

YOU ARE ASSUMING SPECIFIC OBLIGATIONS. THIS IS A LEGAL CONTRACT AND YOU MAY WANT TO CONSULT AN ATTORNEY. READ AND INITIAL CAREFULLY!

INDEMNITY AGREEMENT

ANGELS BAIL BONDS, P.O. BOX 963, ENGLEWOOD, CO. 80151, (303)937-6086

Whereas, ANGELS BAIL BONDS, its affiliated agents, names, successors, and assigns (**herein called the SURETY**) at the request of the undersigned, and in reliance upon this Indemnity Agreement, has or is about to become the SURETY on an appearance Bond(s) for _____, (**herein called the Defendant**), in the sum of _____ dollars (\$ _____) by its certain Bond(s) or undertaking, a copy of which is attached hereto and made part thereof, whenever made available by the Court or Jail.

“IT IS UNLAWFULL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. AN INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM THE INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES”.
C.R.S. 10-1-127(7).

PRIVACY NOTICE

- I. We Safeguard Information We Collect About You: We follow strict standards and procedures intended to prevent unauthorized access to personal information. Only properly authorized employees may access information we collect from or about you to conduct Angels Bail Bond’s business. Employees who have access to customer or consumer information may use it only for legitimate business purposes.
- II. How We Collect Information About You: We collect personal information about you on applications or other forms you complete such as your name, address, Social Security Number, family member information, assets, income, property locations and values. We collect information about your transactions with us, through underwriting and claims inquiries during the normal process of policy administration.
- III. Third Parties To Whom We may Disclose Information We Collect: We do not disclose any non public personal information about our customers to anyone except as permitted by law. Permitted disclosures include: government, regulatory and legal authorities in response to subpoena: to prevent fraud; to comply with and inquiry by a government agency or regulator; or necessary for other legal purposes. We may disclose all of the information we collect, as described above, about our customers to companies that perform services and functions on our behalf.

X _____ X _____
Signature Date

NOW THEREFORE, for certain considerations, whereof by each of us is hereby acknowledged, the undersigned jointly and severally do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

The Premium _____ dollars (\$ _____) on the Bond(s) is nonrefundable. The undersigned will have the aforesaid Defendant forthcoming before the Court(s) named in said Bond(s), at the time(s) therein fixed and from day to day and term to term thereafter, as may be ordered by said Court(s).

The undersigned will at all times unconditionally indemnify and hold SURETY harmless from and against all claims, demands, suits, actions, debts, costs, charges, orders, judgments, adjudications and expenses, including but not limited to court costs and attorney’s fees, and against all liability, losses, and damages of any nature whatsoever, that SURETY, shall or may, for any cause at any time, sustain incur or to be put to reason or in consequence of the execution of the Bond(s) by the SURETY, or any continuation, extension alteration or renewal thereof, and any new Bond or obligation in replacement of the foregoing, together with interest on any amounts so expended by the SURETY, at the maximum rate permitted by law. The obligation of the undersigned in this Agreement shall be irrevocable.

- 4. _____ : That the undersigned will upon demand, place the said SURETY in funds to meet all liabilities before the said SURETY shall be required to pay the same.

5. _____ : The acceptance of collateral or other consideration as security for performance of the undersigned's obligations shall not be construed as a waiver or limitation of any right or remedy that SURETY may have under this Agreement, by statute or otherwise.
6. _____ : So long as there is any liability or potential loss of any nature whatsoever to the SURETY upon the Bond(s), the undersigned shall not make any transfer, or any attempted transfer of any property, real or personal, given as collateral to secure the Agreement of Bond(s), or in which the undersigned may subsequently acquire, or of any interest therein, and the SURETY shall have a lien upon all property of the undersigned for any sums due the SURETY, or for which the SURETY has become or may become liable by any reason of its having executed or delivered the Bond(s).
7. _____ : The undersigned hereby waives for the benefit of the SURETY any right to claim any property as exempt under the constitution of laws of the United States of America or of any state from levy, execution, attachment, sale or other method of seizure at law or in equity and any notice of default.
8. _____ : The SURETY shall have the exclusive right, in its sole and absolute discretion, to determine whether any claim or demand upon the Bond shall be paid, compromised, defended or appealed. The check or other evidence of any payment, made by the SURETY, be reason of such suretyship, shall be conclusive evidence of such payment for the benefit of the undersigned and their estate, both as to the propriety of such payment and the liability of the undersigned to the SURETY for such payment.
9. _____ : The SURETY may withdraw from its suretyship upon the Bond(s) as permitted by law, at any time in its sole discretion.
10. _____ : The indemnity granted by the undersigned in this Agreement shall not be terminated solely by the termination of the SURETY'S liability under the Bond(s), but shall remain in effect for any liability that may at any time thereafter occur as a result or consequences of the execution or delivery of the Bond(s) by the SURETY.
11. _____ : If this Agreement is executed by more than one person or entity, each of the undersigned shall be jointly and severally liable under this Agreement and the failure of any of the undersigned to comply with the provisions of this Agreement shall constitute a breach of this Agreement and shall not release or otherwise affect the liability of the persons or entities liable to the SURETY under this Agreement.
12. _____ : The undersigned hereby release and agree to hold harmless the SURETY from any and all liabilities or causes of action, past, present or future associated with the Bond(s), this Agreement or otherwise.
13. _____ : Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid only effective under applicable law, but if any provision of this Agreement is found to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition of invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
14. _____ : Any waiver, alteration or modification of any of the printed provisions of the Agreement shall be valid only if made in writing and signed by the SURETY. The failure of the SURETY to enforce at any time, or for a period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the SURETY to enforce each and every provision of this Agreement in the future. Words used in the plural in this Agreement shall be deemed and construed to include the singular where only one person executes this Agreement.
15. In Addition if the Defendant fails to appear at ANY scheduled court date as the court(s) may direct, or the Bond(s) is revoked, the undersigned agrees:
 - _____ : To authorize any investigation services contracted by SURETY to establish a file on the Defendant and that the minimum cost shall be \$100.00 per Bond. This fee is due immediately and prior to commencement of any investigation work. To pay in full, the entire sum of the Bond(s) as described above. This amount, less fees and costs, may be refundable to the undersigned upon return of Defendant to the custody of the SURETY or the sheriff and/or the original jurisdiction of the court(s).
 - _____ : To pay an hourly rate of \$50.00 per man per hour with a \$200.00 minimum or ten (10) percent of the total amount of the Bond(s) whichever is greater for any time spent by the SURETY, or any associate of SURETY'S in making any and all court appearances as a result of the Defendant's failure to appear or as a result of a Bond revocation whether at undersigned request or SURETY'S demand, to reinstate the original Bond(s) or to enforce any provision of this Agreement.
 - _____ : To pay all costs of collection, including but not limited to reasonable attorney's fees.
16. _____ : The Undersigned acknowledges by signing this Agreement they are waiving their rights under the Privacy Act and hereby authorizes his/her relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, the United States Armed Forces, the State Division of Motor Vehicles, all Municipal , County, State, and Federal law enforcement agencies, credit agencies, telephone or other communication companies and any other persons or organizations having information concerning the undersigned principal(s) to release such information to the SURETY and/or duly authorized representatives. The undersigned principal(s) understands that any information obtained will be used for the purpose of assuring Defendants appearance(s) at court(s), and for the purpose of assuring reimbursement for any expense incurred as a result of Bond(s) being executed. The undersigned hereby waives his/her/their rights with respect to the Privacy Act and authorizes the use of copies of this document by the SURETY and/or duly authorized representatives.

17. _____ : All collateral delivered or pledged to secure the Agreement or Bond(s) shall be returned to the person delivering/pledging such collateral upon all financial requirements concerning this Agreement having been met and upon written original receipt from the court(s) that the Bond(s) have been released. In the event all financial requirements have not been met by the undersigned, the collateral delivered/pledged will be subject to forfeiture and sale within (30) thirty days. Such Collateral may be subject to storage charges of \$ _____ per day.
18. _____ : Collateral **(HAS) / (HAS NOT)** been delivered/pledged to secure this Agreement.
19. _____ : A Deed of Trust **(HAS) / (HAS NOT)** been executed to secure this Agreement.
20. _____ : A Promissory note has been completed to secure this Agreement of Bond(s) and made part of by this reference.
21. _____ : Customer agrees the he/she/they have received a copy of this agreement and that any amounts hereunder not paid may be charged to credit cards(s) listed on application.

I/We read and understand the English Language **YES / NO** _____ (please circle and initial)

I/WE have translated for the undersigned to _____

X _____ X _____
 Indemnitor Date

X _____ X _____
 Witness/Translator/Notary (circle one) Date

PROMISSORY NOTE

\$ _____, Colo. _____

By Indemnitor _____ after date, for value received I/We promise to pay to the order of _____ at the office of

Angels Bail Bonds, P.O. Box 963 at Englewood, CO. 80151 _____, Dollars, with interest at the rate of 0 percent (0%) per annum, payable on demand.

IT IS AGREED that if this note is not paid when due or declared due hereunder, the entire principal and accrued interest thereon shall draw interest at the rate of 21percent (21%) per annum and that failure to make any payment of principal or interest when due or any default under any circumstances or agreement securing this note shall cause the whole note to become due at once, or the interest to be counted as principal, at the option of the holder of the note. The makers and endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to any extension of time of payment and partial payments before, as or after maturity, and if this note or interest thereon is not paid when due, or suit is brought, agree to pay all reasonable costs of collection, including reasonable attorney's fees, and if foreclosure is made by the Public Trustee, reasonable attorney's fee to be added by the Public Trustee to the cost of foreclosure.

It is further agreed and specifically understood that this note shall become satisfied in the event the said defendant shall appear in the proper court(s) at the time or times directed by the judge or judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the Defendant have been fulfilled and the SURETY discharged of all liability thereunder, otherwise to remain in full force and effect.

X _____ X _____
 Indemnitor Date

Due: Upon Demand For Defendant: _____

X _____ X _____
 Witness/Translator/Notary (circle one) Date