

NEWNAN BONDING CO. INC.

184 Greenville Street

Newnan, GA. 30263

770-253-4441

Defendant Application

Bond ID # _____

Bond Amount \$ _____

Execution Date _____

I hereby apply to you to act as my bail Company in the (Court /Date) _____ **Court of Coweta County Ga.**, wherein I am charged with the offense of (Charges) _____.

I understand and agree that you, as my bail company, shall have the control and jurisdiction of me during the term for which the bond is executed and that you will have the right to surrender me on this bond at any time you may desire. All questions must be answered in full. All information is confidential.

Name _____ Phone _____ /C _____

Address _____ City _____ ST _____ ZIP _____

Rent/Own _____ How Long _____ Landlord _____ Phone _____

DOB _____ Age _____ Place of Birth _____ SSN _____

DL# & ST _____ Nick Name _____

Marks ,Scars ,Tattoos _____

Hair Color _____ Race _____ Sex _____ Height _____ Weight _____ Other _____

Employer _____ Address _____

Position _____ Wk Phone _____ Contact _____

Shift/Dept _____ How Long _____

Auto Make/Model _____ Year _____ Color _____ Tag _____

Marital Status _____ Spouses Name/Address _____

Spouse Cell # _____ Spouse Employer/Address _____

Wk Phone _____ Spouse Auto Make/Model/Color _____

Mother Address/Phone _____

FatherAddress/Phone _____

Sis/Phone _____ Bro/Phone _____

Ref/Phone _____ Ref/Phone _____

Ref/Phone _____ Ref/Phone _____

GrandParentsAddress/Phone _____ InlawsAddress/Phone _____

Children _____

Facebook, Myspace, Email _____

It is mutually agreed and understood that **NEWNAN BONDING CO., INC.** (herein referred to as the company) is the bonding company of record and the Defendant, (herein referred to as the respondent) is the principal of the certain bail bond executed in his/her behalf. The respondent hereby acknowledges and agrees to the following requirements that are conditions of the bond agreement and are made a part thereof: 1. All information provided to the company (including but not limited to family, residence, employment, personal and criminal arrest history, etc.) shall be accurate and timely .2. Respondent shall notify the company within 48(FORTY EIGHT) HOURS of any and each material change in circumstance such as but not limited to telephone number, residential address and employment information. 3. Respondent will attend any and all court appearances required from time to time until exoneration of the bond and full release of liability of the company. RESPONDENT agrees that any failure to comply with the above requirements shall be reasonable cause for immediate surrender. I, as the Defendant hereby authorize and direct Relatives, Employers, Bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, The United States Armed Forces, the State Division of Motor Vehicles, and all Municipal, County, State and Federal Law Enforcement Agencies, and any other Person or Organization having any information concerning myself or my whereabouts to give such information to Newnan Bonding Co., Inc. and it's assigned and or duly authorized representatives. I understand that any information obtained will be used for securing my appearance and for securing reimbursement for any expenses incurred as a result of my non-appearance. I hereby waive rights with respect to the Privacy Act and authorize the use of copies of this document by Newnan Bonding Co., Inc. and its assigns and or authorized representatives. My signature below, acknowledges that I have read, understand and agree to the above conditions.

Defendants Signature _____ Date _____.

Newnan Bonding Co. Inc.

Co-Signer Application

184 Greenville Street

Bond ID#/Date _____

Newnan, Ga. 30263

Bond Amount _____

770-253-4441

Execution Date _____

Name _____ Phone _____ C _____

Address _____ City _____ ST _____ Zip _____

Own/Rent _____ How Long _____ Landlord _____ Phone _____

DOB _____ Age _____ Race _____ Sex _____ SSN _____ DL#/State _____

Co-Signer Employer _____ Address _____ Phone _____

Wk Contact _____ How long _____ Dept _____ Shift _____

Relationship to Defendant _____ Vehicle Make Model Color _____

Ref _____ Ref _____

I certify that the above is true and correct. I further understand this is an application for a type of credit, an authorize review of my credit history via credit reporting agency check. . In addition, I understand the following responsibilities as a co-signer:

1. Do not co-sign for a person you do not know.
2. If the defendant fails to appear in court, the co-signer must pay the full amount of the bail bond plus all court cost.
3. This company **DOES NOT REVOKE BONDS**. Be sure that you want to make the bond before it is made.
4. If a bond is bound over to another court, the co-signer is still responsible.
5. Do not co-sign unless you are certain that the defendant will **VOLUNTARILY** appear at all court dates, hearings and trials.
6. Co-signers are not responsible for the defendant's fines.
7. Do not co-sign any blank documents.
8. If you do not understand something, ask our agent before you co-sign.

I, as the Co-signer for this bond, hereby authorize and direct Relatives, Employers, Bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, The United States Armed Forces, the State Division of Motor Vehicles, and all Municipal, County, State and Federal Law Enforcement Agencies, and any other Person or Organization having any information concerning the defendant or his or her whereabouts and myself or my whereabouts to give such information to Newnan Bonding Co., Inc. and it's assigned and or duly authorized representatives. The co-signer understands that any information obtained will be used for securing the defendant's appearance and for securing reimbursement for any expenses incurred as a result of the defendant's non- appearance. The cosigner herby waives rights with respect to the Privacy Act and authorizes the use of copies of this document by Newnan Bonding Co., Inc. and its assigns and or authorized representatives.

I, (Co-signer) _____ have read and fully understand and agree to the above conditions of Co-signing a bond for (Defendant) _____.

Co-Signer Signature _____ Date _____.

Promissory Note

This note is being executed by the undersigned to secure Newnan Bonding Co. Inc. as surety, upon forfeiture or estreature of the surety bond(s) posted on behalf of the below named defendant. **ON DEMAND AFTER DATE FOR VALUE RECEIVED.**

I, (Defendant) _____ and (Cosigner) _____ promise to pay to the order of **Newnan Bonding Co. Inc.** the sum of \$ _____ plus pay applicable court costs, at any place or places the holder hereof may from time to time designate, with interest payable at the rate if twelve(12) percent anum from call date until fully paid. The maker and endorser of this note further agree to waive demand notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon the demand of an attorney, to pay all cost of collections, including but not limited to a reasonable attorney’s fee. Further, the named defendant and indemnitors respectively waive all right of exemption under the constitution and laws of the State of Georgia or any other state. It is further agreed and understood that this note shall become **NULL AND VOID** in the event that the said defendant shall appear in the proper court at the time or times so directed by the judge or judges of competent jurisdiction until all obligations under this bond or bonds so posted on behalf of the defendant have been properly fulfilled, and the surety discharged of all liability thereunder: including but not limited to the amount of the bond(s), fines, court costs, pickup fees, or any other liability. Otherwise to remain in full force an effect.

Refund Policy

I, (Defendant) _____, understand that (Co-signer) _____ May be released from his or her holding institution own his or her own recognizance. This would result in **Newnan Bonding Co. Inc.** refunding bond monies paid. Monies will be refunded within 48 hours (excluding weekends and holidays) in a check form. This policy also applies to all reasons for a refund of bond monies paid if **Newnan Bonding Co. Inc.** fails to post the defendant’s bond.

Confidential Information Release

I, (Defendant) _____ and _____ (Co-signer) hereby authorize and give permission to any agency of the United States of America and/or any other State or municipality, or any person, firm, or corporation that may hold records on me/us to furnish Newnan Bonding Co. Inc., its agents and employees upon its request all such information involving me in any way. Such records, I/we understand, may include information of a confidential or privileged nature, reasons for termination or employment, military records, criminal history, tax records, public or private assistance records, or any and all personal information which may not be obtained without my prior agreement. I/We hereby release any agency, person, form or corporation from liability or damage which may result from furnishing the requested information to Newnan Bonding Co. Inc., its agents or employees.

Payment Schedule

I, (Defendant) _____ and _____ (Co-signer) knowingly and willingly enter into this agreement this _____ day of _____, _____. I hereby agree to pay Newnan Bonding Co. Inc. according to the payment schedule below until such time that the entire amount of all bond fees (\$ _____) has been satisfied. I understand that said payments are entirely my responsibility and are in no way affected by or related to any other agreement made in the execution of the bond. I agree that all payments will be made promptly and that all courses of legal action may be pursued in the execution of this agreement. For no reason or at any time, may this agreement be altered or terminated, with the exception of full payment of the bond fee described above. I have been fully informed of my responsibilities and enter this agreement without reservation or question. The following is the agreement for payment: _____

I, the Defendant and Cosigner have read, understand and agree with the contents set forth in this page and all it states and implies.

Defendant Signature _____ Date _____

Co-Signers Signature _____ Date _____

Credit Card Authorization

This _____ day of _____, _____.

I, _____ (name as appears on card), give Newnan Bonding Co., Inc.

permission to charge the amount of \$ _____ to my credit card, number _____,

expiration date _____, CVV Code _____ for the payment of an appearance bond for the

defendant _____ in _____ County, Ga.

(Cardholder signature)

Billing Address

Phone# _____

Card _____

Debit/Credit _____

Newnan Bonding Co. Inc.

Indemnity Agreement

184 Greenville Street

Defendants Name _____

Newnan, Ga. 30263

770-253-4441

In consideration of Newnan Bonding Co. Inc. (herein called the Company) executing or procuring the execution or guaranteeing, or continuing the bond, described in the forgoing statement, or any renewal thereof, we the undersigned hereby jointly and severally covenant and agree as follows:

1. That we will immediately pay to the Company as premium for the issuance of said bond \$ _____ per cent thereof and a like amount each year hereafter in advance until we shall serve upon the Company competent written, legal evidence, satisfactory to the Company, of its discharge from such bond or renewals and liability thereunder. Than any premium paid for this bond is not returnable except as hereinafter provided in Paragraph Sixth. Said premium charge covers the risk undertaken by the Company, and does not cover any disbursements or special services that may be required for the protection of the Company.

2. That the undersigned will at all times indemnify and keep the Company indemnified and hold and save it harmless from and against any and all losses, demands, liabilities and expenses of whatsoever kind or nature, including attorney's, counsel and detective fees and expenses, costs, fines and reception expenses, which it shall at any time sustain or incur, by reason, or in consequence, of having executed the said bond or undertaking herein applied for, and whether such losses or expenses arise directly on said bond or indirectly by reason of any action taken by the Company to protect its interest, and will pay over, reimburse, and make good to the Company, its successors and assigns, all sums and amounts of money which the Company or its agents shall pay or cause to be paid or become liable to pay, under its obligation said bond or undertaking, or as charges, expenditures, disbursements of whatsoever kind or nature, including attorney's, counsel and detective fees and expenses, costs, fines and reception expenses and any disbursements made to protect the interest of the Company by reason of the execution of said bond, and also any expenses incurred by the Company in the investigation of any claim made under said bond or undertaking, whether such claim is valid or not, or in connection with any litigation, investigation, or other matters connected therewith, such payments to be made to the Company as soon as it shall have become liable therefor, whether it shall have paid said sum or any part thereof or not. That if claim shall be made upon the Company under said bond or undertaking, and if, in the judgment of the Company, it is determined that such claim should be paid, or if the Company shall receive any notice in connection with the said bond, from which it appears in the judgment of the Company that it may be called upon to make a payment or payments under said bond, the undersigned covenants and agrees to pay in cash to the Company immediately upon demand therefor, the amount of such claim or amount that the Company believes it should be placed in funds to meet any expected payment or payments. We further agree that we will place the Company in funds to meet every claim, demand, liability, suitor judgment against it by reason of, or in connection with, the said bond, before the Company shall be required to pay thereunder and for the purpose of so ding, the Company shall have the right to invoke any collateral or security given it, and to enter any confession of judgment in its possession and to issue execution thereon and to procure orders in supplementary proceedings either against the judgment debtors or any third party indebted to, or holding the property of the judgment debtor, and in connection with such supplementary proceedings to make demands upon such judgment debtor or third party to turn over the property of the said judgment debtor, and for such purpose, to procure the appointment of a Receiver or the issuance of a court order authorizing or direction the property of the judgment debtor of the judgment debtor to be turned over to the Company as judgment creditor or to the Receiver appointed as aforesaid. The Company shall be entitled to collect from the undersigned any and all disbursements for filing papers to protect the Company, and a service charge for services rendered and time spent in the remission of any forfeiture or in the refund of any money paid thereon or for any event where special services have been rendered in connection with the bond, or situations arising thereunder. The liability of the undersigned and the indemnity herein provided for, shall be irrevocable, and shall continue in force and effect until there shall have been served upon the Company competent written legal evidence satisfactory to it of its discharge from its obligation and all liability thereunder.

3. That in any suit between the undersigned and the Company to recover any sum of money under this agreement, the vouchers or other evidence showing payment by the Company of any sum of money under and by virtue of such bond or undertaking, whether in payment of a valid claim or not, or the payment of any disbursements in connection with any valid or invalid claim made under such bond or undertaking, shall be conclusive evidence against us for the fact and the amount of our liability to the Company hereunder. That in any accounting that may be had between us and the Company, the Company shall be entitled to credit for any and all disbursements or expenditures in connection with the bond herein, made by it in good faith, under the belief that it was liable for the sums so expended or that it was expedient to make such disbursements, whether such liability or expediency existed or not.

(1) All Initial _____

4. The undersigned pledges any collateral security deposited by them and authorizes the Company to apply or sell the same to reimburse it for any and all damages, loss, cost, charges and expenses of whatsoever kind or nature including any reasonable service charge or attorneys fee, which it may sustain or incur by reason of having executed the bond herein applied for, or by reason of any failure on the part of the said principal or this depositor to comply with the terms and conditions of any agreement covenant herein contained, and to hold, apply or sell the same, or any part thereof, to protect or reimburse it, by reason of the execution heretofore or hereafter of any other bond, for or on behalf of the principal or the depositor, and to apply and sell the same for the purpose of placing itself in funds or protecting itself against any claim, demand or loss under said bond or any other bond executed on behalf of the principal or depositor. The Company may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity of redemption. The Company shall not be liable for the depreciation of said collateral, nor for interest thereon and in the event of depreciation of said collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Company for its protection, additional and satisfactory collateral shall be given to the Company so that the total market value of the collateral shall at all times, be equal to the present market value of the collateral deposited. If the Depositor fails, on the request of the Company, to deposit such additional collateral, the Company shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from an equity of redemption. The Company will return said collateral to the Depositor when in receipt of competent written legal evidence satisfactory to it of its discharge or release from all liability under said bond, under the proviso, however that there shall not be outstanding any loss, cost, damage, charges or expenses of whatsoever kind, including premium charges, and under further proviso that there are outstanding no other bonds or obligations executed by, for or on behalf of said principal or depositor in connection with which the Company may deem it advisable to retain said collateral for its protection, and under the further proviso that the Company shall have the right to demand a General Release from the depositor upon the return of collateral. That if the Company deems it necessary to make any outlay to protect any collateral or Security in its possession, whether the same be real or personal property, it is hereby authorized so to do, and the undersigned agrees to indemnify and reimburse the Company for an such outlay as in the judgment of the Company may necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorney or counsel fees or service fees time spent and/or special services rendered. 5. That if a deed to a parcel of property be pledged as security with the Company, for the execution of any bond and should the Company become liable to pay on said bond, said Company shall have the right in an action to declare said deeds Mortgage and foreclose same, to move for appointment of a Receiver of the rents and profits of said premises without notice to the owner of the property and such rents and profits are hereby assigned to the Company as further security for a payment of the indebtedness. The undersigned hereby assigns, transfers and sets over unto the Company all right, title and interest in and to any policies of fire insurance on any real estate upon which deed or mortgage has been given by the undersigned to the Company, and also all right, title and interest of the undersigned in and to any equity in policies of fire insurance that may be held by the mortgages on the said real estate. If a confession of judgment is taken in connection with this bond, the Company shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any property of the undersigned, whether or not the Company is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Company against any of the undersigned, the judgment entered thereupon shall be effective and available to the Company against any of the undersigned not only in connection with the bond applied for, but as well in connection with any other bond that may have been written by the Company in which any of the undersigned are either principal or indemnitor. 6. That the Company shall have the right at any time, and for an reason, satisfactory to it, to surrender the principal of the bond to surrender and to effect its release thereunder. In the event of the failure of the principal of the bond to appear in court, or at the off of the Company whenever so required, or in the event of the re arrest of the principal on another charge, or in the same charge with an increase of bail or when the case against the defendant is reached for trial, or in the event of the failure of the undersigned to comply with the covenants of this agreement or whenever the Company shall be requested to surrender the defendant by any indemnitor, or if the financial statement of any indemnitor shall be found to be false or untrue, or if any of the collateral or security given shall depreciate or have become impaired, the Company shall have the right to surrender the defendant without the return of any portion of the premium and all expenses shall be for account of the undersigned who shall also be responsible for the reasonable value of the services and time of the Company's employee. 7. That no act or omission of the Company is modifying, amending, limiting or extending the instrument so executed by the Company shall in any wise affect our liability hereunder, nor shall we or any of us be released from this obligation by reason thereof, we agree that the Company may alter change or modify, amend, limit or extend said bond or undertaking and may execute renewals thereof, or other and new obligations in its place or in lieu thereof and without notice to us, notice being expressly waived, and in any such case, we and all security given by us shall be liable to the Company as fully and to the same extent on account of any such altered, changed, modified, amended, limited or extended instruments, or such renewals thereof or other or new obligations in its placed or in lieu thereof, whenever and as often as made, as fully as if such instrument were described at length herein, the Company shall have the right to substitute or release any collateral without notice to us and without in any way affecting its right against us or against the balance of the collateral retained.

(2)

All Initial _____

The Company and its agents or representatives shall have the right, and are hereby authorized to fill up any blank or blanks left in this application or in any other paper of indemnity, and to correct any errors in filling up any such blank or blanks, it being hereby agreed that any such insertion or correction shall be prima facie correct. 8. That it shall not be necessary for the Company to give us, or any of us, notice of any suit, act, fact or information coming to the notice or knowledge of the Company concerning or affecting its rights or liability under such bond or undertaking by it so executed, or our rights or liabilities hereunder, notice of all such being hereby expressly waived. That the recovery by the Company of any judgment against us shall not bar it from procuring any other judgment or judgments hereunder against us, provided the Company did not recover prior thereto the particular loss or claim sued for, the intention being that the Company may separate into as many suits as it deems best, any and all claims which it may have against us under the agreement. 9. That all collateral securities or indemnity papers, at any time deposited with or in the possession of the Company shall be available in its behalf and for its benefit and relief as well concerning any and all former-or-subsequent-bonds or undertakings executed for us, or at the instance of us, or any of us as the bond or undertaking concerning which collateral securities or indemnity papers shall have been made, deposited or given, and shall also be available to cover any disbursement, expenditure or outlay made by any agent or attorney in fact of the Company in and about said bond or to prevent a forfeiture thereof or to pay any fine imposed on the defendant or to procure the return of the defendant whose bond has been forfeited. 10. That as long as there is any liability or loss of any nature whatever to the Company upon the bond applied for herein, the undersigned will not make any transfer, or any attempted transfer of any of the property given as security or which the undersigned may subsequently acquire, or of any interest therein, and it is further agreed that the Company shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become liable by reason of its having executed the bond applied for herein. 11. That none of the security given by us shall be returned nor shall we be relieved from any liability, until we shall have furnished the Company with competent written legal evidence satisfactory to it, of its full discharge from liability under said bond and the Company shall have a reasonable period after such proof to return any collateral given by us, which shall be taken to be about 90 days. The Company expressly reserves the right not to return collateral security unless the collateral receipt issued by it on receipt of the collateral security is returned by the person to whom it was issued, or a Surety Company bond satisfactory to this Company is given in double the value of said collateral. 12. That in no event is the surrender of the defendant by the undersigned to the Surety Company to be considered a release under the obligation of this bond unless said surrender shall have been made by the production of the defendant at the Trial Term of the Court wherein the defendant is notified to appear on the day scheduled for his/her appearance, and continuously thereafter until discharged and/or sentenced by the Court, and the liability of the Company on its bond or undertaking is canceled. 13. The undersigned hereby agree that no understanding, promise or agreement not contained herein shall be binding upon any of the parties hereto and the undersigned hereby specifically waive all representations, promises, agreements and understanding of every kind or character not herein set forth in writing and agree that no agent or representative has authority to vary the terms of this contract or make any representation or promise or agreement not contained herein unless the same is in writing and signed by an officer of Newnan Bonding Co. Inc. 14. That in the event that said criminal defendant escapes from the custody of the Surety and is subsequently captured in a state of the United State other than the one in which the charge was filed or in a foreign country, and providing said criminal defendant is also one of the indemnitors herein, such criminal defendant does hereby agree to return voluntarily to the State of original jurisdiction even though bail bond posted on behalf of such person shall have been forfeited and the time for the setting aside thereof shall have expired, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return. 15. It is specifically understood and agreed that irrespective of the domicile or legal residence of any of the parties hereto the law of Georgia shall govern construction, interpretation and enforcement of this contract and of the contract or contracts of surety ship executed hereunder. 16. That these covenants shall be binding not only upon us, jointly and severally, but as well upon our respective heirs, executors, administrators, successors and assigns. 16. I, and/or we, the Defendant and the Cosigner have made, constituted and appointed, and by these presents do make, constitute and appoint Newnan Bonding Co. Inc., its agents and employees, my true and lawful attorney, for me and in my name, place and stead, to ask, demand for, recover and receive of and from all corporations, associations, and persons whatsoever, all and ever sum or sums of money due and owing or that may become due and owing to me and any and every account, whether due or to become due, and give receipts for the same, or, at discretion, to compound or compromise for the same, and give discharges; to sign any note, bond, deed, obligation, contract, or other paper to endorse promissory notes, and the same to renew from time to time, to draw by check or in any other manner or means upon any bank or banks or any corporations, associations, or individuals for any sum or sums of money that may be to my credit, or which I may be entitled to receive, or have an interest in, as I might could do; to sell any part or parts of my real or personal estate, or any interest I may have in any real or personal estate, whosoever situated, to make all necessary deeds and conveyances thereof, with all necessary conveyances, warranties, and assurances, and to sign, seal, acknowledge and deliver the same; and to do all other acts, matters and things in relation to all or any part of or interest in my property, estate, affairs, or business, of any kind or description, in this state or elsewhere, as I myself could do if action personally. I certify that the above is true and correct. I, we have read, understand and agree with the content set forth and all it states and implies. In Testimony Whereof we have hereunto set our hands and affixed our seals this _____.

Defendant Signature _____ Date _____

Co-Signers Signature _____ Date _____