

INDEMNITY AGREEMENT

YOU ARE ASSUMING SPECIFIC OBLIGATIONS—READ CAREFULLY

The undersigned Defendant and Indemnitor(s) (hereinafter, collectively referred to as "Parties") do hereby represent that the statements made herein, as an inducement to _____ (hereinafter, referred to as "Company") to execute the bond for the Defendant, are true and the Defendant and the undersigned Parties agree as follows:

1. To authorize and direct their 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 and any other person or organizations having information concerning the Parties whereabouts to give such information to the Company and its assigns and/or duly authorized representatives for the purposes of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Parties hereby waive their rights with respect to the Privacy Act and authorize the use of copies of this document by the Company and/or their representatives.
2. To Indemnify the Company against all liability, loss, damages, attorney's fees, fines and expenses whatsoever, including but not limited to returning prisoner costs, which the company may sustain or incur in making such bond, prosecuting or defending any action brought in connection thereof, and enforcing any of the agreements herein contained, and specifically in enforcing any collateral or indemnifying agreement as well as any expenses incurred in locating Defendant and producing them in Court. If upon failure of the Parties to comply with this agreement and the Company is forced to refer this Agreement to an attorney for collection, the Parties agree to pay a reasonable attorney's fee whether such action proceeds to Judgment. Each Party agrees that that all obligations under this Agreement are joint and several. Demands, protests, and notice of protest, as well as all other requirements necessary to hold them liable, are hereby waived by the Parties. Each Party hereby waives all right to exemption under the Constitution and the Laws of the State of Alabama or any other State.
3. The Company shall have the absolute right to cancel said bond and/or to procure its release from the bond, for the release of the Indemnitor(s), and to do all things so permitted by law, for the release of the Company. The Company shall be held harmless and is released from all damages which may be sustained by the undersigned by reason of such cancellation, surrender, or release of the undersigned. It is understood that the Company is acting in good faith in cancelling this undertaking and surrendering or causing the surrender of the Defendant. The Company has the right to cancel this bond at any time, with or without notice to the Parties.
4. That joint or several suits may be brought to recover hereunder against the undersigned Parties, and the bringing of such suit or obtaining judgment shall not prejudice the Company's right to bring other suits until the Company has obtained complete satisfaction and reimbursement for all expenses incurred because of a breach of this Agreement.
5. To deposit with the Company, upon demand, such collateral as the Company may demand and execute any collateral agreement hereafter demanded by Company. The Parties agree that the Company shall have a lien on all property owned by the Parties for sums due to the Company or for which Company has or may become liable for as a result of executing the bond(s) referred to herein.
6. This bond shall continue in force for preliminary hearings and until the Defendant's case is cleared on the Court's docket. Should it be necessary to transfer this bond from one court to another, it is agreed that the Parties obligations under this Agreement or any collateral agreement be unaffected by such transfer.
7. That any evidence of payment by the Company, made by reasons relating to this bond, shall be conclusive evidence of such payments as to the Parties, their estates, their successors, and assigns, and those entitled to share in their estates.
8. That Parties' obligations and indemnities contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that the Company is relieved of all duties, demands, liabilities, costs, and/or expenses in any way related hereto.
9. It is understood by the Parties that the bond premium is fully earned upon execution of the bond and is non-refundable.
10. Any Indemnitor may be relieved of further liability at any time upon written notice to the Company and the surrender of the Defendant to the proper authorities or upon replacement of the Indemnitor by other Parties acceptable to the Company. Said acceptance must be in writing. Further, said Indemnitors requesting release from liability understand that if the Defendant is incarcerated by the Company or it's authorized representatives, that does not relieve them from other liability concerning the costs, expenses, suits, orders, and other judgments incurred by the Company in re-incarcerating the Defendant. If an indemnitor requests release from liability from the Company, said Indemnitor must place with the Company a deposit of twenty (20) percent of the bond amount in case until such time as the Defendant can be incarcerated and the exact expenses in re-incarcerating the Defendant can be determined.
11. The Defendant is to remain within the jurisdiction of the Court during the undertaking of this Agreement by the Company unless authorized or permitted by the Court. The Defendant must appear in Court promptly at the time designated and required by the Court and the Parties shall keep the Company advised of any fact or matter endangering risk to the Company, including Defendant's change of address, residency, or any attempts to flee the jurisdiction of the Court.
12. The Defendant expressly waives their right to fight any order of extradition if the Defendant flees the jurisdiction of the Court subject to this bond.
13. Per state law, it is a Class A Misdemeanor to provide false information to the court, or to the surety on any bail bonds forms or contracts. The Company will refer either Party, the Defendant or the Indemnitor(s) to local law enforcement for a violation of providing false information to the Company.
14. If the Defendant fails to appear in court for any scheduled appearance, a \$100 (One Hundred Dollar) fee will be taxed against the Parties.
15. The Parties agree that the Company may use electronic monitoring in undertaking their duties to ensure Defendant's compliance with this Agreement.
16. The Parties agree that if the Defendant's case remains on the Court's docket past one (1) year from the execution of this Agreement, there is an administrative fee of \$150.00 per year, for each successive year, to be paid to the Company until the Defendant's case is cleared from the Court's docket.
17. It is specifically agreed that this Agreement shall bind the Parties, their heirs and assigns, executors, administrators, both jointly and severally. It is specifically agreed that this Agreement shall be construed and enforced under the Laws of the State of Alabama. If any portion of this Agreement is ruled or held to be unenforceable, the remainder shall be enforced with the same effect as though such provisions were omitted.
18. Where this instrument is signed by more than one person, all such persons (Defendant's and Indemnitor(s)) shall be jointly and severally liable for the payment of any such sums incurred herein, and each Party acknowledges that they have read the foregoing and agrees to the terms contained herein.

WITNESS the signature of the Parties this _____ Day of _____ 20_____.

Defendant: _____

Indemnitor (2): _____

Indemnitor (3): _____

Indemnitor (4): _____

Indemnitor (5): _____

Indemnitor (6): _____

BONDING COMPANY AGENT: _____