



Name \_\_\_\_\_  
 Power # \_\_\_\_\_  
 Case # \_\_\_\_\_  
 Amount of Bond \_\_\_\_\_  
 Date of Bond \_\_\_\_\_

<b>PROMISSORY NOTE SUMMARY</b>	
You owe _____	and the first
payment of _____	
is due on _____	

**TERMS AND CONDITIONS SUMMARY**

The following terms and conditions are an integral part of this application for the appearance bond for which SUN SURETY INSURANCE COMPANY or its Agent shall receive a premium and the parties agree that said appearance bond is conditioned upon full compliance of all said terms and conditions and is a part of said bond and application therefor.

1. In making application for the herein above described Bail Bond we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.
2. Defendant waives any and all rights he/she may have under Title 28 Privacy Act-Freedom of Information Act, Title 6 Fair Credit Reporting Act, and any such local or state law and further consent and authorizes Surety and/or its Producers to obtain any and all private information and or records concerning Defendant from any party or agency, private or governmental (local, state, federal), including but not limited to, credit reports, Social Security records, criminal records, civil records, driving records, telephone records, medical records, school records, working compensation records, and employment records, Defendant authorizes, without reservation, any party or agency, private or governmental (local, state, federal), contracted by Surety and/or its Producers, to furnish any and all private and public information and records in their possession concerning Defendant to Surety and/or its Producers, and Directs that a copy of this document shall serve as evidence of said authorization.

THIS AGREEMENT is made by and between the undersigned Defendant, Indemnities, and Sun Surety Insurance Company, at 21 Main St., Rapid City, South Dakota 57701, through its duly authorized Agent - **Beneficial Bail Bonds**:

WHEREAS, Sun Surety Insurance Company has executed, or is about to execute in behalf of and/or at the instance of the indemnitor(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made part of this agreement. NOW, THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the indemnitor(s) covenant(s) and agree(s) with the company as follows:

1. The Indemnitor(s) will pay the company, or its duly authorized agent, the premiums(s) specified in said application at the time and in the amount stated.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the company and save harmless the Company from and against any and all claims, demands, liabilities, cost, charges, legal fees, disbursements and expenses of any kind and nature, which the Company shall at any time sustain incur, as well as from all orders, decrees, judgments and adjudications against the company by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, cost, expenses, suit, order, decreed, payment and/or adjudication against the Company by reason of the execution of such bond or undertaking executed in behalf of and/or at the instance of the indemnitor(s) and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any-legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Company at its principle office in the City of Rapid City, S.D. at 21 Main St., Rapid City, South Dakota 57701 of the making of any demand or the giving of any notice, or the commencement of any proceeding of the fixing of any liability which the company may be required to discharge by any reason of the execution of any such bond or undertaking.
4. That the voucher or any other evidence of any payment made by the Company, in discharge or any liability under or incurred in connection with any such bond or undertaking or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the indemnitor(s) of the face and amount of the liability of the indemnitor(s) of the fact and amount of the liability of the indemnitor(s) to the Company.
5. In the event that the Company executes any bond or undertaking with Co-Surety, or reinsures any portion of any such bond or undertaking, or procures the execution, of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or co-sureties and/or reinsurers as their respective interest may appear.
6. The Company shall have the right at any time, within applicable law, with notice to the Indemnitor(s), to transfer and assign this agreement and/or collateral pledged hereunder, upon written consent by the individual(s) who executed the agreement and/or collateral, to any Reinsure, Co-Surety or Surety or Insurance Company which may take over and assume the obligation of the Company under and such bond or undertaking and thereupon the transfers shall become vested with all the power and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral and under this agreement.
7. The Indemnitor(s) agree(s) that the company may at any time take such steps as in my deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Company to give the Indemnitor(s) notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its right or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Company may secure and further indemnify itself against loss, damages and/or expenses in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or further securing itself against loss, shall be borne and paid by the Indemnitor(s), within applicable law.
8. The Indemnitor(s) hereby authorize(s) any attorney of any court of record appear for him or them in and before any court, in any action, suit or proceedings, and receive process on behalf of the Indemnitor(s) or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered against the Indemnitor(s), (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said bond or undertaking and for the amount of any and all sums herein before in paragraphs 1, 2, and 7 referred to; and to release all error and waive all rights to a stay of execution or appeal; and to do and perform all acts and execute all papers in the name of the Indemnitor(s) in order to carry into effect the authority herein above given in as full and ample a manner as the Indemnitor(s) might do if personally present, hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocable waive(s) the benefit or advantage of any and all valuation, stay, appraisal or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor(s) or Indemnities, jointly and/or jointly and severally, but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
10. The Company reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Company in consequence of if failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligor.
11. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein; with the intent and purpose that they be fully relied on.
12. The Company shall not be first obligated to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit of any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or processing and/or enforcing its remedies against any Indemnitor(s).
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on continuance of said bond(s) or undertakings(s), and/or acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be surrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being construed to be cumulative and for the sole benefit of the Company, its successors and/or assigns.
14. If any provisions of this instrument be void or unenforceable under the law of any place governing its construction or enforcement, this instrument shall not be bond or vitiated thereby but shall be construed and enforced with the same effect as though such provisions were omitted.

IMPORTANT! Sun Surety Insurance Company accepts and authorizes its representatives to accept only specific forms of collateral as security.

**THIS ACCEPTABLE COLLATERAL IS LIMITED TO:**

- |   |   |
|---|---|
| 1. CASH including cashier's checks, money orders, and certified checks;                                       | 3. Properly assigned STOCKS AND BONDS;  |
| 2. Properly assigned SAVINGS ACCOUNTS represented by passbooks, or properly assigned CERTIFICATES OF DEPOSIT; | 4. REAL ESTATE evidenced by properly executed mortgages, deeds of trust or confessions of judgment in accordance with applicable state law. |

IMPORTANT! this collateral security receipt and agreement should not be used except in conjunction with acceptable collateral. Representatives are not authorized to accept and Sun Surety Insurance Company is not responsible for any type or form of collateral other than collateral enumerated above.

TO DEFENDANT AND INDMNITOR(S): YOU ARE ENTITLED TO A SIGNED RECEIPT FOR COLLATERAL YOU HAVE GIVEN TO THE BONDING AGENT TO SECURE AND INDEMNIFY THIS BOND PURSUANT TO THE TERMS OF THIS AGREEMENT. ANY PROPERTY DEED OR MORTGAGE MUST BE TAKEN IN THE NAME OF SUN SURETY INSURANCE COMPANY. BE SURE ALL YOUR COLLATERAL IS ITEMIZED ON YOUR COLLATERAL RECEIPT.

I HAVE/HAVE NOT DEPOSITED COLLATERAL with the Agent for the purpose of this Bail Bond and received a Receipt.

Any personal property taken for the purpose of bond premiums or payments indicated on the promissory note will be forfeited if account falls into default 60 days or more and/or property received on agreed payment not meet, will be forfeited 1 day after missed payment.

**STATEMENT OF CHARGES SUMMARY**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Bail Bond Premium - \$50 Minimum or 10% of Bail Bond | <input type="checkbox"/> Process Service - \$50 per set                       | <input type="checkbox"/> Telephone and Investigative Work - \$100 per person each hour |
| <input type="checkbox"/> Bail Bond Revocation - \$250 per bond                | <input type="checkbox"/> Late Fees or a minimum \$30 Per Month                | <input type="checkbox"/> Return Check Fee - \$75                                       |
| <input type="checkbox"/> Failure to Appear - \$250 (regardless of reason)     | <input type="checkbox"/> Alcohol Monitoring - \$25                            | <input type="checkbox"/> Vehicle Storage Fee - \$75 per day                            |
| <input type="checkbox"/> Forfeiture of Bond — Full penal amount of Bond       | <input type="checkbox"/> Small Claims Court Filing - \$35                     | <input type="checkbox"/> Interest Rate on Uncollected Money                            |
| <input type="checkbox"/> Recording of Documents - \$8 per page                | <input type="checkbox"/> Department of License Transfer Title Fee - \$25 each | <input type="checkbox"/> Travel Fees - \$50 Minimum                                    |
| <input type="checkbox"/> Attorney or Legal Fees — \$250 per hour              | <input type="checkbox"/> Filing of Documents Ex-Parte - \$75                  |  |

**POWER OF ATTORNEY SUMMARY**

THAT I, and by these presents do make, constitute and appoint my name, place and stead to act for me in the in connection with the charge of now pending against me in said County; and to enter such plea as he may feel is proper in connection with the said charges, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as full, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

On demand after date, for value received, Sun Surety Insurance Company or assigns at 21 Main St. Rapid City, South Dakota 57701 Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at per cent, per annum payable semi-annually. It is further agreed and specifically understood that this note shall become Null and Void in the event the said defendant shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.



(208) 389-BAIL (2245)  
 (208) 459-BAIL (2245)



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