

BERTS BAIL BONDS

1285 HANCOCK ROAD SUITE A , BHC,AZ 86442

928-754-FREE (3733)

INSTRUCTIONS FOR BAIL BY EMAIL / FAX

THIS IS PAGE ONE

PAGE TWO IS THE APPLICATION. FILL IN THE TOP PARTS ABOUT THE DEFENDANT AND THE BOTTOM PART ABOUT THE SIGNER. FILL IN ALL YOU KNOW, LEAVE BLANK ALL YOU DON'T KNOW.

PAGE THREE IS THE MAIN CONTRACT. SIGN AT THE BOTTOM, DATE, AND WRITE IN YOUR ADDRESS.

PAGE FOUR NEEDS TO BE INITIALED ALL DOWN THE LEFT SIDE BY ALL SIGNERS AND SIGNED AT THE BOTTOM WITH ADDRESS WRITTEN IN , AS WELL.

PAGE FIVE SIGN AND ADDRESS AT BOTTOM. (PLAIN TALK CONTRACT)

PAGE SIX ARE THE RECEIPTS, SIGN AND ADDRESS TWICE.

PAGE SEVEN IS THE DEED OF TRUST, SIGN AND ADDRESS IN FRONT OF A NOTARY PUBLIC (IF USING HOUSE FOR COLLATERAL)

MAKE A CLEAR COPY OF YOUR DRIVERS LICENCE, PAYCHECK STUB AND FRONT AND BACK OF THE CREDIT CARD TO BE USED.

EMAIL ALL BACK TO JONNYBAILBONDS@GMAIL.COM

CALL US WITH ANY QUESTIONS, AND THANK YOU



APPLICATION FOR BAIL

SENECA INSURANCE CO., INC. - BAIL BOND DIVISION

Amt. of Bail \$ _____ Total Charges \$ _____

Premium Chg \$ _____ Received \$ _____

Date of Bond: _____

Bond Power No. _____ Balance \$ _____

Agent: _____

Bond Power No. _____

Defendant's Booking Name _____ True Name _____

Street Address _____ Apt _____ City & State _____ How Long _____

Home Phone _____ Cell Phone _____ D.O.B _____ Sex _____ Race _____

Height _____ Weight _____ Hair _____ Eyes _____ Glasses _____ Moustache _____

I.D.Marks _____ Birthplace _____ S.S.# _____ D.L.# _____

Date of Arrest _____ Where Held _____ Charges _____

Case # _____ Booking# _____ Date to Appear _____ Time _____

Court _____ Jud. Dist. _____ Div. or Dept _____ County _____

Former Address _____ Apt# _____ City and State _____ How Long _____

Employer _____ Address _____ Phone _____

Occupation _____ Mo. Income _____ Supervisor _____ How Long _____

Previous Arrest Charge _____ Court _____ County _____ Dates Arrested _____

Disposition _____ Previous Bail _____ By Whom _____ Amount of Bail \$ _____

On Probation? _____ Where _____ Probation Officer _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

Real Estate Description _____ Value _____ Mortgage Amount _____

Spouse _____ Address _____ City & State _____ Home Phone _____

Spouse's Cell Phone _____ D.O.B _____ S.S.# _____

Spouse's Employer _____ Address _____ City & State _____ Phone _____

Spouse's Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

Children Names & Ages _____

REFERENCES:

Name	Address	Phone No.	Cell Phone	Relationship
1. _____	_____	_____	_____	Father
2. _____	_____	_____	_____	Mother
3. _____	_____	_____	_____	Sis/Broth
4. _____	_____	_____	_____	Friend

INDEMNITOR NAME: _____ Home Phone _____ Cell Phone _____

Address _____ City, State, Zip _____

Social Security # _____ D.L.# _____ D.O.B. _____ Relation to Defendant _____

Employer _____ Address _____ Phone _____

Occupation _____ How Long _____

Spouse _____ Spouse's Employer _____ Address _____

Occupation _____ How Long _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

INDEMNITOR NAME: _____ Home Phone _____ Cell Phone _____

Address _____ City, State, Zip _____

Social Security # _____ D.L.# _____ D.O.B. _____ Relation to Defendant _____

Employer _____ Address _____ Phone _____

Occupation _____ How Long _____

Spouse _____ Spouse's Employer _____ Address _____

Occupation _____ How Long _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

It is unlawful 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.

In order to receive a return of your collateral from your bail bonding agent you must deliver a copy of the court order resulting in a release of the bond by the court to the bail bonding agent or the surety company.

I certify that the above is true and correct. I further understand that this is an application for a type of credit and authorize a review of my credit history via credit reporting agency checks.

Indemnitor's Signature _____

~~Indemnitor's Signature _____~~ Date _____

BERT'S BAIL BONDS
1285 HANCOCK ROAD, SUITE A
BULLHEAD CITY, AZ 86442
(928) 754-3733

Defendant's Signature _____ Date _____

INDEMNITY AGREEMENT FOR SURETY BAIL BOND

SENECA INSURANCE COMPANY, INC.

160 Water Street, 16th Floor, New York, New York 10038

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BERT'S BAIL BONDS
1285 HANCOCK ROAD, SUITE A
BULLHEAD CITY, AZ 86442
(928) 754-3733

The undersigned, called "First Party," make application to _____ called "Second Party," for execution by SENECA INSURANCE COMPANY, Inc., a corporation called "Surety" for Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$ _____ for _____ called "Principal," and in consideration of Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ _____ per annum (where applicable) for the Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested or his bail reduced or his case dismissed shall not obligate the return of any portion of said premium. This bond is renewable each year if applicable to your State. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this bond was executed. If said renewal premium is not paid upon written demand, Second Party or Surety has the right to surrender Principal and exonerate the bond pursuant to state regulations.

SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with the regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond, plus any reasonable expenses or liabilities incurred as a result of searching for the recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Judgment entered thereon.

FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fees.

FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

SIXTH: To pay Second Party or Surety immediately upon demand for any default or breach of the terms and conditions included herein.

SEVENTH: To aid second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds there from and any and all money deposited to payment or reimbursement for the herein above liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the herein above charges.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required, without returning all premium paid. Unless, the surrender is a result of judicial action, information concealed or misrepresented by the Principal or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or any one of them. Prior to foreclosure, bond collateral, including any cash collateral deposited, Surety will notify second party that the forfeiture has been issued and that it is the intent of the Surety to foreclose against any collateral taken.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal or of any of the first Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the first Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or of any charge arising out of the same transaction, regardless of whether said Bail bonds are filed before or after conviction, but not in a greater amount.

FURTHER, by signing below, I hereby authorized Seneca Insurance Company, its attorney-in-fact or independent contractor to obtain a report of my credit history or other information required in fulfilling the obligations of the contractual agreement which we have entered into.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Indemnity Agreement executed herewith each represents; I have read the Indemnity Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Indemnity Agreement; that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Indemnity Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

This _____ Day of _____, 20 _____ set my hand.

~~X~~ _____
Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

BERT'S BAIL BONDS

1285 HANCOCK ROAD, STE A
BULLHEAD CITY, AZ 86442
(928) 754-3733 / (928) 680-9566

INDEMNITOR/GUARANTOR CONDITIONS OF RELEASE

DATE: _____

DEFENDANT: _____

JAIL: _____

BOND #: _____
BAIL
AMOUNT: _____
PREMIUM
AMOUNT: \$ _____
AMOUNT
PAID DOWN: \$ _____
UNPAID
AMOUNT: _____

✓ initial all

1) I understand that the defendant MUST call the bail office between 10am and 4pm every _____ each and every week or as otherwise directed until YOU provide us with WRITTEN PROOF by the court that the bond is exonerated. FAILURE TO CALL-IN WILL RESULT IN THE IMMEDIATE ARREST OF DEFENDANT. Defendant must appear in bail office upon request. FALSE INFORMATION on bond application by either defendant or indemnitor will result in immediate arrest of defendant.

2) I understand that the defendant may not leave the State unless written permission is received by the court and bail agency.

3) I agree to notify the bail agency, within 48 hours of any changes, including but not limited to any change of address or employment of either myself or the defendant.

4) I understand I am responsible for paying the full amount of the bond(s) posted if the defendant does not appear in court for every appearance and any other time ordered by the court, until the defendant is sentenced or the case is dismissed by the court and the bond is exonerated.

5) I understand that, if it becomes necessary to arrest and/or surrender the defendant, that I am responsible for paying for all investigation costs and expenses incurred for locating and apprehending the defendant. Independent investigators may charge up to 25% of the bond plus expenses for obtaining defendant's surrender.

6) Investigation costs will begin to accrue after defendant fails to appear, an indemnitor requesting the defendant be placed back in custody, or any other breach of bail bond agreement. The defendant must not commit any such act or new crimes that will result in his/her arrest. there will be a \$300.00 fee to surrender defendant that is already in custody.

7) I understand I am responsible to pay all court costs and appearance fees (\$300 minimum) for the bail agency to reinstate or exonerate the bail bond if necessary.

8) I understand that collateral can not be released until all bonds posted on my behalf for defendant have been exonerate, and written notice from the court are provided to the bail agency.

9) I understand the obligation under this agreement is joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other indemnitors on this agreement.

10) I understand that collateral deposited as security may be levied upon in the manner provided by law and proceeds of such collateral may be applied to any unpaid premium, charges, forfeitures, court costs, investigations fees, or unusual expenses. There will be a storage fee of \$_____ per day on collateral being stored. There will be a storage fee of \$_____ per day on vehicles that must be impounded due to monies owed to bonding company.

11) I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day each month at a rate of 18 percent per annum. There is a 20% late fee on all scheduled payments not received within five days of the due date.

12) I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate court. This process may be done faster if I obtain written verification of the bond exoneration from the court and provide it to the bail bond agency.

I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY RESPONSIBILITY AND OBLIGATIONS AS INDEMNITOR/GUARANTOR/DEFENDANT

SIGNATURE:  SIGNATURE: _____

NAME: _____ NAME: _____

RECEIVED COPY _____ (INITIAL)

BERT'S BAIL BONDS

1285 HANCOCK ROAD, SUITE A, BULLHEAD CITY, AZ 86442

BULLHEAD CITY 928-754-FREE (3733)

LAKE HAVASU CITY 928-680-9566

FLAGSTAFF 928-774-BAIL (2245)

FAX: 928-763-8847

PLAIN TALK CONTRACT

Contract Date _____

Power Number _____

Bond Amount \$ _____

Premium Amount \$ _____

I understand that in signing this bond for obtaining the release of the defendant,

That I am responsible for him/her to appearing in Court each time he/she is so ordered; also, if he/she fails to follow any and all instructions or orders of the Court or forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court, I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such a forfeiture occurs and defendant is not surrendered to the Court within the time prescribed by law, I understand that I am required to pay the FULL AMOUNT of the bond posted, including any unpaid bail premium.

IMPORTANT NOTICE: BEFORE COLLATERAL CAN BE RETURNED. WE MUST RECEIVE WRITTEN NOTICE FROM THE CLERK OF THE COURT THAT THE BOND HAS BEEN EXONERATED.

I am not a paid signer. I have no connection with a Bail Bond Consultant. I have read the above contract and understand it, and agree to fulfill ALL of the provisions therein.

Signed: 

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

Agent: Robert Lambert

Seneca Insurance Company, Inc.
 160 Water Street, 16th Floor
 New York, NY 10038
 (212) 344-3000

BERT'S BAIL BONDS
1285 HANCOCK ROAD, SUITE A
BULLHEAD CITY, AZ 86442
RECEIPT FOR COLLATERAL (928) 754-3733

516836

This _____ day of _____ 20 _____
 received of _____ Name of Depositor _____ Address _____

as security for the execution of Bail Bond written in the sum of \$ _____
 on behalf of defendant _____ the following
 described collateral _____

Said Collateral is deposited as security for the payment of any sums which may become due to the Agency or the "Surety" by the terms of the Bail Bond Agreement executed by the said Defendant and Indemnitors, all of the terms of which are made part of his/her receipt by this reference.

Above conditions are agreed to:

~~Signature~~ SIGNATURE OF DEPOSITOR _____ DATE _____

~~Address~~ ADDRESS _____

~~Signature~~ SIGNATURE OF DEPOSITOR _____ DATE _____

ADDRESS _____

RECEIPT FOR RETURN OF COLLATERAL

RETURNED BY _____ DATE _____

DEPOSITOR _____

DEPOSITOR _____

TO RELEASE COLLATERAL YOU MUST OBTAIN A BAIL BOND DISCHARGE FROM THE COURT HAVING FINAL JURISDICTION.

- THIS IS NOT A NEGOTIABLE INSTRUMENT -

SEN-108

White: Agent Copy Yellow: Company Copy Pink: Depositor Copy

RECEIPT AND STATEMENT OF CHARGES

NAME AND ADDRESS OF BAIL BOND AGENT

BERT'S BAIL BONDS
1285 HANCOCK ROAD, SUITE A
BULLHEAD CITY, AZ 86442
(928) 754-3733

TELEPHONE # _____
 BY (Print Name) *Robert Lambert*

X _____ SIGNATURE

RECEIVED OF:

NAME _____

ADDRESS _____

POWER NUMBER	_____
Date	_____ 20 _____
BAIL BOND PREMIUM	\$ _____
MISC. CHARGES	\$ _____
TOTAL CHARGES	\$ _____
RECEIVED ON ACCOUNT	\$ _____
BALANCE	\$ _____

Expenses (Itemize in detail, such as Guard Fees, Recording Fees, Notary Fees, Long Distance Calls, Telegrams, Travel and other actual, unusual expenses.)

WAS COLLATERAL TAKEN?
 IF YES, USE COLLATERAL RECEIPT.
 YES NO

MEMORANDUM OF BAIL BOND FURNISHED

DEFENDANT _____ \$ _____ AMOUNT OF BOND _____ DATE _____

CHARGES _____

CASE NO. _____ COURT _____ CITY _____

DATE RELEASED _____ DATE TO APPEAR _____ TIME _____

RECEIVED COPY OF ABOVE RECEIPT AND MEMO (SIGNATURE OF DEFENDANT OR DEPOSITOR)

ADDRESS →

Recording Requested By:

When Recorded Mail To:

Space Above for Recorder's Use

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this _____ day of _____ 20____ between
_____ herein called Trustor, and
_____ herein called Trustee, and

SENECA INSURANCE COMPANY herein called Beneficiary.

WITNESSETH: That Trustor irrevocably grants, transfer and assigns Trustee in Trust, with the power of attorney and sale, that property in the County of _____, State of Arizona, described as:

Together with appurtenances thereto and the rents, issues and profits thereof for the purpose of securing the performance of each agreement of the Trustor herein contained, and for payment of the Beneficiary of the monies due it, and of all losses, damages, expenses and liabilities suffered, sustained or incurred by the Beneficiary, and for the purpose of securing the performance of all of the obligations of all parties of the first part, as set forth and described in all bail bond agreements which agreements are made a part hereof by reference as though herein fully set forth, on account of, growing out of or resulting from the execution of a bond of beneficiary on behalf of

_____ (Defendant)

for which amounts and the matters set forth in the said Bail Bonds agreement the presents are security.

TRUSTOR AGREES:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to maintain adequate insurance thereon and to pay at least ten (10) days before delinquency all taxes and assessments affecting said property, all encumbrances, charges and liens, with interest, on said property or any part thereof, and all costs, fees and expenses of this Trust.
2. That upon default of any obligations the Beneficiary may collect the rents, issues and profits of said Property.
3. That Beneficiary, or any successor in ownership of any indebtedness or obligation secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

4. If the aforesaid bond has been declared forfeited or if the Beneficiary has sustained a loss, damage, expenditure or liability on account of the aforesaid bond, the Beneficiary shall execute and deliver to the Trustee a certificate setting forth the following: the date and amount of said forfeiture, less damage expenditure or liability, that payment thereof has been demanded of the party or parties on whose behalf the aforesaid bond was executed, and the same has not been paid to the Beneficiary. In addition to the said certificate, the Beneficiary may declare all or part of the obligations secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary shall also deposit with Trustee this Deed. After the lapse of such time as may then be required by law, Trustee, without demand of Trustor, shall sell such property at the time and place fixed by it in said notice of sale either in whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this trial, including reasonable attorney(s) fees. Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum amount allowed by law in effect at the date hereof, all other obligations then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

5. This deed of trust is made pursuant to Chapter 6.1, Sections 33-801, Arizona Revised Statutes as amended and is to be construed in accordance with that chapter.

THE UNDERSIGNED TRUSTOR requests that a copy of any notice of default and of notice of sale hereunder be mailed to him at this mailing address below his signature hereto.


TRUSTOR

TRUSTOR

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

County of _____ State of _____

Subscribed and sworn before me this ____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)

