of (7) Louisiana, (8) _____ of that court. The bail bond(s) is/are insured through (9) Financial Casualty & Surety, Inc. and by its Power of Attorney Number (10) _____.

The afore said amount is due and payable upon the signing of this contract and shall be immediately and fully earned by the Company upon the signing of this contract and the posting of the herein identified bond at the jail, regardless of whether such bond results in the actual release of the defendant from jail (as he may be held there for other charges, unknown to the bond company at this time.

If for whatever reason this bond is not accepted and therefore cannot be posted at the jail, the defendant and/or indemnitors herein specifically authorize that any sums paid herein may be applied to any out-standing balance that is owed to this or any affiliated company on the account of the defendant or any Indemnitor herein.

2. The indemnitor(s) and the Defendant assume the affirmative obligation and guarantee that the Defendant will appear without jail at every proceeding hearing and court date in this matter and that he/she will abide by and honor any and all subpoenas, notices, and or ordered at the court, pursuant to the charges(s) for which this surety bond is undertaken.
3. The Indemnitor(s) agree to pay and indemnify the Company and its agents against any and all liability, loss, damages, attorney fees and expense whatsoever.

These liabilities/loses include, but are not limited to the following:

- a. Any and all costs and expenses that the Company may incur (either directly or by said costs and or expenses being charged to its account) in locating and/or apprehending the Defendant in order to produce the Defendant before the aforesaid Court.
 - b. Any and all costs and expenses that the Company may incur in enforcing this Agreement and or any other Collateral or indemnifying Agreement(s) that may be made to secure the aforesaid bond.
 - c. The full sum of (11) \$ _____ representing the face value of the bail bond(s) herein, excluding any and all court costs and attorneys' fees associated with any forfeiture and/rescission of a forfeiture of the bail bond(s) herein:
 - d. Any and all fees, charges, duties or taxes that may be due in any governmental agency as a necessary expense to execute and effectuate the terms of this agreement; and
 - e. Any and all costs, expenses and attorneys' fees incurred for the collection and/or enforcement of any of the provisions herein. The aforesaid attorneys' fees are hereby agreed upon between the parties to be the either \$500.00.00 or 50% of the total amount sought to be collected and/or enforced and/or sued upon. Whichever is greater:
4. As security for the faithful performance of this contract, the Indemnitor(s) agree(s) to deposit with the Company the cash sum of (12) _____ (\$ _____), or to execute another or other security device(s) which the Company finds acceptable. In the event a security device is executed by the Indemnitor(s) the Company, at its sole discretion may convert such security to cash.
 5. The parties hereto agree that the following acts shall constitute default under this contract, and because time is of the essence in the enforcement of the Company's rights in this Agreement, no notice or placing in default shall be necessary by the Company to the Defendant or the Indemnitor(s) prior to enforcing its legal rights herein.

In addition, upon any of the following acts of default, the Company shall, at its option, have the right to exercise any right(s) that it may Have under any collateral agreement(s) and/or on the promissory note securing the parties' performance herein and/or any other right which the Company may have at law.

It is specifically understood that the acts which constitute default herein include:

- a. The failure of the Defendant to appear any proceeding or hearing, or to attend any court appearance, or to abide by and honor any subpoena, notice or order of the court, pursuant to the charge(s) for which this surety bond was issued.
- b. The failure of the Defendant to appear at the Company's office when required to do so, upon reasonable notification by the Company.
- c. The failure of the Defendant to refrain from engaging in any conduct that constitutes a violation of law, or that mayor does result in his/her arrest on any other charge.
- d. The failure of the Defendant to notify the Company of any change of address or employment, prior to such change of address or employment change taking place.
- e. The failure of the Defendant to retain an attorney to represent him/her on the charge(s) for which this surety bond was issued (or to obtain the assistance of the public defender for such charges) within ten (10) days of his her entering into this agreement, and/or the failure of the Defendant to notify the Company of the name, address and telephone number of his/her attorney within 24 hours after retaining or obtaining counsel or after making any change of counsel.
- f. The failure of the Defendant to remain within the jurisdiction of the court without first notifying the court and without first obtaining written permission from the Company to remove himself from court's jurisdiction.
- g. The granting or issuing of a forfeiture of the bail bond(s) herein by the trial court, notwithstanding any legal right that the Company and/or the Indemnitor(s) may possess to have the forfeiture set aside.
- h. The Defendant's or the Indemnitor's(s) failure to notify the Company of any changes in his/her/their personal status. Value of collateral, the security provided herein or in conjunction herewith, the failure to advise the Company of any fact(s) or matter(s) that may cause the Company to be at risk of loss, and/or the failure by the Indemnitor(s) to provide sufficient collateral and/or to add to collateral already provided (which, in the opinion of the Company, has diminished in value) and:
- i. The making by the Defendant or the Indemnitor(s) of any false or untrue statement(s) or any material omission(s) in any dealings with the Company, including but not limited to statements made in the execution of the bail bond/indemnity application, the bail bond agreement, the indemnity agreement and/or the contract of guaranty.