

**A ABLE AMERICAN BAIL BOND CO., INC.
 APPLICATON FOR BAIL BOND**

DATE: _____

BOND DATA

AGENT:	COURT:	COURT DATE:	JUDGE:	HEARING TYPE:	HEAR TIME:	FEL(Y/N)	ATTY NAME:

CHARGES/CASE#:	AMOUNT:
TOTAL AMT:	

FEE:	AMT PAID:	BAL DUE:
DATE PMNT DUE:	PAYMENT PLAN:	
BAL PD. Y/N:	FILE FEE AMOUNT:	FILE FEE PD Y/N:

DEFENDANT

LAST NAME:	FIRST NAME:	MIDDLE:	SUFFIX:

ADDRESS			
CITY:	STATE:	ZIP:	
PLACE OF BIRTH:	DATE OF BIRTH:	SSN#:	
HOME PHONE:	CELL PHONE:		
WORK LOCATION:	WK PHONE:	SUPERVISOR:	HOW LONG:

GENDER:	RACE:	AGE:	
WEIGHT:	HEIGHT:	HAIR:	EYE CLR:
DESCRIPTION:			
CAR MAKE/MODEL:	YEAR:	COLOR:	
TAG #:	DRIVERS' LICENSE #:		

COSIGNER 1

RELATIONSHIP TO DEF.	LAST NAME:	FIRST NAME:	MIDDLE:	SUFFIX:
ADDRESS:	CITY:	STATE:	ZIP:	
DRIVERS' LICENCE #:	DATE OF BIRTH:	SSN#:	HOME PHONE:	CELL PHONE:
WORK LOCATION:	WK PHONE:	SUPERVISOR:		

COSIGNER 2/REFERENCE 1

RELATIONSHIP TO DEF.	LAST NAME:	FIRST NAME:	MIDDLE:	SUFFIX:
ADDRESS:	CITY:	STATE:	ZIP:	
DRIVERS' LICENCE #:	DATE OF BIRTH:	SSN#:	HOME PHONE:	CELL PHONE:
WORK LOCATION:	WK PHONE:	SUPERVISOR:		

REFERENCE 2 & 3

RELATIONSHIP TO DEF.	LAST NAME:	FIRST NAME:	PHONE:
ADDRESS:	CITY:	STATE:	ZIP:

RELATIONSHIP TO DEF.	LAST NAME:	FIRST NAME:	PHONE:
ADDRESS:	CITY:	STATE:	ZIP:

State of Alabama

Madison County

The undersigned defendant and co-makers, separately and severally, voluntarily and without solicitation on the part of **A Able American Bail Bond Company, Incorporated**, hereinafter referred to as the **"Company"**, or any of its agents, servants or employees, in order to secure the release from jail of the undersigned defendant on bail bond, or to perfect an appeal from a conviction of a criminal offense, have this day employed the **"Company"** to make, secure or cause to be made the bail bond for the undersigned defendant in the sum of \$ _____ Dollars and court costs, for the charges(s) of _____ and agree to pay to said **"Company"** the sum of \$ _____ Dollars on demand, as fee for making, securing or causing to be made said bail bond, appeal bond, which sum of money is due and payable immediately at the offices of the **"Company"** at 600 Wheeler Ave; Huntsville, Alabama 35801.

If after a period of six months, there is a remaining or unpaid balance owed by the defendant and co-makers for a bond fee, recovery expense, or forfeiture expense; interest will be added to the unpaid balance and will accrue at the rate of 1 1/2% per month or 18% annually until paid in full, or up to the maximum amount allowed by law if less than 18% until paid in full.

The undersigned defendant and co-makers agree and understand that this contract does not limit their responsibility to the initial appearance of the defendant in court, but said responsibility and liability hereon shall continue as long as the above charge is outstanding or any fine imposed thereon remains unpaid, and the defendant remains free on bail bond. Towards this end, the co-makers do hereby authorize the case, as originally set against the defendant, to be continued from time to time as the need arises for trial and/or payment of fine, and they agree to remain responsible and obligated under the terms and conditions of this contract throughout.

The undersigned defendant and co-makers further agree that in addition to the bond fee hereinabove set out and agreed to, that they will pay any and all additional charges and expenses that are necessary for the proper carrying out of this contract, any and all fines, forfeitures, forfeiture costs or penalties imposed in regard to the charge for which the bail bond agreement was entered. These expenses shall include any employment of agents, attorneys, servants or employees the said **"Company"** deems necessary to secure and force the presence of the defendant in court, or to apprehend and affect his surrender to the court in the event of a forfeiture of said bond.

State of Alabama
Madison County

In the event that the undersigned defendant fails to appear for court and a conditional forfeiture is entered against the **"Company"** by the court, this will constitute a breach of this contract. The undersigned defendant and co-makers agree that in the event of a breach of contract, the entire amount of the bond along with court costs is immediately due and payable to the **"Company"**.

The undersigned defendant and co-makers do hereby authorize the said **"Company"** to pay all fines and costs and all forfeitures, penalties and forfeiture costs that are due and payable by the defendant; and the undersigned defendant and co-makers do hereby separately and severally agree to indemnify and hold harmless and pay to the said **"Company"** any and all expenses paid pursuant thereto and the said **"Company"** is hereby given the right, at its own option, to use any money on deposit with it for any of the above set out purposes regardless of what the receipt for said money may say. Towards this end, and towards the furtherance of any of the obligations of the **"Company"** under this contract, the undersigned defendant does hereby nominate, constitute and appoint the said **"Company"** as his true and lawful attorney-in-fact and authorizes the said **"Company"** to execute on his behalf any and all documents, receipts, affidavits or other instruments pertaining to the charges pending against him and/or the bail bond executed by the **"Company"** on his behalf.

In addition to any of the expenses or obligations hereinbefore set out, the undersigned defendant and co-makers, separately and severally, agree to pay any and all expenses necessary to cause the attendance of defendant in court on the said day his case is set and on any day of any continuance granted by the court and to pay any and all expenses and/or reward necessary in apprehending the defendant, whether the defendant forfeits said bail bond or appeal bond, or, in the judgment of the said **"Company"** is contemplating forfeiting said bail bond, or whose actions and conduct is such that the said **"Company"** has reasonable cause to believe that the defendant will not appear at court when the case is originally set or any continuance thereafter, or any appeal there from, or will fail to pay any fine that is imposed upon him. The defendant and co-makers further agree that the said defendant and co-makers will immediately notify said **"Company"** of any changes of residence address or the name and address of the undersigned employers and that the defendant will not leave Madison County, Alabama without the express consent of the **"Company"** and will report to the office of said **"Company"** as they may require or may request; and failure to perform any of the requirements of this paragraph shall work a forfeiture of the said bail bond at the option of the said **"Company"** and will be sufficient authority without any additional notice whatsoever for said **"Company"** to withdraw its security as bond for the defendant and, in effect, "go off said bond" and return said defendant to the custody of the authorities wherein his case is pending.

The undersigned defendant and co-makers agree to and hereby grant the **"Company"** unlimited and unrestricted access to their residences for the apprehension of the defendant regardless if their addresses change after the signing of the contract. The defendant waives all rights or formal requirements according to Alabama law or the Constitution to arrest or hold him/her and the defendant explicitly submits to the authority of the **"Company"** that it is entitled to under **Taylor vs. Taintor, 16 Wall 366** (United States Supreme Court) and any other applicable Alabama statutes and/or case law. Further, the undersigned defendant and co-makers hereby waive any and all rights they may have under Title 28 Privacy Act, Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. Then undersigned consent to and authorize the **"Company"**, its surety, and/or any person acting as its agent or on its behalf, to obtain any and all private or public information and/or records concerning them, and/or their minor/dependent children from any party or agency, private or government (local, State & Federal), including but not limited to, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, employment records, rental/lease/purchase agreement records, any and all banking, credit union, and/or financial records. The undersigned hereby authorize without reservation, any party or agency, private or governmental (local, State & Federal), contacted by the **"Company"** and/or its agent, to furnish any private and public information and records in their possession or their access concerning the undersigned to the **"Company"**, its surety, and/or any person acting as its agent or on its behalf. The undersigned specifically waive all of the rights under the HIPAA Compliance Act, Gramm-Leach-Bliley Act, & the Financial Privacy Act of 1978.

The undersigned defendant, in addition to the power of attorney heretofore granted to the said **"Company"**, does hereby further nominate and appoint the said **"Company"** as his true and lawful attorney-in-fact to sign the defendant's names to all appearance and appeal bail bonds that he may be required to sign, to make jury demands, to execute releases received, and receipts for money and any and all property, or other necessary papers in and about the making of the said bail bond herein contracted for. The undersigned defendant does hereby further ratify and confirm all acts done in the past or to be done in the future by said attorney-in-fact.

In the event the undersigned defendant and co-makers, separately and severally, shall fail to pay any sums of money that they may be obligated to pay under the contract herein, the undersigned do hereby, separately and severally, waive their right to exemption as to personal property as provided by the Constitution and the laws of the State of Alabama and any other state, and in the event that it is necessary that any obligation due hereunder shall be placed with any attorney for collection or the employment of an attorney for collection or the employment of an attorney should be deemed necessary or desirable, as determined by the **"Company"** in its sole discretion, then the undersigned, separately and severally, agree to pay a reasonable attorney's fee in connection therewith.

In the event that the defendant or co-makers decide to take legal action or bring a suit against the **"Company"**, its surety, and/or any person acting as its agent or on its behalf, for any reason whatsoever, the undersigned hereby waive any right they may have to a trial by jury and hereby agree and consent to have all disputes settled by binding Arbitration in Madison County, Alabama, utilizing the laws of the State of Alabama and any applicable Federal Laws.

The undersigned co-makers do hereby specifically relieve the said **"Company"** of any responsibility, liability, fault or damages under this contract, or obligation to notify them in the event the defendant forfeits any bond secured hereunder or fails to appear in any court for any hearing on the afore-described charge or appeal there from, or fail to pay any fine imposed herewith, and does hereby reaffirm and ratify their obligations to remain bound under said contract.

Given under our hands and seals this the _____ day of _____, _____.

DEFENDANT SIGNATURE:	COMAKER (1) SIGNATURE:	COMAKER (2) SIGNATURE:
COMAKER (3) SIGNATURE:	COMAKER (4) SIGNATURE;	NOTARY:
A ABLE AMERICAN BAIL BOND CO INC AGENT SIGNATURE:	COMMISSION EXPIRATION:	