

**DEFENDANT AGREEMENT FOR MATT MCKEEHAN BAIL BONDS INC**

DEFENDANT \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_ S.S.N. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ COURT \_\_\_\_\_

- 1. CONSIDERATION.** THE CONSIDERATION OR CAUSE OF THE AGREEMENT IS THE POSTING OF A BAIL BOND BY SURETY ON BEHALF OF DEFENDANT IN THE ABOVE NAMED BOX.
- 2. INDEMNIFICATION.** I, THE UNDERSIGNED, HEREBY AGREE TO SAVE AND HOLD THE SURETY AND ITS AGENT/OR ASSIGNS FROM ANY LOSS WHATSOEVER RESULTING FROM THE FAILURE OF THE ABOVE NAMED DEFENDANT TO APPEAR IN COURT AS ORDERED. I, THE UNDERSIGNED, HEREBY AGREE TO PAY ALL COST ASSOCIATED WITH THE FAILURE OF THE ABOVE NAMED DEFENDANT TO APPEAR IN COURT AS ORDERED. IN U.S. CURRENCY TO SURETY, IT'S AGENT AND/OR ASSIGNS UPON THE FAILURE OF THE ABOVE NAMED DEFENDANT TO APPEAR IN COURT AS ORDERED. A COPY OF A JUDGEMENT OF BOND FORFEITURE NAMING THE ABOVE NAME DEFENDANT SHALL BE PRIMA FACIE EVIDENCE OF LOSS SUSTAINED BY SURETY AND ITS AGENTS AND/OR ASSIGNS.
- 3. JURISDICTION AND VENUE.** I, THE UNDERSIGNED, HEREBY AGREE AND STIPULATE THAT ANY COURT OF PROPER JURISDICTION WITHIN THE COUNTY OF ESCAMBIA, STATE OF FLORIDA IN A CONVENIENT AND PROPER FORUM TO LITIGATE ANY DISPUTE UNDER THIS AGREEMENT.
- 4. WAIVER AND AUTHORIZATION.** I, THE UNDERSIGNED, HEREBY WAIVE ANY AND ALL RIGHTS, BENEFITS AND PROTECTION PROVIDED TO ME PURSUANT TO THE FAIR DEBT COLLECTION ACT AND OTHER SIMILAR STATE AND/OR LOCAL STATUTE. ADDITIONALLY, I HEREBY AUTHORIZE THE HOLDER OF THIS INSTRUMENT TO UTILIZE ANY INFORMATION GIVEN ABOUT TO PURSUE THE COLLECTION OF ANY DEBT THAT MAY BE OWED.
- 5. SEVERABILITY.** THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE AND IF FOR ANY REASON ANY PROVISIONS OF THIS AGREEMENT SHALL BE DECLARED INVAILD OR UNENFORCEABLE, THEN SUCH PROVISION OR PROVISIONS SHALL BE CONSIDERED AS NOT WRITTEN AND THE REMAINDER OF THIS AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE.

DEFENDANT'S SIGNATURE \_\_\_\_\_ (SEAL) DATE \_\_\_\_\_

**PROMISSORY NOTE**

\$ \_\_\_\_\_ DATE \_\_\_\_\_

FOR VAULE RECEIVED, I, THE UNDERSIGNED, UNCONDITIONALLY PROMISE TO PAY TO THE BEARER ON DEMAND, THE AMOUNT OF \_\_\_\_\_, WITH INTEREST AFTER DEMAND IN THE AMOUNT OF 12%. THE MAKER OF THIS NOTE AND ENDORSERS, GUARANTORS AND SURETIES HEREON SEVERALLY WAIVE PRESENT FOR PAYMENT, NOTICE OF NON-PAYMENT, PROTEST, NOTICE OF PROTEST, CITATION, AND SERVICE PETITION, ALL LEGAL DELAYS AND CONFESS JUDGMENT IN FAVOR OF ANY LEGAL HOLDER, AND ALL PLEAS OF DIVISION AND DISCUSSION AND AGREE THAT THE TIME OF PAYMENT HEREOF MAY BE EXTENDED FROM TIME TO TIME, ONE OR MORE TIMES, WITHOUT NOTICE OF EXTENSION OR EXTENSIONS AND WITHOUT PREVIOUS CONSENT HEREBY BINDING THEMSELVES IN SOLIDO, UNCONDITIONALLY AND AS ORGINAL PROMISORS, FOR THE PAYMENT THEREOF IN PRINCIPLE, INTEREST, COST AND ATTORNEY'S FEES. NO DELAY ON THE PART OF THE HOLDER HEREOF AND EXERCISING ANY RIGHTS HEREUNDER SHALL OPERATE AS A WAVIER OF SUCH RIGHTS.

SHOULD THIS NOTE NOT BE PAID AT MATURITY OR WHEN DUE OR DEMANDABLE, AS HEREIN PROVIDED, OR SHOULD THIS NOTE BE PLACED IN THE HANDS OF AN ATTORNEY FOR ANY REASON, THE MAKER, ENDORSERS, GUARANTORS AND SURETIES AND EACH OF THEM HEREBY AGREE TO PAY THE FEES OF SUCH ATTORNEY WHICH ARE FIXED AT 18% ON THE AMOUNT THEN DUE ON THIS NOTE TOGETHER WITH INTEREST AND ALL COST.

A MARRIED PERSON SIGNING THIS NOTE IS ACTING FOR AND ON BEHALF OF THE COMMUNITY OF ASSETS AND GAIN EXISTING BETWEEN HIM/HER AND HIS/HER HUSBAND/WIFE AND ALSO BINDS HIM/HER WITH RESPECT TO HIS/HER SEPARATE AND PARAPHERNAL PROPERTY. THE PROVISIONS OF THIS NOTE ARE SERVERABLE AND IF FOR ANY PROVISION OF THIS NOTE SHALL BE DECLARED INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE CONSIDERED AS NOT WRITTEN AND THE REMAINDER OF THIS NOT SHALL REMAIN VALID AND ENFORCEABLE.

DEFENDANT'S SIGNATURE \_\_\_\_\_ (SEAL) DATE \_\_\_\_\_

**\*WARNING \*WARNING \*WARNING\***

I, \_\_\_\_\_ UNDERSTAND BY SIGNING AS THE DEFENDANT ON THIS BAIL BOND(S), THE CO-SIGNER AND I ARE FULLY RESPONSIBLE FOR THE APPERARANCE IN COURT ON EACH COURT DATE UNTIL THE COURT ENTERS DISPOSTION ON THE CASE. I FURTHER UNDERSTAND THAT ALL MONEY OWED TO MATT MCKEEHAN BAIL BONDS IS MY RESPONSIBILITY TO PAY, EVEN IF THE BOND IS REVOKED, OR I AM ARRESTED ON NEW CHARGES.

903.035(3) "ANY PERSON WHO INTENTIONALLY PROVIDES FALSE OR MISLEADING MATERIAL INFORMATION OR INTENTIONALLY OMITTS MATERIAL INFORMATION IN CONNECTION WITH AN APPLICATION FOR BAIL OR FOR MODIFICATION OF BAIL IS GUILTY OF MISDEMEANOR OR FELONY WHICH IS ONE DEGREE LESS THAN THAT OF THE CRIME CHARGED FOR WHICH BAIL IS SOUGHT, BUT WHICH IN NO EVENT IS GREATER THAN A FELONY OF THE THIRD DEGREE".

**\*\* UNDER NO CIRCUMSTANCES WILL THE BOND PREMIUM BE RETURNED TO THE CO-SIGNER OR THE DEFENDANT\*\*\***

(DEF)(PRINT) \_\_\_\_\_ (SIGN) \_\_\_\_\_ DATE \_\_\_\_\_

OFFICE INTIALS \_\_\_\_\_