

Agent: _____

Date: _____

RUTHERFORD BONDING

Phone: 615-896-2960

"There when you call day or night."

Application for Bond:

Name _____

Employer: _____

Address _____

Address _____

City _____ St _____ Zip _____

City _____ St _____ Zip _____

Phone: _____ Cell: _____

Phone: _____ Sup: _____

Charges: M / F GS/CRIMINAL M'BORO/SMYRNA

BDAY: _____ **HT:** _____ **WT:** _____ **Hair:** _____ **Eyes:** _____ **SS#:** _____ **DL#:** _____

Bond Amount: _____ **Bond Fee:** _____ **Amount Paid:** _____ **Amount Due:** _____

CO-Principal _____

CO-Principal _____

Address _____

Address _____

City _____ St _____ Zip _____

City _____ St _____ Zip _____

Phone: _____ Cell: _____

Phone: _____ Cell: _____

SS#: _____ DL#: _____

SS#: _____ DL#: _____

Employer: _____

Employer: _____

Title: _____

Title: _____

Address _____

Address _____

City _____ St _____ Zip _____

City _____ St _____ Zip _____

Phone: _____ Sup: _____

Phone: _____ Sup: _____

References (Next-Of-Kin, Family, Friends) 3 Required:

1 _____

2 _____

3 _____

Comments: _____

Accepted By: _____

AGREEMENT

THIS AGREEMENT is executed and delivered by the undersigned [hereinafter called "Principal(s)" which term shall also include any Co-principal to the Rutherford Bonding Company (hereinafter called "company"), as part of the consideration for the company executing as surety the bond(s) or undertaking(s) described in the Principal(s)' application which is incorporated in and made a part of this agreement.

The Principal(s) represent, covenant, warrant, and agree to the following:

1. The Principal(s) shall pay to the company or its duly authorized agent, the fee(s) [hereinafter called "premiums"] specified in the application at the times and in the amounts stated in the application. The premium is fully earned by the company upon the execution of the bond(s) or undertaking(s) and shall not be subject to refund.
2. The Principal(s), jointly and severally, shall at all times indemnify and save the company harmless from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements, and expenses of every kind and nature, which the company shall at any time sustain or incur, as well as from all orders, decrees, judgments, and adjudications involving the company by reason or in consequence of having executed the bond(s) or undertaking(s) described in the application. The Principal(s) shall pay over, reimburse, and make good to the company any and all sums and amounts of money required to meet any and every claim, demand, liability, cost, expense, suit, order, decree, adjudication, fee, or payment (including but not limited to legal fees) involving the company by reason of the execution of the bond(s) or undertaking(s) described in the application and any other bond or undertaking executed in half or at the request of the Principal(s) or any of them and before the company shall be required to pay. The liability for legal fees and disbursements includes all legal fees and disbursements that the company may pay or incur, including but not limited to a proceeding in which the company may assert or defend its right to collect or charge for any legal fees and/or disbursements incurred in that or any other proceeding.
3. The Principal(s) shall immediately notify the company at its principal office in Murfreesboro, Tennessee, or by phone, of the receipt of any demand, notice, commencement of any proceeding, or fixing of any liability which the company may be required to discharge by reason of the execution of the bond(s) or undertaking(s) described in the application.
4. A receipt, cancelled check, or other evidence of payment by the company, in discharge of any obligation under or incurred in connection with any bond(s) or undertaking(s) described in the application, or incurred in connection with any security held by the company, shall be conclusive evidence against the Principal(s) of the fact and amount of the obligation of the Principal(s) to the company.
5. If the company executes any bond or undertaking with co-sureties, reinsures any portion of any bond or undertaking, or procures another surety to execute any bond or undertaking, all of the terms and conditions of this agreement shall apply to and operate for the benefit of the company, the procured sureties and/or reinsures as their respective interests may appear.
6. The company may, at any time, without notice to or the prior consent of the Principal(s), transfer and/or assign this agreement and/or any security pledged by the Principal(s) to any reinsurer, co-surety, insurance company, or transferee which may take over and assume, in whole or in part, the obligation(s) of the company under any bond(s) or undertaking(s) described in the application. After transfer or assignment, the transferee shall become vested with all of the powers and rights of the company and the company shall be relieved and fully discharged from any liability or responsibility to the Principal(s), including but not limited to any liability or responsibility for any security pledged pursuant to this agreement.
7. THE COMPANY MAY, AT ANY TIME AND IN ITS SOLE DISCRETION, TAKE SUCH STEPS AS IT DEEMS NECESSARY TO PROTECT ITSELF FROM ANY LOSS, COST, OR EXPENSE OR TO OBTAIN ITS RELEASE FROM ANY AND ALL OBLIGATIONS UNDER ANY BOND OR UNDERTAKING. THE COMPANY SHALL NOT BE REQUIRED TO DISCLOSE ANY FACT OR INFORMATION OR GIVE NOTICE OF ANY FACT OR INFORMATION TO THE PRINCIPAL(S) UPON WHICH ANY ACTION TAKEN BY THE COMPANY IS BASED. THE COMPANY MAY ACT OR REFUSE TO ACT IN ANY MANNER THAT IT, IN ITS SOLE DISCRETION, DEEMS PROPER, WHICH IN THE CASE OF APPEARANCE BONDS, MAY INCLUDE BUT NOT BE LIMITED TO SURRENDER OF THE DEFENDANT, EITHER BEFORE OR AFTER THE RENDERING OF A CONDITIONAL OR FINAL FORFEITURE AND/OR EITHER BEFORE OR AFTER PAYMENT. ALL COST, LOSS, AND EXPENSE WHICH THE COMPANY MAY SUSTAIN OR INCUR IN OBTAINING RELEASE OR IN SECURING ITSELF AGAINST LOSS, COST, OR EXPENSE SHALL BE BORNE AND PAID BY THE PRINCIPAL(S).
8. The Principal(s) hereby authorize and appoint the company as Principal(s)' attorney in fact to appear for the Principal(s) in and before any court in any action or proceeding, to receive process on behalf of the Principal(s) or waive the issuance and service of process, to enter or confess judgment or permit judgment to be entered against the Principal(s) jointly and severally and in favor of the company, to release all errors, to waive all rights to a stay of execution or appeal, and to do and perform all acts and execute all documents in the name of the Principal(s) in order to carry into effect the authority granted in this paragraph as fully and completely as the Principal(s) might do if personally present, hereby ratifying and confirming all that the Principal(s)' attorney in fact shall do or cause to be done by virtue of the grant of this power of attorney.
9. This agreement binds the Principal(s), jointly and severally, and the Principal(s)' heirs, personal representatives, executors, administrators, successors, and, if permitted, assigns.
10. The company reserves the right to refuse to execute the bond(s) or undertaking(s) for which the application is made. The Principal(s) shall not have a claim or cause of action against the company based on the company's refusal or failure to execute any bond or undertaking. The Principal(s) shall not have a claim or cause of action against the company based on the obligor's or any third party's refusal to accept the company as surety or a third party's rejection of the bond(s) or undertaking(s).
11. As a further inducement to the company to act as surety on the bond(s) or undertaking(s), the Principal(s) represent and warrant that the statements made in this agreement and the answers supplied for insertion in the application are true, made without reservation, and do not misstate or fail to completely state the information given or requested. The Principal(s) acknowledge that the company is relying upon the information supplied to it by the Principal(s) and the representations, warranties, and promises contained in this agreement as a part of the consideration received by it for acting as surety.
12. The company may enforce its rights against any one or all of the Principal(s) as the company, in its sole discretion, shall determine. The company shall not be required to proceed first against any particular Principal(s) before being able to proceed against any other Principal(s). The Principal(s) hereby expressly waive the benefit of any rule or law requiring the company to proceed against one of the Principal(s) before proceeding against any other Principal(s). The Principal(s) hereby irrevocably waive the benefit or advantage of any and all exceptions or exemptions however designated, now in force, hereafter enacted or recognized, and whether created by the statutory, common, or canon law of this state, any other state, the United States, or any other country.
13. The acceptance of this agreement, the payment of the premium(s) required by this agreement, other collateral as security, or other or additional agreement(s) shall not abridge or limit the rights of the company under this agreement, any other agreement, or law. The company shall have every right and remedy which an individual surety acting without compensation would have. All of company's rights are cumulative and for the sole benefit of the company, its successors and assigns.
14. If any part of this agreement is declared void or unenforceable by a court of competent jurisdiction, then, at its sole option, the company may take such action as it deems in its best interest. Without limiting the action which the company may take, the company may enforce this agreement with the void or unenforceable provisions omitted or declare this agreement terminated and take such action as may be necessary to restore the parties to the position they occupied prior to the execution of this agreement, retaining as its sole and separate property any payment received by it from the Principal(s).
15. PRINCIPAL(S) SHALL NOTIFY THE COMPANY OR ITS AGENT IN WRITING OF ANY CHANGE IN THE APPLICATION INFORMATION AT LEAST FORTY-EIGHT (48) HOURS BEFORE THE CHANGE OCCURS. ANY FAILURE TO NOTIFY THE COMPANY SHALL BE CONSIDERED A DEFAULT BY THE PRINCIPAL(S). IF AN APPEARANCE BOND IS INVOLVED, THIS FAILURE IS CAUSE FOR THE COMPANY TO IMMEDIATELY SURRENDER THE DEFENDANT WITHOUT ANY LIABILITY AND WITHOUT OBLIGATION FOR THE RETURN OF ANY PORTION OF THE PREMIUM.
16. If the Principal(s) fail to pay any monetary obligation owed to the company immediately upon demand, then the amount of that obligation shall bear interest at the rate of fifteen (15%) percent per annum or the highest rate allowed by law.
17. The Principal(s) acknowledge that this application and agreement may act as the receipt required by T.C.A. 40-11-304. If security has been pledged or deposited with the company or the company's agent, that security is described in the application. The company reserves the right to use the security and to retain any income from the security as company's sole and separate property, subject to Principal(s)' rights as set forth in this agreement.
18. The failure of the company to insist in any one or more instances upon a strict performance of the terms or conditions or to exercise any option contained in this agreement shall not be considered as a waiver for the future of that term, condition, or option. The terms, conditions, and options contained in this agreement shall continue and remain in full force and effect. The receipt by the company of any payments in whole or in part, or of any substitute performance even with knowledge of the breach of any term or condition, shall not be deemed as a waiver of any breach. No waiver by the company in any provision of this agreement shall be deemed to have been made unless expressed in writing and signed by company. It is the expressed intention of the parties that the terms of this agreement be enforced without resort to the parties' course of conduct.
19. UNLESS THE COURT ENTERS A WRITTEN ORDER TO THE CONTRARY AND THE PRINCIPAL(S) IMMEDIATELY SUPPLY A JUDGE-SIGNED COPY OF THAT ORDER TO THE COMPANY, THE DEFENDANT SHALL REMAIN WITHIN THE JURISDICTION OF THE COURT UNTIL THE CASE IS FINALLY DETERMINED AND THE COMPANY RELIEVED.
20. The defendant shall timely attend all court sessions as ordered by the Court and maintain reasonable contact with the company to advise the company of all court proceedings.
21. As long as the bond(s) remain in effect, the company may assess and collect from the Principal(s) annually a renewal premium of up to twenty one (21%) percent of the original fee and charges.
22. The parties understand and agree that the premiums and fees paid and to be paid to the company cover the appearance bond for the trial court only. If the case is appealed to the Court of Criminal Appeals or to the Supreme Court of Tennessee and the company chooses to undertake a new appearance bond for the defendant on appeal, the company may assess and collect an additional premium or fee in an amount up to ten (10%) percent of the appearance bond for the appeal. The annual premium renewal fees shall be charged in accordance with paragraph 21 above.
23. The parties acknowledge, understand, and agree that:
 - A. The release of the defendant has been obtained by the company acting as the private jailer for the defendant or the defendant's jailer of choice.
 - B. Even though the defendant is released from public custody, the defendant's release to the company is a continuance of the defendant's original incarceration; and, therefore, the company or its duly appointed agent may, with necessary copy of bond or capias, seize, arrest, and deliver the defendant to the custody of the appropriate public jailer or if that can not be done at once, the company or its duly appointed agent may imprison the defendant until delivery can be made.
 - C. The company or its duly appointed agent may pursue the defendant into another jurisdiction in order to arrest the defendant and, if necessary, may break into the defendant's house for that purpose.
24. The parties understand and agree that if, in the sole judgment of the company, it becomes necessary to investigate in order to determine whether or not the information supplied is accurate, investigate in order to determine the whereabouts of the defendant, search for, apprehend, and/or surrender the defendant, then the company shall charge and the principal and any co-principal shall pay a fee of \$65.00 an hour per agent or part thereof for each hour expended by any agent, officer, or employee of the company, which fee shall be in addition to any and all other expenses for which the principal and any co-principal may be liable under the terms of the agreement.

25. AUTHORIZATION FOR RELEASE OF INFORMATION

To Whom It May Concern: This authorizes any bank, insurance company, employer (past or present), utility company, local government agency, state government agency, Federal government agency, including but not limited to any branch of the armed services, Social Security Administration, any healthcare facility or practitioner, attorney, or any other person or entity to furnish full and complete reports and information concerning me which hereby requested by a representative or agent of Rutherford Bonding Company. This authorization also includes the examination and copying of any information, including opinions. This authorization is given for valuable consideration and may be recorded in Registrar's office or any other appropriate office. This authorization can only be revoked or withdrawn by written agreement with the Bonding Company.

I hereby release any such above listed entity from any liability which may be incurred in releasing information to Rutherford Bonding Company or its agents or representatives including liability under any Federal law, including but not limited to Title 5, Section 522-A of the USC, commonly known as the Privacy Act.

THIS AGREEMENT has been executed on the same date as the date of the first bond or undertaking. THIS AGREEMENT CREATES DUTIES AND FINANCIAL OBLIGATIONS. YOU SHOULD SIGN IT ONLY AFTER YOU UNDERSTAND IT AND AGREE TO COMPLY WITH THOSE DUTIES AND OBLIGATIONS.

If I move, change jobs, or my telephone number I will notify the bond company immediately.

Principal _____ Date _____

Co-Principal _____ Date _____

Co-Principal _____ Date _____

Co-Principal _____ Date _____

This is your court date: _____