



**SPRING BREAK LLC
AGENT CONTRACT**

CITY BONDING LLC, hereinafter referred to as CITY, and _____, hereinafter referred to as AGENT, in consideration for mutual promises each to the other made and other good and valuable consideration, hereby mutually agree and understand as follows:

1. The territory for which the AGENT is appointed is **CLEVELAND** and all surrounding counties (“Business Territory”) in the State of **OHIO**.
2. AGENT shall maintain his/her principal office at :
PO BOX 3114 LORAIN OHIO 44052.
3. CITY does hereby appoint AGENT as an executing AGENT for the transaction of bail bond business in the Business Territory; said bonds to be placed exclusively through CITY with an authorized Insurance Company. AGENT does hereby accept said appointment subject to the provisions hereof and specifically agrees that, during the term of this agreement, he will use his/her best efforts to write bonds for CITY and will transact no such bail bond business of any kind except through CITY and with such companies as CITY represents or to any company CITY may refer business.
4. CITY agrees to furnish AGENT with such application forms, bonds, powers of attorney, indemnity agreements, mortgages, and other similar materials as may be reasonably necessary for the transaction of the bail bond business contemplated herein.
5. AGENT shall keep complete records in such form as CITY or CITY’S companies and/or the regulatory authorities of pertinent States and/or their political subdivisions may require. All such records, books of account, documents, vouchers, memoranda and other writings connected with the bail bond business of AGENT shall be open for inspection during normal business hours to CITY and/or Company with whom CITY places and/or refers such bail bond business. AGENT shall transmit to CITY, at such intervals and in such manner as CITY shall instruct, reports on all bonds written by or through AGENT showing such information as CITY or CITY’S companies may require.

6. AGENT shall charge and collect premiums on all bonds written at such rates as shall be prescribed by any Surety Company with which said bonds are placed. No credit is extended to AGENT for such premiums, and the amount of said premium, less the AGENT'S Commission, shall be paid to MIDWEST by AGENT, whether collected or not. AGENT is solely responsible for the collection of the premiums. AGENT is responsible for the premium, less his/her commission, for the maximum premium amount on all powers of attorney issued to him/her and not accounted for. AGENT shall **send a report to CITY** EMAIL with ALL BONDS written for that period of time. You will receive a phone call if you do not submit your report in accordance with this schedule.
7. All monies, securities, and other collateral received by AGENT in connection with business placed through CITY will be forwarded by him/her to CITY in accordance with such instructions as may from time to time be given to him/her.
8. AGENT'S compensation shall be determined by the **attached commission schedule**. AGENT'S commission shall be AGENT'S sole remuneration and CITY shall not be responsible for any expenses of conducting the AGENT'S bail bond business.
9. AGENT will indemnify and defend CITY and any and all insurance companies whose bonds are written by AGENT and hold each of them harmless from any and all liability, loss, costs, damages, claims, suits, attorney's fees and expenses due to the loss of unreported premium, unreported cash collateral or any other funds due and not reported to CITY. If AGENT fails to discharge this liability, CITY may do so at the expense of the AGENT. It is specifically understood and agreed that AGENT has no liability on bond forfeitures, unless AGENT fails to comply with underwriting rules and regulations.
10. This Agreement may be terminated by either party for any reason immediately upon written notice thereof to the other party. Upon termination, transaction of new business hereunder shall cease immediately; however, AGENT shall continue to carry out the obligations hereunder pending termination of all outstanding bonds written under this Agreement. Said continuing obligations shall not terminate until such time as AGENT has, by written exonerations or other evidence satisfactory to CITY, demonstrated that liability on all bonds written by or through AGENT under this Agreement has been terminated.
11. Non-disclosure of Confidential Information. AGENT acknowledges that as a result of his engagement by CITY, he will be acquiring and/or adding to confidential information of a special nature and of significant value to CITY in regard to the nature and type of services rendered by CITY, the methods used by CITY in conducting a bail bond agency, and expanding, organizing,

managing and controlling such a business within a given area. As a material inducement for CITY'S agreement to enter into this Agreement and to pay AGENT the compensation stated in this Agreement, and to provide the advice, material, services and consolation time of CITY and other resources to be provided by CITY hereunder, AGENT covenants and agrees that he shall not, at any time during the term of the Agreement or at any time after termination of the Agreement, or during the effective period of the covenant not to compete set forth in Section 12 below, either directly or indirectly, divulge or disclose to any person or entity for any purpose any confidential information, forms, records or material obtained by, or disclosed or given to, AGENT as a result of his engagement by CITY in the performance of AGENT'S duties and responsibilities under this Agreement. CITY shall have the right to determine, in its sole desecration, whether any information, forms, records or materials are considered to be confidential.

12. Covenant Not to Compete

12.1 Term. As a material inducement to CITY to enter into this Agreement and to pay AGENT the compensation stated in this Agreement and to provide the advice materials, services and consolation time of CITY, and the other resources to be provided by CITY, AGENT hereby covenants and agrees that, for a period of 60 months after the termination of this Agreement under Section 10 above, AGENT shall not, either directly or indirectly (including, without limitation, as a proprietor, partner, investor, shareholder, member, manager, director, officer, employee, consultant, agent, independent contractor or otherwise):

I have read and understand this _____ (agent)

12.1.1 solicit, induce, recruit or otherwise cause any agent of CITY working for CITY within or outside of the Business Territory (i) at any time within six (6) months prior to the date this Agreement terminates, or (ii) on the date of this Agreement terminates or (iii) at any time during said 60-month period, to terminated his or her relationship with CITY, in whole or in part, for the purpose of becoming employed, engaged or associated with, directly or indirectly, (including, without limitation, as a proprietor, partner, investor, shareholder, member, manager, director, officer, employee, consultant, agent, independent contractor or otherwise) any business or activity which involves in any way the writing or issuance of bail bonds within the Business Territory; or

I have read and understand this _____ (agent)

12.1.2 engage in any way in the writing or issuance of bail bonds or otherwise engage in the bail bond business within the Business Territory.

I have read and understand this _____ (agent)

12.2 Covenants of Agent: Modification by Court. AGENT has carefully reviewed and considered the provision in Section 11 and this Section 12.1 and agrees that the provisions of said Sections, including without limitation the time period of the restriction, the agents covered by said Sections and the geographical area of the restriction, are fair and reasonable and are reasonably required for the protection of the business and goodwill of CITY. However, if any portion of this Section

12.2.1 is held by a court of competent jurisdiction to be unreasonable, arbitrary or against public policy, the covenant not to compete set forth herein shall be considered divisible as to time, geographic area and nature of this restriction. In such event, each month of the specified period in Section 12.1 shall be deemed a separate period of time, and each county within the Business Territory shall be deemed a separate geographical area. If any court of competent jurisdiction determines the specified time period or the specified geographical area in Section

12.2.2 to be unreasonable, arbitrary or against public policy, a lesser time period or geographical area which is determined by the court to be reasonable, non-arbitrary and not against public policy, shall be enforceable against AGENT.

I have read and understand this _____ (agent)

12.3 Breach: Remedies. In the event of a breach or threatened breach of the covenants in Section 11 and/or this Sections 12.1, 12.1.1, and 12.1.2, MIDWEST shall have the right to:

12.3.1 monetary damages for any breach; and

12.3.2 equitable relief, including specific performance by means of an injunction, against AGENT, or against AGENT'S partners, agents, representatives, servants, employers, family members and/or any and all persons acting directly or indirectly by or with him, to cure, prevent or restrain any such breach, or should a court refuse for any reason to grant equitable relief, CITY shall be entitled to liquidated damages equal to Fifty percent of the sum of all premiums for all bail bonds written during said 60 month period by (1) agent or his partners, agents, representatives, servants, employees, family members and/or any and all other persons acting directly or indirectly by or with him, or (ii) any AGENTS recruited, solicited, induced, enticed or causes to leave CITY in breach of this Section 12.1.1, and the foregoing sum is agreed to herein as reasonable compensation for the injuries suffered by CITY, and shall not constitute a penalty; and

12.3.3 recover from AGENT all reasonable attorneys' fees and costs incurred by CITY in enforcing the provisions of this Agreement.

All of the remedies in this Agreement are cumulative and shall not be deemed exclusive, and shall not prohibit CITY from pursuing any other rights and remedies available at law or in equity and not specified in this Agreement.

13. Additional Covenants. The right and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of CITY and AGENT, provided that this Agreement may not be assigned by AGENT without express written consent of CITY. If legal proceedings are commenced to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and cost incurred (including fees and costs incurred on appeal) in connection with such proceedings from the non-prevailing party.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this day of ___/___/_____.

WITNESS:

CLEVELAND CITY BONDING

AGENT

CITY BONDING LLC

AGENCY NAME

SPRING BREAK, LLC,
OFFICE MANAGER



BAIL BONDS AND FUGITIVE RECOVERY SERVICES