

This Section for Office Use Only:

Candi's Bail Bonds
156 Bear Creek Pike Suite 2
Columbia TN, 38401
(931) 982-6386

Bond ID: _____ County: _____
Reference No: _____ Court: _____
Agent: _____ Payment Amount: \$ _____
Execution Date: ____/____/____ Payment Method: _____

Defendant Information:

First Name: _____ Middle: _____ Last: _____

Gender: Male Female Other: _____

Social Security Number: _____ - _____ - _____ Date of Birth: ____/____/____

Cell Phone:(____) _____ - _____ Home Phone:(____) _____ - _____

Email Address: _____

Address: _____ City: _____ State: _____ Zip: _____

Driver License Number: _____ Licensed in Which State: _____

Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____

Complexion: _____ Race: _____ Nationality: _____

Spouse Information:

Marital Status: _____

Spouse First Name: _____ Middle: _____ Last: _____

Attorney Information:

Attorney Name: _____ Attorney Phone:(____) _____ - _____

Housing Information:

House or Apartment Own or Rent Time at Residence: _____ Years: _____ Months

Previous Address: _____ City: _____ State: _____ Zip: _____

Individuals You Currently Live With: _____

Employer Information:

Current Occupation: _____ Employer: _____

Supervisor's Name: _____ Phone:(____) _____ - _____

Employer's Address: _____ City: _____ State: _____ Zip: _____

Vehicle Information:

Year: _____ Make: _____ Model: _____ Color: _____

Tag Number: _____ State: _____ Registered Owner: _____

Defendant: (Print) _____ (Signature) _____ (Date) ____/____/____

Witness: (Signature) _____ (Date) ____/____/____

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Co-Signer Information:

First Name: _____ Middle: _____ Last: _____

Marital Status: _____ Relation to Defendant: _____

Address: _____ City: _____ State: _____ Zip: _____

Gender: Male Female Other: _____

Race: _____ Nationality: _____

Social Security Number: _____ - _____ - _____ Date of Birth: ____/____/____

Driver License Number: _____ Licensed in Which State: _____

Cell Phone:(_____) _____ - _____ Home Phone:(_____) _____ - _____

Email Address: _____

Housing Information:

House or Apartment Own or Rent

Financed By: _____ Name on Deed: _____

Time at Residence: _____ Years: _____ Months

Employment Information:

Current Occupation: _____ Job Title: _____ Monthly Income: _____

Employed for How Long? Years _____ Months _____ Employer: _____

Supervisor's Name: _____ Phone:(_____) _____ - _____

Employer's Address: _____ City: _____ State: _____ Zip: _____

Vehicle Information:

Year: _____ Make: _____ Model: _____ Color: _____

Tag Number: _____ State: _____ Registered Owner: _____

List Any Liens on This Vehicle: _____

Co-Signer: (Print) _____ (Signature) _____ (Date) ____/____/____

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Reference Information:

Reference 1:

First Name: _____ Middle: _____ Last: _____
Home Phone:(_____) _____ - _____ Cell Phone:(_____) _____ - _____
Address: _____ City: _____ State: _____ Zip: _____
Relation to Defendant: _____ Years Known: _____

Reference 2:

First Name: _____ Middle: _____ Last: _____
Home Phone:(_____) _____ - _____ Cell Phone:(_____) _____ - _____
Address: _____ City: _____ State: _____ Zip: _____
Relation to Defendant: _____ Years Known: _____

Reference 3:

First Name: _____ Middle: _____ Last: _____
Home Phone:(_____) _____ - _____ Cell Phone:(_____) _____ - _____
Address: _____ City: _____ State: _____ Zip: _____
Relation to Defendant: _____ Years Known: _____

Defendant: (Print) _____ (Signature) _____ (Date) ____/____/____

Witness: (Signature) _____ (Date) ____/____/____

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Promisory Note:

This note is being executed by the undersigned to secure **Candi's Bail Bonds** as surety, upon forfeiture or estreatment of the surety bonds(s) posted on behalf of the below named defendant.

ON DEMAND AFTER DATE FOR VALUE RECEIVED. I, defendant (**print name**) _____ and co-signer(s) (**print names**) _____ promise to pay to the order of **Candi's Bail Bonds** the sum of (bond amount) \$ _____ 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 of twelve (12) percent per annum 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 (**print name**) _____ 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 and effect.

Defendant: (Print) _____ (Signature) _____ (Date) ____/____/____

Co-Signer: (Print) _____ (Signature) _____ (Date) ____/____/____

Co-Signer: (Print) _____ (Signature) _____ (Date) ____/____/____

Co-Signer: (Print) _____ (Signature) _____ (Date) ____/____/____

Witness: (Signature) _____ (Date) ____/____/____

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Bond Requirements:

It is mutually agreed and understood that **Candi's Bail Bonds** (herein referred to as the company) is the bonding company of the record and defendant **(print name)** _____ (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.
4. Respondent will provide the company a certified copy of the final disposition upon the conclusion of the court proceedings.
5. Respondent will report in person or by telephone to **(931) 982-6386** every **Friday** to update material change in circumstance and confirm pending court date.

RESPONDENT agrees that any failure to comply with the above requirements shall be reasonable cause for immediate surrender.

According to the O.C.G.A. Title 17 the company and its agents are prohibited from suggesting employment of attorneys and giving advice or direction regarding defense or disposition of cases.

Defendant: (Print) _____ (Signature) _____ (Date) ____/____/____

Witness: (Signature) _____ (Date) ____/____/____

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County: _____
Court: _____
Payment Amount: \$ _____
Payment Method: _____

Privacy Waiver Act (Co-Signer):

The co-signer(s) **(print names)** _____ hereby authorize(s) and directs 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 Organizations having any information concerning the defendant's whereabouts to give such information to **Candi's Bail Bonds** and its 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 defendant's non-appearance.

The co-signer hereby waives rights with respect to the Privacy Act and authorizes the use of copies of this document by Candi's Bail Bonds and its assigns and /or authorized representatives.

CO-SIGNER HAS READ AND AGREED TO THESE TERMS

Witness the signatures of all parties this ____ day of _____, 20 ____

Co-Signer: (Print) _____ (Signature) _____ (Date) ____ / ____ / ____

Co-Signer: (Print) _____ (Signature) _____ (Date) ____ / ____ / ____

Co-Signer: (Print) _____ (Signature) _____ (Date) ____ / ____ / ____

Witness: (Signature) _____ (Date) ____ / ____ / ____

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Payment Amount: \$ _____
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Privacy Waiver Act (Defendant):

The defendant (**print name**) _____ hereby authorizes and directs 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 Organizations having any information concerning the defendant's whereabouts to give such information to **Candi's Bail Bonds** and its assigned and/or duly authorized representatives.

The defendant 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 defendant's non-appearance.

The defendant hereby waives rights with respect to the Privacy Act and authorizes the use of copies of this document by **Candi's Bail Bonds** and its assigns and /or authorized representatives.

DEFENDANT HAS READ AND AGREED TO THESE TERMS

Witness the signatures of all parties this ____ day of _____, 20 ____

Defendant: (Print) _____ (Signature) _____ (Date) ____/____/____

Witness: (Signature) _____ (Date) ____/____/____

AGREEMENT FOR BAIL BOND(S)

CANDI'S BAIL BONDS, 156 Bear Creek Pike, Suite #2, Columbia, TN. 38401. Phone: 931-982-6386

This agreement is executed by the undersigned [hereinafter called "Principal(s)" which terms may also include any Co-Principal] to Candi's Bail Bonds [hereinafter called "Company"], as part of the consideration for its executing as surety the bond(s) described in the Principal(s)' "Application for Bail Bond". The Principal(s) agree to the following:

1. The Company reserves the right to refuse the bond for which the application is made. The Principal, Co-Principal or any third party shall not have a claim against the Company based on the Company's refusal or failure to execute the bond.
2. The Principal for which the bail bond(s) are executed in behalf of (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. The failure to attend any court sessions may result in additional charges being placed against the Principal-defendant, depending on the cause for such failure. In the event that that Principal-defendants failure to attend a scheduled court proceeding results in a new criminal charge, the company may immediately declare a default in this contract and take such action that it may deem appropriate, including the surrender of the Principal-defendant.
3. Principal(s) shall notify the company or its agent in writing of any change (especially change of address) of the information set forth in the application within forty-eight (48) hours after the change has occurred. Any failure to notify the company shall be considered a default by the Principal(s). Failure to notify the company of any change within the forty-eight (48) hour grace period is cause for the company to immediately surrender the defendant without any liability and without any obligation for the return of any portion of the premium, subject to the requirements of T.C.A.
4. 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 of its obligation under the bond(s) or undertaking(s).
5. As further inducement to the company to act as surety on the bond(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, and 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 well as in the application for bail bonds, as a part of the consideration received by it for acting as surety.
6. The acceptance of this agreement, the payment of the premium(s) required by this agreement, other collateral as security, or other additional agreement(s) shall not abridge or limit the rights of the Company under this agreement. If the company executes any bond with no co-sureties, all terms of this agreement shall apply to the transaction. 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).
7. 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 the Company may take, the Company may enforce this agreement with the void or unenforceable provisions omitted or declare that agreement terminated and take such action as 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).
8. The Principal(s) shall pay to the company or its duly authorized agent, the fee(s) [hereinafter called the "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, refund or proration accept by law.
9. The Principal(s) acknowledged that the "Application for Bail Bond" and this agreement, with attached exhibits (additional personal information, security agreement, promissory note, waiver of privacy act, and social security administration consent for release of information) may act as the receipt required by T.C.A. 40-11-04. If security has been deposited with the Company or the Company's agent, that security is accurately described in the Security Agreement, and that all liens or other security interest holders have been identified.
10. The failure of the Company to insist on any of the terms and conditions of this agreement shall not be considered as a waiver for any part of this contract. All terms and conditions shall remain in full force and effect, unless specifically expressed in writing and signed by the Company.
11. This agreement binds the Principal(s), jointly and severally, the Principal(s), heirs, personal representatives, executors, administrators, successors, and assigns.
12. The Principal(s) shall immediately notify the Company at its principal office in Columbia, Tennessee, 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) described in the application.
13. 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 bond. 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 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 or expense which the Company may sustain or incur obtaining release or in securing itself against loss, cost or expense shall be the responsibility of the Principal(s) and paid by the Principal(s).
14. The Principal(s) at all times, hold Candi's Bail Bonds harmless from and against all claims and expenses which the Company may have incurred in relation to this bond. The Principal(s) shall reimburse the Company for any amounts of money required to meet any expense or legal fee involved in the execution of the bond, including, but not limited to, attorney's fees and court costs.
15. A receipt, cancelled check or other evidence of payment shall be evidence of the obligation from the Principal(s) to the Company.

NOTICE: IF YOU USE A PROFESSIONAL BONDSMAN

Amount of charges to you. The premium fee for your bond should not be more than ten percent of the face of your bond. For example: \$1,000 bond premium should not be more than \$100. In addition to this amount, the law also permits a one-time \$25 initiation fee, (T.C.A. 40-11-316). Insist on a receipt. The law, (T.C.A., 40-11-304), REQUIRES A BAIL BONDSMAN TO KEEP A DUPLICATE RECEIPT. The receipt must show the name of the person paying money or pledging property, the name of the person for whom it was paid, the account or purpose for which it is received, and the suit, action, or matter in which the money is paid. Collateral can be required. If a bondsman insists on collateral in addition to the ten percent (10%) premium fee, you may wish to talk to another bondsman. However, a bondsman may accept collateral, and if the bondsman accepts collateral, the bondsman must give you a written receipt for the collateral, and the receipt shall give in detail a full description of the collateral received and the terms of redemption as REQUIRED BY T.C.A., 40-11-126(8). A BONDSMAN MAY NOT LOCK YOU BACK UP OR SURRENDER YOU ARBITRARILY OR WITHOUT GOOD CAUSE. GOOD CAUSE MAY INCLUDE YOUR FAILURE TO PERFORM YOUR OBLIGATION UNDER THE CONTRACT YOU HAVE WITH YOUR BONDSMAN (T.C.A. 40-11-126(7) & 40-11-132). [ACTS 1997, CH.245,1.]

I hereby submit the foregoing for purposes of inducing Candi's Bail Bonds to consider executing, as surety, the necessary appearance or bail bond(s) as identified in this application. I further state under penalty of perjury that the information contained in this application; "Agreement for Bail Bond(s)" is true and correct.

Principal/Defendant

Date

Co-Principal

Date

Agent for Candi's Bail Bonds

Date