

BAIL BOND CONTRACT

PARTIES:

BUFFALO BAIL BOND AGENCY, INC... (herein referred to as BBB) bail bond agent and producer

AMERICAN SURETY COMPANY (hereinafter referred to as ASC), Surety

DEFENDANT:

INDEMNITORS:

DATE:

1. _____ I understand that in signing this bail contract I AM PERSONALLY LIABLE FOR THE FULL AMOUNT OF THE BOND POSTED AND COSTS AND EXPENSES ASSOCIATED WITH THE BAIL BOND, IN THE EVENT OF FORFEITURE INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COST OF REMISSION AND/OR COLLECTION OF FUNDS TO SATISFY JUDGMENT, jointly and severally with the defendant and any other indemnitor.

2. _____ I understand and agree that in the event of warrant and/or, forfeiture, and/or a revocation, and/or violation of this contract, any costs, expenses associated with enforcement of the terms of the contract, **and/or payment** of a forfeiture, and/or revocation of the bond, and/or violation of this contract shall be deducted from any collateral deposited.

I understand this is not a condition precedent to the posting of the bond and is not intended to be viewed as additional premium charges. I further understand that these charges do not occur until and unless there is a forfeiture, and/or a revocation, and/or violation of this contract and expenses have actually accrued. I direct that upon application of BBB AND/OR ASC that any amounts owed and requested by BBB AND/OR ASC be deducted from my cash collateral and released to them. Further if the defendant or indemnitor has a credit card on file with BBB AND/OR ASC that BBB AND/OR ASC is granted the authority to charge the credit card with any fees incurred.

3. _____ I understand and agree that the fees and costs incurred by BBB AND/OR ASC concerning enforcement, revocation, and/or a violation of any of the contract terms, including but not limited to, investigations, location, apprehension, and expenses shall be billed at \$125.00 per enforcement agent per hour and may be deducted from cash collateral, collateral, or charged on any credit card on file with BBB AND/OR ASC without further notice. Any unpaid balance shall be paid upon demand.

4. _____ **I understand and agree that in the event the indemnitor and/or the defendant shall use real property , a motor vehicle or any other "exempt property" listed pursuant to C.P.L.R. sections 5205 and 5206 as collateral for the bond the indemnitor and/or defendant waive any claims of exemption or exempt status for any amount owed pursuant to this contract. The indemnitors agree that this waiver is part of the bargained for and in consideration of BBB AND/OR ASC agreeing to use real or personal property other than cash as collateral for the bond.**

5. _____ I understand and agree that in the event the bond is forfeited in addition to any enforcement fees I am responsible for any legal fees incurred to remit the forfeiture and/or to collect any costs and expenses incurred by BBB AND/OR ASC because of the forfeiture. Said attorney fees shall be billed at \$300.00 per hour by the attorney for the bail bond company and be deducted from the collateral, cash collateral or charged to any credit card on file with BBB AND/OR ASC. Any unpaid amounts remaining shall be due and owing on demand. I understand this is not a condition precedent to the posting of the bond and is not intended to be viewed as additional premium charges. I further understand that these charges do not occur until and unless there is forfeiture, and/or a revocation, and/or violation of this contract and expenses have actually accrued.

6. _____ I understand and agree that if the bail is denied for insufficient collateral, I will be given an opportunity to provide additional or substituted collateral. The indemnitor shall have 5 business days to provide new collateral.

7. _____ I understand and agree that if a bail bond signed by a judge is later denied for failure of bail source examination because of any false or misleading or inaccurate information provided by indemnitors or the court determines the collateral is not sufficient to pass bail source examination I understand that I will be given the opportunity to provide acceptable replacement collateral without additional premium so long as the liable amount remains the same.

8. _____ The undersigned authorizes any person, agency, partnership or corporation having any information concerning my character, credit and financial reputation to release such information to BBB/ASC (Surety) including but not limited to credit reports, employment records, financial records, utility record, telephone records or any other record needed to secure the principals appearance in court, apprehension or collection of fees as a result of enforcement or forfeiture. The undersigned hereby released such person, agency, partnership or corporation from any liability which may be incurred in releasing this information to surety including liability under federal law.
9. _____ I understand that that I am responsible for the defendant's appearance in the offices of Affordable Bails New York, Inc. (BBB) within TWENTY-FOUR HOURS (24) of his/her RELEASE FROM CUSTODY and the defendant MUST provide photo identification on that date. Failure to do so is a MATERIAL VIOLATION of this ccontract and BBB may REVOKE THE BOND without further notice at any time during the existence of the bond WITHOUT ANY RETURN OF PREMIUM.
10. _____ I understand that on the defendant's first appearance at the offices of BBB, the defendant must execute his/her signature on this CONTRACT and ALL DOCUMENTS pertaining to this bail acknowledging the truth of all information contained therein. Any MISSTATEMENTS ON ANY DOCUMENT is a MATERIAL VIOLATION of this contract and ABNY may REVOKE THE BOND without further notice at any time during the existence of the bond and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM.
11. _____ I understand that if the defendant, while out on this bail bond, is ARRESTED FOR ANY REASON and a DOCKET NO. or SUMMONS NUMBER. is GENERATED, it is a MATERIAL VIOLATION of this contract and ABNY may REVOKE THE BOND without further notice and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM. The final court outcome on the new matter has NO bearing on the action taken by BBB.
12. _____ I understand and that the defendant MUST live a LAW ABIDING LIFE. FAILURE to do so is a MATERIAL VIOLATION of this contract and BBB may REVOKE THE BOND without further notice and WILL CAUSE THE IMPOSITION OF ENFORCEMENT FEES WITHOUT ANY RETURN OF PREMIUM.
13. _____ I understand and agree that the terms of this contract are "IN ADDITION" to rules imposed by the court. Any FAILURE to comply with the court's rules and regulations is a MATERIAL VIOLATION of this contract and ABNY may REVOKE THE BOND without further notice and IMPOSE ENFORCEMENT FEES WITHOUT ANY RETURN OF PREMIUM.
14. _____ I understand and agree that in the event the defendant isREMANDED FOR ANY REASON after the bond is posted, including but not limited to, VIOLATION OF PROBATION/PAROLE, IMMIGRATION, or any other matter, ABNY may REVOKE THE BOND and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM.
15. _____ I understand and agree that the information on ALL DOCUMENTS including but not limited to, contracts, contract riders, applications, agreements, promissory notes, confessions of judgment, mortgages, etc IS NOW AND MUST REMAIN TRUE AND ACCURATE during the time that the bail bond is in force and effect. FAILURE TO INFORM ABNY IT WRITING BY CERTIFIED MAIL OF ANY CHANGE within FORTY-EIGHT (48) HOURS is a MATERIAL VIOLATION of this contract and ABNY may REVOKE THE BOND without further notice and CAUSE THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM.

16. _____ I understand that the defendant is RESTRICTED to their COUNTY OF RESIDENCE, ARREST, EMPLOYMENT AND/OR SCHOOL, unless otherwise specified. FAILURE to abide by these conditions is a MATERIAL VIOLATION of this contract and BBB AND/OR ASC MAY REVOKE THE BOND without further notice and said revocation can cause THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM. Any request for travel must be SUBMITTED IN WRITING BY CERTIFIED MAIL FIVE (5) DAYS PRIOR TO DEPARTURE.

17. _____ In the event the DEFENDANT FAILS TO APPEAR IN COURT for any reason and the BAIL IS FORFEITED and/or a WARRANT IS ISSUED, this shall be a MATERIAL VIOLATION of this contract and BBB AND/OR ASC MAY REVOKE THE BOND without further notice and said revocation can cause THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM, regardless of the action taken by the court.

18. _____ I understand that I AM RESPONSIBLE for ensuring that the DEFENDANT APPEAR AT THE OFFICES OF BBB AND/OR ASC WHEN DIRECTED TO DO SO. Failure to do so is a MATERIAL VIOLATION of this contract and ABNY AND/OR ASC MAY REVOKE THE BOND without further notice and said revocation can cause THE IMPOSITION OF ENFORCEMENT CHARGES WITHOUT ANY RETURN OF PREMIUM.

19. _____ I hereby certify that if the defendant possesses a VALID PASSPORT issued by ANY COUNTRY, it shall be surrendered to BBB AND/OR ASC FORTHWITH or that it is in the custody of the court or prosecutor's office. The Indemnitor represent that the defendant is an US citizen.

20. _____ I understand that it is the responsibility of BOTH THE DEFENDANT AND INDEMNITOR to notify the offices of ABNY AND/OR ASC of ANY CHANGE OF CASE STATUS. Upon notification of case status, BBB AND/OR ASC reserves the right to REVOKE THE BOND. A change of case status may include, but is not limited to, INDICTMENT ON THE MATTER, A PLEA OF GUILTY and OR CONVICTION AFTER TRIAL.

21. _____ I understand that I am responsible for ANY AND ALL INFORMATION contained in this contract and I further agree to abide by ANY AND ALL TERMS, CONDITIONS, RULES AND REGULATIONS of the contract.

22. _____ I understand and agree if the DEFENDANT is detained in any other jurisdiction while out on this bail bond that the DEFENDANT waives his or her right to challenge EXTRADITION and agree to execute any documents necessary to affect his or her return back to the jurisdiction the bail bond was posted in.

23. _____ I understand and agree that BBB AND/OR ASC, its agents, or employee's can at any time make inspection of my activities at any location, hotel, car, motor home, apartment, or house and personal property and have the right to search my person as well as my home or where I have residence at any time. These same rights to search include the indemnitor(s) and any family of the defendant. Failure to allow a search is a MATERIAL VIOLATION of this contract.

24. _____ I understand and agree that the defendant must check in to the office designated by BBB AND/OR ASC AT LEAST ONCE A WEEK to the bail agent on duty until the case has ended and the bail bond has been exonerated and a CERTIFICATE OF DISPOSITION indicating that the bail bond has been exonerated has been submitted to ABNY AND/OR ASC. Checking in is either done by phone or in person and is designated by your agent, the agent reserves the right to change your method of check-in at any time. If the defendant appears at the office and it is closed the defendant MUST return and check in when the office is open. Leaving a note is not considered a valid check in. Failure to check in as required MAY RESULT IN THE REVOCATION OF THE BAIL BOND. IN THE EVENT THAT AN OFFICE IS CLOSED, YOU MAY CHECK-IN BY PHONE.

25. _____ I, agree and understand and authorize BBB AND/OR ASC to release any information contained in the contract any other documents received or prepared in applying for this bail bond to any governmental agency state, city, federal and any police agency or any agency of the United States government. I agree to hold BBB AND/OR ASC, its agents and insurance carrier from any civil suits, actions or proceedings related to the release of this information. I further consent BBB AND/OR ASC or its agents obtaining a consumer credit report for the purpose of evaluating the credit worthiness of the undersigned in connection with this application.

27. _____ I, the undersigned, do hereby agree that Buffalo Bail Bond Agency Inc.. and its agents hereinafter the "Agency" will act as my bail bond agent and as part of that agreement, they will be able to use location technologies to locate my wireless device at any time during the period of my bail. The following privacy I terms and conditions are an integral part of this contract and bond(s) is conditioned upon full compliance by the indemnitor and defendant of all said terms and conditions and is a part of said bonds and application therefore: The Agency will use network-based location technologies to find defendant solely at their discretion, this addendum will service as the sole notice for the collection of location information for the defendant until their bond liability is fully discharged, the Agency will only retain location data while the bail bond is actively in force, the Agency will only disclose location information to the courts as required by court order, the Agency will be the only person with access to location information for a specific principal, the principal WILL NOT have the option to OPT-OUT of location use during the period of bail, all questions relating to location capability should be directed to the Agency. This shall apply to the defendant and indemnitors as listed on this contract, surety agreement and any other paperwork associated with the agreement inclusive of their listed residential addresses and the listed mobile or cellular telephone numbers, surety to call mobile telephone number when principal application is completed to ensure accuracy of the phone number. If an incorrect phone number is provided by the principle that would constitute a material false statement in the application and result in the SURETY having the right to apprehend arrest and surrender principal.

28. _____ By signing and initialing this contract I acknowledge that I have read all the terms and conditions and agree to them.

29. _____ If cash collateral is held in this matter, and the contract terms are violated by virtue of a warrant. and/or, forfeiture, and/or a revocation, and/or violation of this contract, I consent to the deduction of these fees from the cash collateral held. . I understand this is not a condition precedent to the posting of the bond and is not intended to be viewed as additional premium charges. I further understand that these charges do not occur until and unless there is forfeiture, and/or a revocation, and/or violation of this contract and expenses have actually accrued.

X	Indemnitor: _____	_____	-	_____	-	_____	Date
X	Indemnitor: _____	_____	-	_____	-	_____	Date
X	Defendant _____	_____	-	_____	-	_____	Date
X	BBB Agent: _____	_____	-	_____	-	_____	Date