

City Bonding, Inc.

12931 Bellaire Rd., Ste 3
Cleveland, Ohio 44135
(216) 714-2489
Fax (216) 417-4056

DISCLOSURES

Date _____
Amount of Bond _____
Amount of Annual Premium _____
Amount of Executing Costs _____
Amount Received _____
Balance Due _____
Agent _____ RW _____
Collateral _____ Receipt No. _____
Power # _____

PREMIUM IS NON-REFUNDABLE

Court _____ CPD NO. _____ Sheriff's No. _____
Charge _____ Court Date _____ Case No. _____
Attorney's 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 _____
Employer _____ How Long? _____
Spouse's Name _____ Race/Gender _____
Add'l Info _____

Indemnitor Information

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 _____ Relation to Deft/Ind _____
Address _____ Phone _____
3. Name _____ Relation to Deft/Ind _____
Address _____ Phone _____

-- NOTICE --

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 premissis, as fully as I might or could do if personally present.

Date

Name

PAYMENT DEFAULT

In occurrence 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 CITY BONDING COMPANY, Inc.
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 breach 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 shall be binding upon indemnitors' heirs, executors, administrators, successors, representatives and assigns.
12. The parties 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 page 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 parties have executed this Agreement this _____ day of _____ 20____

WITNESS

Defendant

X

Indemnitor

Defendant Address

X

Indemnitor Address

Defendant Phone

X

Indemnitor Phone

Active Warrants™ Bail Bond Agency

PO Box 3114 Lorian, Ohio 44052

CONSENT TO SEARCH

City Bonding Inc. - City Bonding LLC - Turoczy Bail Bonds,
Zero Down Bail Bonds Co. - Large Bonds Bail Company

American Surety Company - Lexington Insurance 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. / Turoczy Bail Bonds, Inc. / Zero Down Bail Bond Co. deems necessary and with as many agents as City Bonding Inc. / Turoczy Bail Bonds, Inc. / Zero Down Bail Bond Co. deems necessary.

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

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. / Turoczy Bail Bonds, / 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

x

_____	_____	____/____/____
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

CITY BONDING INC. COGNOVIT NOTE

\$ _____, 20_____

On demand after date, for value received, the undersigned Co-signer
_____, promise(s) to pay to the order of City Bonding Inc. d/b/a City Bonding Company whose address
is 12931 Bellaire Rd. Suite 3 Cleveland, Ohio 44135, the sum of _____
THOUSAND AND NO CENTS ----- Dollars (\$ _____), with
interest from the date of default, if any, at the rate of ten percent (10%) per annum.

This note is given to evidence the liability of the maker to Co-signer
_____ for the balance of an appearance bond provided by City Bonding Inc. d/b/a
City Bonding Company / Zero Down Bail Bonds for the recognizance of Defendant
_____. In the event that there is any failure of appearance, or any other event which results in the forfeiture of
the appearance bond to any Court, then the principal amount of this note shall become immediately due 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)

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 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.

X _____
INDEMNITOR SIGNATURE

WITNESS SIGNATURE

X _____
PRINT NAME



PROMISSORY NOTE FOR BOND PREMIUM and FEES

Bond Premium \$	_____	With today's payment of: \$	_____
VOC	\$ _____		
Other	\$ _____		
TOTAL	\$ _____	There remains a balance of \$	_____

For value received, the undersigned, jointly and severally promise to pay on Demand to the order of City Bonding, Inc.

\$ _____ Dollars _____ Cents

Balance owed, numeric Written amount of Balance owed

The Balance Due shall be paid as follows:

_____ Weekly, on M T W Th F S (circle one) Installments of \$ _____

_____ Every two weeks or bi-monthly on _____ and _____ in installments of \$ _____

The first payment of \$ _____ due on ____/____/____.

_____ I would like City Bonding to automatically withdraw from my debit/credit card.

- Any payment received more than Three (3) days late is considered in default. If you fail to make your minimum payments, according to the terms stated above, the finance charges will be assessed from the date of purchase, until the balance is paid in full. Finance charges will be applied at the annual percentage rate of \$24.9%. All accounts with open balances after 91 days will have interest application monthly. _____ initial.

I HAVE READ AND AGREE TO THE TERMS STATED ABOVE

PLEASE MAKE ALL PAYMENTS TO:
 City Bonding Inc. 12931 Bellaire Rd. Suite 3 Cleveland, Ohio 44135
 Or make direct payments at: City Bonding Company.com

AS DEFINED IN RC 1329.65 CITY BONDING IS A REGISTERED OHIO TRADEMARK
 AS DEFINED IN RC 1329.65 TUROCZY IS A REGISTERED OHIO TRADEMARK

X _____	_____
Indemnitor Signature	Witness Signature

X _____	_____
Print Name	Print Name

Date: _____

Defendant: _____