

APPLICATION FOR BOND
WHEELER BONDING COMPANY, INC.

Receipt # _____

Clerk _____

Misdemeanor / Felony

Name _____

Address _____

Phone _____

Court _____ Trial Date _____

Amount of Bond _____

Bond Fee _____

Charge _____

Warranty No. _____

Employment _____

Age _____ Race _____ Weight _____

Height _____ Eyes _____ Hair _____

D.O.B. _____

Social Security No. _____

Drivers License No. _____

Make of Car _____ License No. _____

AKA Scars or Tattoos _____

Husband or Wife's Name _____

Address _____

Father's Name _____

Mother's Name _____

Address _____

Brothers _____

Address _____

Sisters _____

Address _____

Previous Arrests _____

In-Laws _____

Friends _____

Attorney _____ Phone _____

Court Info. Date _____ Agent _____

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|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |

Co-Principal Name _____

Home Address _____

Home Phone _____

Employment _____

Number Years _____

Dept./Section _____

Address _____

Employment Phone _____

Bank Affiliate _____

Social Security # _____

Drivers License # _____

Co-Principal Name _____

Home Address _____

Home Phone _____

Employment _____

Number Years _____

Dept./Section _____

Address _____

Employment Phone _____

Bank Affiliate _____

Social Security # _____

Drivers License# _____

_____, 20_____

ON DEMAND _____ after date, for value received _____
 promise to pay to the order of: WHEELER BONDING COMPANY, 306 GAY ST., SUITE #202, NASHVILLE, TN
 _____ dollars

with interest from _____ until paid, at the rate of 12 1/2 per cent per annum
 and any and all attorney's fees, if placed with an attorney for collection after maturity, and all other costs and charges,
 properly incurred in the collection hereof. Payable at WHEELER BONDING COMPANY, INC.

 Received from

 Date

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

DATE: _____

This authorizes any bank, Internet Services (any type), insurance company, employer (past or present), telephone company, utility company, cable television company, state government agency, local government agency, United States government agency, including, but not limited to any branch of the armed services, Veteran's Administration, Internal Revenue Service, Federal Bureau of Investigation, Social Security Administration, health care facility or practitioner, attorney, accountant, or any other person or entity to furnish full and complete reports and information concerning me which is hereby requested for the undersigned by a r or agent of WHEELER BONDING CO., a division of WHEELER BOND AND SURETY CORPORATION. This authorization also includes the examination and copying of any information, including opinions. This authorization is given for a valuable consideration and may be recorded in the Register's Office or other appropriate office. This authorization can only be revoked or withdrawn by agreement of the Bonding Company.

I hereby release any such above-listed entity from any liability which may be incurred in releasing this information to WHEELER BONDING CO., a division of NATIONAL BOND AND SURETY CORPORATION or its agent or representative 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. Your full cooperation is requested.

Sworn to and subscribed before me this

_____ day of _____, 20 ____

PRINCIPAL

CO-PRINCIPAL

NOTRARY PUBLIC

*CO-PRINCIPAL
WHEELER BONDING COMPANY*

My Commission Expires: _____

File J2225 Rev. (03/02)

AGENT

Sworn to and subscribed before me this

_____ day of _____, 20 ____.

PRINCIPAL

CO-PRINCIPAL

AGREEMENT

THIS AGREEMENT is executed and delivered by the undersigned [hereinafter called "Principal(s)" which term shall also include any Co-principal] to the 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 or proration.
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, judgements, 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 the behalf or at the request of the Principal(s) of 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, 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 Nashville, Tennessee, at its Bond Division, 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 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) 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 reinsurers 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 this 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 THE RENDERING OF AN 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 so 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 obligee'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 common law of this state, any other state, the United States, or any other country.

INITIALS: _____

DATE: _____

13. 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, any other agreement, or law. The company shall have every right and remedy which an individual surety acting without compensation would have. All of the 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 have 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 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 ANY 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 of more instances upon a strict performance of the terms and 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 of 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 the 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.

THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO APPEARANCE BONDS:

(The Principal placed under the appearance bond is hereinafter referred to as the 'defendant.')

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 (20%) 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 over 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 cannot 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 and enter into any place where the defendant has been or may be found either in or outside the state of Tennessee. This authorization includes and extends to, but is not limited to, the defendant's residence, property, or business and the residence, property or business of any co-principal.
24. The parties understand and agree that if, in the sole judgement 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 the defendant, apprehend the defendant, 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 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 this agreement.

THIS AGREEMENT has been executed on the same date as the date of this 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.

COURT ORDERED NOTICE

25. YOU ARE NOTIFIED THAT A 2013 CHANGE IN THE LAW PREVENTS THIS BONDING COMPANY FROM REMAINING ON YOUR BOND UPON CONVICTION OR A PLEAS OF GUILTY AS YOU AWAIT A SENTENCING HEARING. IF YOU PLEADED GUILTY OR ARE CONVICTED THE JUDGE MAY TAKE YOU INTO CUSTODY PENDING THE BOND HEARING WHICH IS USUALLY HEARD WITHIN 45 DAYS. THE JUDGE MAY ALLOW YOU TO MAKE A NEW BOND FOR THAT PERIOD. THIS BONDING COMPANY IS PREVENTED FROM ACCEPTING ADDITIONAL FUNDS OR COLLATERAL AFTER THE ORIGINAL BOND AMOUNT HAS BEEN PAID IN FULL, ONCE YOU HAVE BEEN RELEASED FROM COURT CUSTODY ON THIS CURRENT BOND.

SIGNATURE: _____ DATE: _____