

AGREEMENT AND TERMS OF BOND

It is understood and agreed that the happening of any of the following events shall constitute a breach of principal's obligations to the A BAIL AWAY BONDING COMPANY.

- (a) If principal shall depart the jurisdiction of the court without the consent of A BAIL AWAY BONDING COMPANY.
- (b) If principal shall move from one address to another without notifying A BAIL AWAY BONDING COMPANY.
- (c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
- (d) If principal shall make any material false statement in the application.
- (e) If principal shall be incarcerated while under this bond and makes bond with another bonding company.
- (f) Signature of principal is evidence of his agreement that monies paid by him concerning this bond is irrevocable.
- (g) The principal gives permission and authorization for A Bail Away Bonding Company to run credit checks on same.
- (h) That principal and co-signer have read this contract and note and agree to all terms of it.

PRIVACY ACT WAIVER & AUTHORIZATION TO RELEASE INFORMATION

The Defendant hereby authorized and directs his/her relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue, The State Department of Disability Insurance, The United States Armed Forces, The State Division of Motor Vehicle, all Municipal, County, State and Federal Law Enforcement Agencies, and any other person or organization having any information concerning the Defendant's whereabouts to give such information to A Bail Away Bonding Company and its assigns and/or duly authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his or her appearance reimbursement for any expenses in his/her rights with respect to the Privacy Act and authorizes the use of copies of this document by A Bail Away Bonding Company and its assigns and/or duly authorized representatives.

I hereby release you, as custodian of such records, and any school, college, university, medical, or other repository medical records, credit bureau, lending agencies, consumer reporting agencies, retail establishments, including it's officers, employees, or related personnel both individually and collectively, from any and all liability for damages of what ever kind, which may at any time result to me, my heirs, family or associates, because of compliance with this authorization and request to release information, or any attempt to comply with it. A graphic description or visible image, along with any pertinent information may be posted on the internet should subject jump bond or fail to appear.

EXTRADITION WAIVER

I, _____, having been duly informed of my rights to demand and secure legal counsel to test the legality of my arrest through habeas corpus proceedings and to the issuance and service or a warrant of extradition, do hereby voluntarily and of my own free will, without any threats, promises, undue influence, or coercion of any kind or nature, waive my right to extradition

from any State in the United States of America, to return to the State of Tennessee, County of _____

in custody of Officers or Bondsmen of the State and County to answer to the charges of _____ which has been or will be filed against me there.

Date _____ Signature _____

Social Security Number _____

PLEASE READ CAREFULLY!
PRIVACY & EXTRADITION
WAIVER AUTHORIZATION

Print Full Name _____

Notary Signature _____

Print Full Name _____

UNITED STATES COURT RULING

When bail is given, the principal is regarded as delivered to the custody of his sureties (bondsman). Their dominion is a continuance of the original imprisonment. Whenever they choose to do so, they may seize him and deliver him up to their discharge, and if this cannot be done at once, they may imprison him until it can be done. They may exercise their rights in person or by an agent. They may pursue him into another state. May arrest on the Sabbath; and if necessary, may break and enter his house for that purpose. The seizure is not made by virtue of any new process, none is needed. It is likened to the re-arrest by the Sheriff of an escaping prisoner.
1972 Supreme Court decision in favor of Prather and Rivkin.

PROMISSORY NOTE

\$ _____ Date _____, 20 _____

FOR VALUE RECEIVED and in consideration of A BAIL AWAY BONDING COMPANY, making the bond of (Principal)

_____, the undersigned makers and endorsers, _____,

_____ hereby promise to pay to the order of A BAIL AWAY BONDING COMPANY, together with any assignees hereof or other holder, at the office of the holder, the sum of _____ (\$ _____)

dollars. This note shall be due on demand upon a forfeiture of the bond of (Principal) _____,

Upon default in the payment of this note, the makers and endorser's agree to pay all costs of collection, including reasonable attorney's fees of 15% in case this note is collected by or through an attorney at law, plus any and all expenses incurred as a result of the final bond forfeiture and those expenses incurred in seeking and/or apprehending the principal.

The makers and endorser's of this note severally waive presentment hereof for payment, protest and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned.

The liability of the undersigned is joint and several, and this indebtedness may be enforced against any one or more of the undersigned. I have read and do fully understand the terms and contents of this note.

PHONE, HOME _____

PHONE, WORK _____

ADDRESS Co-Signer

WITNESSED

SIGNED