DISCLOSURES

Est. 1967
City Bonding, Inc. d/b/a City Bonding
Thomas McGuire Bail Bond Company
12931 Bellaire Rd. Ste 100

Cleveland, Ohio 44135 Ph. (216) 245-7827 Fax (216) 417-5004

Date	
Amount of Bond	
Amount of Annual Premium	
Amount of Executing Costs	
Amount Received	
Balance Due	
Agent	
Collateral	
Power #	

PREMIUM IS NON-REFUNDABLE

Court	CPD NO		Sheriff's No.			
Charge	Court Date		Case No			
Attorney's Name	Name Phone No					
The parties agree that said Appearance Bond is conditioned upon full compliance of the following: 1. Surety shall have control and jurisdiction over the Defendant during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time provided by the law. 2. It is understood and agreed that the happening of any one of the following events shall constitute a breach of the Defendant's obligations to Surety, and (a) If Defendant shall depart the jurisdiction of the court without the written consent of the court and Surety, or its Agent. (b) If Defendant shall move from one address to another without notifying Surety, or its Agent in writing prior to said move. (c) If Defendant shall commit any act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond. (d) If Defendant is arrested and incarcerated for any offense other than a minor traffic violation. (e) If Defendant shall make any material false statement in this Application.						
Defendant Information						
Name		Phone No				
Address	City		St	Zip		

Date of Birth			_SSN		
Alias or Nicknames					
	How Long?				
Spouse's Name	Race/Gender				
Add'I Info					
Indemnitor Information				Relation to Defendant	
Name	Phone No			· · · · · · · · · · · · · · · · · · ·	
Address			City	St	Zip
How Long?	Rent	Own	DOB	SSN	
Employer				How Long?	

Spouse's Name	Employment	
References		
1. Name	Relation to Deft/Ind	
Address	Phone	
2. Name		
Address	Phone	
3. Name		
Address		



PREMIUM FOR BAIL BONDS IS NON-REFUNDABLE

The premium for a surety bail bond is earned upon the posting of such a bond with the incarcerating court. No subsequent event of forfeiture, surrender or re-release shall change the status of an earned premium, nor entitle the principle or other premium payor to a refund.

Premium paid shall be refundable only when requested before the surety bail bond is actually posted. The refund due shall be determined by subtracting from the premium paid City Bonding Company, Inc. reasonable expenses, including attorneys fees and employee time, associated with preparing to post said bond. City Bonding Company, Inc. may pay the refund within thirty (30) days of the receipt of a proper request. Payment of the refund to the premium payor shall satisfy and acquit City Bonding Company, Inc. from any and all obligations to the principal or the Indemnitor under the surety bail bond contract and shall act as a termination of the contract.

I understand and approve of these terms:

Premium Payor

Date

GENERAL IRREVOCABLE POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT: That I

_ by the presents

do make, constitute and appoint City Bonding Company, Inc. and it's agents the true and lawful attorney for me in my name, place and stead, assign, release and forever quit claim all of my assets and personal effects belonging to me, wheresoever found, to withdraw from my bank accounts, to collect the surrender value of any insurance policies, to pay and disburse funds on my behalf as said attorney deems proper, to charge to or draw down upon my Visa, MasterCard, debit card or other charge accounts such sums as he deems necessary to cover my obligations as principal under a surety bond posted by said City Bonding, Inc.: and to sell, hypothecate or collect upon such stocks, bonds or other instruments and investments I may have.

This Power of Attorney shall not be effected by disability of the principal. This Power of Attorney is connected to an interest and is irrevocable by the principal.

Said attorney shall have full power and authority to do and perform all and every act and thing whatsoever necessary to be done in the premesis, as fully as I might or could do if personally present.

Date	

Name

PAYMENT DEFAULT

In occurance of default of payment of this bond we will charge a \$250 fee for attorneys costs. Along with costs affiliated with filing civil litigation for collection. Also the interest rate of default will increase to 32% per annum.

_____ initial here

YOU ARE ASSUMING SPECIFIC OBLIGATIONS

-- READ CAREFULLY!

-- INDEMNITY AGREEMENT --

This agreement is made by and between the undersigned defendant (or his designee), the Indemnitor(s), and <u>Thomas McGuire</u> Bail Bond Company______ through its duty authorized agent ______ WHEREAS,

or is about to become Surety on an appearance bond for defendant in the sum of

(\$

) by its certain bond executed on the power of attorney number (s)

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties jointly and severally agree as follows: 1. That the Indemnitor will have defendant forthcoming before the court named on said bond at the time(s) therein fixed and at such other times as may be

ordered by the court.

2. That the Indemnitors agree to pay all premium due.

3. That the Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, reasonable attorney fees, expenses, suits, orders, judgments, or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said bond or undertaking and will upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, reasonable attorney fees, expenses, suits, orders, judgments, or adjudications against it, by reason of its Surety shall be required to ay the same.

4, The Indemnitors agree not to make, or attempt any transfer of property, real or personal, in which they may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the bond referred to herein.

5. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors, assigns and legal representatives.

6. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.

7. That the indemnitors' liability to Surety is not limited to the bond referred to herein, but shall apply to all other bonds or undertaking used by Surety at the request of Indemnitors, and Surety's recovery is not limited to collateral but may be taken against other assets of Indemnitors at Surety's option, subject to a final accounting.

8. That Indemnitors obligation and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.

9. That the waiver by Surety of any breech of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provision of the Agreement.

10. This Agreement shall be construed and enforced under the laws of the State of Ohio. In the event any of the provisions of this Agreement are declared or adjudged to be inconsistent with or contrary to the laws of this State, this Agreement, as to those provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were emitted.

11. The use of the plural herein shall include the singular, Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement 5 shall be binding upon indemnitors' heirs, executors, administrators, successors, representatives and assigns.

12. The parities also agree that there shall be a \$29.50 charge for each check returned or dishonored by the bank, whether for insufficient funds or otherwise.

13. The information and conditions contained on the opposite side of this pare are specifically incorporated by references as if fully re-written herein.

14. The indemnitors affirm that all the information provided herein is true and correct to the best of their belief.

15. By signing this Agreement Indemnitor agrees to permit City Bonding and/or its representative access to the residence in which they reside regardless if listed on the original Application. Indemnitor grants full access to said property without resistance and will hold City Bonding and/or its representative harmless.

IN WITNESS WHEREOF, the parities have exe	<u> </u>		
WITNESS			
	Defendant	Indemnitor	
	Defendant Address	Indemnitor Address	

Defendant Phone

Indemnitor Phone

YELLOW SHEET COMPANY COPY

WHITE SHEET AGENT COPY -

CITY BONDING INC. COGNOVIT NOTE

\$ <u> </u>					_							, 20	
	On	demand	after	date,	for	value	received	, the	undersigne	1 Co-sign	ier		
		, proi	nise(s)	to pay	to the	order	of <u>City</u>	Bondin	g Inc. d/b/a City	Bonding C	Company	whose a	ddress
is _	12931	Bellaire Rd.	Suite 3 0	Cleveland	I, Ohio	44135			, th	e sum of			
	T⊢	IOUSAND A	ND NO (CENTS					Dollars (\$), with
inter	est fror	n the date	of defa	ult, if a	ny, at	the rat	e of ten pe	ercent	(10%) per ani	num.			
	This	s note is gi	ven to				-		Co-signer	by <u>City</u>	Bonding Inc	. d/b/a	
City	/ Bonding	g Company /	Zero Do	wn Bail B	Bonds	for	the recog	nizano	e of Defenda	ant			
	In	the event	that the	ere is a	ny fai	lure of	appearan	ce, or	any other even	nt which	results in	the forfei	ture of
the a	appeara	ince bond	to any	Court,	then	the pri	incipal an	ount	of this note s	hall becc	ome imme	diately d	ue and
								-		_			

payable, with interest from such date. This note is secured by a mortgage upon real estate located in _____

_ County, Ohio.

In the event of non-payment of any principal or interest hereunder, when due, the entire balance of principal then remaining unpaid, with accrued interest thereon, shall at once become due and payable at the option of the holder hereof, without notice or demand.

The maker hereof hereby authorizes any attorney at law to appear in any court of record of the State of Ohio, or any other state in the United States, at any time after this note becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgment in favor of the legal holder hereof against the maker for the amount of principal and interest then appearing due upon this note, together with costs of suit and to release all errors and waive all right of appeal.

The maker hereof waives presentment, demand, notice of dishonor, protest and notice of non-payment of protest. The laws of the State of Ohio shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Cuyahoga County, Ohio. This provision is fairly bargained for and entered into freely by all parties _____ (initial)

<u>WARNING</u>: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER, REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

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INDEMNITOR SIGNATURE

WITNESS SIGNATURE

OH Cognivit Note 02-2007

CITY BONDING, ^{INC.} 12931 BELLAIRE ROAD CLEVELAND, OHIO 44135 TRUSTEE OF AMERICAN SURETY COMPANY 250 E. 96TH ST. INDIANAPOLIS, IN 46240

Thomas McGuire Bail Bond Company™

Cincinnati - Toledo - Columbus - Lorain

CONSENT TO SEARCH

City Bonding Inc. d/b/a City Bonding Co. Zero Down Bail Bonds Co. - Large Bonds Bail Company American Surety Company

In the event that the Principal (Defendant) fails to appear in court or violates any terms or conditions of this bond, the Principal (Defendant) and Co-signer(s) agree to, understand, consent to and authorize the search of all properties, residences, building and businesses owned, rented, leased or occupied by the Principal (Defendant) and/or Co-Signer(s) at any time and as often as City Bonding Inc / Large Bonds Bail Company. / Zero Down Bail Bond Co. or Spring Break, LLC deems necessary and with as many agents as City Bonding Inc. or Zero Down Bail Bonds Co. agents deems necessary.

WARNING In addition, Principal (Defendant) and Co-signer(s) agree to and understand that City Bonding Inc. / Large Bonds Bail Co. / Zero Down Bail Bond Co. Bond agents may conduct these searches without notice and with forcible entry/entrance.

Further, the Principal (Defendant) and Co-signer(s) agree that all damages to said properties will be the sole responsibility of the Principal (Defendant) and Co-signer(s) and that they will hold City Bonding Inc / Large Bonds Bail Company / Zero Down Bail Bond Co. Bonds and all agents harmless and not responsible for any damages whatsoever. Note: Bail agents charge \$130hr for recovery surveillance (25hr per week).

Principal / Defendant Name (Print)	Principal / Defendant Signature	Date
		//
Co-Signer Name (Print)	Co-Signer Signature	Date
		//
Co-Signer Name (Print)	Co-Signer Signature	Date
		//
Co-Signer Name (Print)	Co-Signer Signature	Date
		/
Co-Signer Name (Print)	Co-Signer Signature	Date

Cognovit Promissory Note

City Bonding, Inc. / Zero Down Bail Bonds Company CityBondingCompany.com

Defendant Name ______ Total Amount of the Bond ______

In consideration for value received, each of the undersigned (collectively, "Borrowers") jointly and several promise to pay to the order of City Bonding INC. ("Lender" the sum of \$ _____ (the "Principal Sum" excluding any prior payments), payable as follows:

1. **PAYMENTS**: Payments of \$_______shall be due on a WEEKLY/BIWEEKLY/ MONTHLY basis. The first payment shall be due on _______ and continue thereafter until the Principal Sum is paid in full.

2. **INTEREST**: This note shall not bear interest so long as payments are made in accordance of Paragraph 1 hereof.

3. **<u>PREPAYMENT</u>**: Borrowers may prepay all of any part of this Note without premium or penalty for prepayment at any time. All prepayments shall be applied first to any accrued and unpaid interest or fees before unpaid principal.

4. **DEFAULT**: In the event Borrowers fail to pay the full amount of any installment when due, then interest shall accrue on the outstanding Principal Sum due at a rate of ten percent (10%) per annum from the date of execution hereof until paid in full, **PLUS ANY COURT COSTS**, **ATTORNEY FEES AND COLLECTION COSTS** incurred by Lender in connection with enforcing the terms of this note. Upon default in payment, the entire principal hereof then remaining unpaid, together with any accrued interest, shall in the sole discretion of the Lender, become immediately due and payable without notice or demand (the "Default Costs").

5. <u>NO WAIVER OF RIGHTS</u>: No delay on the part of the holder of this note in the exercise of any power, right or remedy under this Note or any related agreement at any time shall operate as a waiver thereof, and no single or partial exercise by the holder of this Note of any power, right or remedy shall preclude other or further exercise thereof or the exercise of any other power, right or remedy. The rights and remedies of Payee under this Note shall be cumulative and not alternative.

6. **WARRANT OF ATTORNEY**: Borrowers hereby authorize any attorney-at-law ti appear for Borrowers in any court of record, in the county in which this note is executed or where Borrowers reside or have their principal place of business or residences, in the State of Ohio after this Note becomes due by acceleration or otherwise and waive this issuing of service of

process and confess judgment against Borrowers in favor of the Lender for the amount then appearing due, together with any of the Default Costs, costs and expenses of suit, including but not limited to reasonable attorney's fees, and thereupon waive all errors and all rights of appeal and stays of execution. Borrowers further agree that the attorney confessing judgment pursuant to the foregoing warrant of attorney may receive a legal fee or other compensation from the Lender, to the extent not recovered from Borrowers. The provision does not prohibit Borrower from later contesting the reasonableness of said fees and expenses.

7. Each of the undersigned Borrowers authorizes any person, agency, partnership, or corporation having any information concerning the character, credit and financial reputation of the Borrowers to release such information to Lender, including but not limited to credit reports, bank account numbers, and background investigations. Such information is to be used to collect any outstanding balance owed to Lender by Borrowers. Borrowers hereby release any such person, agency, partnership or corporation from any liability which may be incurred in release such information to Lender, including but not limited to Federal, State or local laws.

8. <u>SUCCESSOR AND ASSIGNS</u>: This Note shall be binding upon and insure to the benefit of the respective successors and assigns of Maker and Payee.

9. <u>SEVERABILITY</u>: Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Note, it being the parties' intention that each and every provision of this Note be enforced to the fullest extent permitted by applicable law.

10. <u>AMENDMENTS</u>: This Note may be amended only by a written agreement signed by the parties.

11. **<u>GOVERNING LAW</u>**: This Note shall be governed and construed in accordance with the laws of the state of Ohio without regard to it's conflicts of laws principals.

12. **HEADINGS**: Section headings used in this Note are for convenience of reference only and are not part of this Note for any other purpose.

13. PLACE OF EXECUTION: This Note was executed by the Make in ______ county, Ohio.

WARNING- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

The undersigned acknowledges that this Note was signed in	Ohio.
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Х	
	Indemnitor Signature
X	
	PRINT NAME

Х

STREET ADDRESS

Date

SOCIAL SECURITY NUMBER

Х

Χ

CITY, STATE AND ZIP CODE

Zero Down Bail Bonds Company ____, Bail Agent Credit Card Payment Agreement

	Date:	:	_, 20
Defendant Name:		Amount of bond: \$	_
1. I, the undersigned	cardholder, agree to pay for the bail bond on the above-	(<u>insert name of bail</u> -named defendant.	<u>agent)</u> \$
2. I authorize <u>(insert name</u> \$ per	of bail agent) to obtain an appro	oval on my credit card for the	amount of
3. I understand and agree the This processing fee will	hat there will be a \$ F be in addition to the bail bond fee	processing fee charged to my c e set forth above.	redit card.
Name on Credit Card:			
Phone Number of Cardholder:			
Statement Billing Address:			
City:			
State:			
Zip Code:			
Credit Card Type:			
Credit Card Number:	Credi	it Card Security Code:	
Expiration Date:			
Signature of Card Holder:			
CITY BONDING INC. PO BOX 3114 LORAIN, OHIO 44052 216-714-CITY (2489)			