

**ATTENTION!**

\* I \_\_\_\_\_ will ensure defendant is brought back to Rodgers Bail Bonding LLC within 24 hours to complete (his/her) portion of the paperwork.

\*My phone number is (\_\_\_\_)\_\_\_\_\_ (will be verified)

\*Defendant's phone number is (\_\_\_\_)\_\_\_\_\_ (will be verified)

As the Indemnitor/Co-signer on a Defendant's bond, YOU are LEGALLY responsible for ensuring that the bond is **PAID ON TIME** and **in FULL !!**

+ \_\_\_\_\_

Signature

You are also responsible for making sure the Defendant goes to court for EVERY court date. ***ONCE YOU SIGN THE APPLICATION, YOU CANNOT BE REMOVED!!***

\*Not adhering to these terms may result in a civil lawsuit being filed against you.\*

+ \_\_\_\_\_

Signature

+ \_\_\_\_\_

Date

POWER NO. \_\_\_\_\_  
CASE NO. \_\_\_\_\_  
EXECUTION DATE \_\_\_\_\_  
AGENT \_\_\_\_\_

**\* INDEMNITOR'S APPLICATION**

Name of Indemnitor \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How Long \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Email \_\_\_\_\_  
Employer \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_ How Long \_\_\_\_\_  
Married \_\_\_\_\_ Spouse's Name \_\_\_\_\_ Spouse's Phone Number \_\_\_\_\_ How Long \_\_\_\_\_  
**VEHICLE** Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Tag No. \_\_\_\_\_

**PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**SECOND INDEMNITOR**

Name of Indemnitor \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How Long \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Email \_\_\_\_\_  
Employer \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_ How Long \_\_\_\_\_  
Married \_\_\_\_\_ Spouse's Name \_\_\_\_\_ Spouse's Phone Number \_\_\_\_\_ How Long \_\_\_\_\_  
**VEHICLE** Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Tag No. \_\_\_\_\_

**PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

This agreement is made by and between the undersigned Defendant, Indemnitor(s), and Rodgers Bail Bonding LLC through its duly authorized agent. Whereas, Rodgers Bail Bonding LLC. (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become Surety on an appearance bond for Defendant in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) by its certain bond executed on power of attorney number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

\* This is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\* \_\_\_\_\_  
(Signature of Indemnitor)

\_\_\_\_\_  
(Signature of Agent)

\_\_\_\_\_  
(Signature of 2<sup>nd</sup> Indemnitor)

POWER NO. \_\_\_\_\_  
CASE NO. \_\_\_\_\_  
EXECUTION DATE \_\_\_\_\_  
AGENT \_\_\_\_\_

NORTH CAROLINA

\_\_\_\_\_ COUNTY

**INDEMNITY AGREEMENT AND GUARANTY**

I, \_\_\_\_\_, in consideration of RODGERS BAIL BONDING LLC. (hereinafter called "Surety") acting and being obligated as surety on bail bond on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ do guarantee the payment of said bond to the above named Surety in the event of forfeiture by the above named principal. I specifically waive notice of acceptance of this guaranty, acknowledge myself as fully bound by all provisions of the above stated bail bond, and expressly agree to pay, upon demand, any amount owing, not to exceed the amount of forfeiture ordered thereunder, and I do hereby agree to indemnify and hold harmless the above Surety for such amounts is required to pay upon such forfeiture. This agreement is void upon termination of liability on the bail bond as provided by North Carolina Administrative Code T11 13.0512.

\* This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\* \_\_\_\_\_  
Indemnitor Signature

\* \_\_\_\_\_  
Street Address

\* \_\_\_\_\_  
City State Zip Code

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Agent)

\* \_\_\_\_\_  
(Signature of Indemnitor)

\_\_\_\_\_  
(Signature of 2<sup>nd</sup> Indemnitor)



DISCLOSURE NOTICE

CONDITIONS OF BOND:

1. The SURETY, as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall the right to apprehend arrest and surrender the principal to the proper officials at any time as provided by law.
2. In the event surrender of principal is made prior to the time set for principal's appearances, and for reason other than as enumerated below in paragraph 3, then principal shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligation to the SURETY hereunder, and the SURETY shall have the right to forthwith apprehend, arrest and surrender principal, and principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:
  - (a) If the principal shall depart the jurisdiction of the court without the written consent of the court and SURETY or its Agent.
  - (b) If the principal shall depart the jurisdiction the court the written consent of the court and the SURETY of its AGENT.
  - (c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
  - (d) If principal is arrested and incarcerated for any other than a minor traffic violation.
  - (e) If principal shall make and material false statement in the application.

OTHER CONDITIONS \_\_\_\_\_

-

COURT DATE: \_\_\_\_\_

TIME: \_\_\_\_\_ PLACE: \_\_\_\_\_

INDEMNITOR INFORMATION

In addition to the terms and conditions of any Indemnity Agreement of other collateral documents which you have executed , this is to notify you that:

1. The Indemnitor(s) will have the defendant(s) forthcoming before the court named in the bond, at the time therein fixed, and as may be further ordered by the Court.
2. The Indemnitor(s) is responsible for any and all losses or cost of any kind whatsoever which the Surety may incur as a result of this undertaking. There should not be any cost or losses provided the defendants(s) does not violate the conditions of the bond and appears on time at all required Court hearings.
3. Collateral will be returned to the persons(s) named in the collateral receipt, or their legal assigns within 21 days after the Surety has received written notice of discharge of the bond(s) for the Court. It may take several weeks after the case(s) is disposed of before the court discharge surety bonds.

PRINCIPAL ACKNOWLEDGEMENT

I have received a copy of this Disclosure Notice and I have received a copy of all other documents signed relating to the Bond(s).

\_\_\_\_\_

PRINCIPAL

INDEMNITOR ACKNOWLEDGEMENT

I have received a copy of this Disclosure Notice and I have received a copy of all other documents signed relating to the Bond(s).

\_\_\_\_\_



301 N. Chester St  
Gastonia, NC 28052  
980-888-4113 (O)  
980-888-4052 (F)

MEMORANDUM OF AGREEMENT

THE MEMORANDUM OF AGREEMENT IS BETWEEN THE PRINCIPAL AND THE SURETY WHEN IN ANY CASE SOME PORTION OF THE PREMIUM PAYMENTS ARE TO BE DEFERRED OR PAID AFTER THE DEFENDANT HAS BEEN RELEASED FROM CUSTODY PURSUANT OF NORTH CAROLINA GENERAL STATUE 58, ARTICLE 71, SECTION 167.

1. AMOUNT OF BOND PREMIUM CHARGED = \$ \_\_\_\_\_

2. AMOUNT OF BOND PREMIUM DEFERRED = \$ \_\_\_\_\_

**3. METHOD AND SCHEDULE OF PAYMENTS:**

A) Number of Monthly/Weekly/Daily Payments = \_\_\_\_\_

B) Amount of each payment = \_\_\_\_\_

C) Due Date of Each Payment = \_\_\_\_\_

D) TOTAL PATMENTS = \_\_\_\_\_

DO NOT SIGN THIS MEMORANDUM OF AGREEMENT BEFORE YOU READ IT. UPON REQUEST, YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. ANY SUBSEQUENT MODIFICATIONS OF THIS AGREEMENT MUST BE IN WRITING, SIGNED, DATED, AND KEPT ON FILE BY THE SURETY, WITH A COPY PROVIDED TO THE PRINCIPLE, UPON REQUEST.

\* This \_\_\_\_\_ day of \_\_\_\_\_, 2020

\* \_\_\_\_\_  
Name of Principal

\*Address: \_\_\_\_\_  
\_\_\_\_\_

PROMISSORY NOTE & INSTALLMENT PAYMENT PLAN FOR UNPAID PREMIUM

\$ \_\_\_\_\_

Date: \_\_\_\_\_

Power No. \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

1. FOR VALUE RECEIVED, I (WE), the undersigned Debtor(s), jointly and severally (together and separately), promise to pay the order of \_\_\_\_\_ ("Bail Producer") the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) owed for the bail bond ("Bond") of \_\_\_\_\_ ("Defendant") \_\_\_\_\_ (Indemnitor) at the address shown above or at such other place as Bail Producer may from time to time designate in writing according to the following payment plan:

Premium paid \$ \_\_\_\_\_ Remaining Balance \$ \_\_\_\_\_

Table with 4 columns: Payment #, Amount of Payment \$, Due:, Payment #, Amount of Payment \$, Due:.

2. The entire amount of the then outstanding balance under this note shall become due and payable immediately under any one or more of the following events: (I) upon Defendant's failure to appear in the court of which the Bond was posted at any time required by such court; (ii) upon forfeiture of the Bond; or (iii) if any payment is not received by the Bail Producer with ten days following its due date or is returned for insufficient funds, stopped or refused for any reason upon presentment to a financial institution.

3. I (we), jointly and severally (together and separately), hereby waive presentment, posted and demand, notice of protest, dishonor and nonpayment of this note, and expressly agree that, without in any way affecting way affecting my (our) liability under this note, Bail Producer may (i) extend the due date or the time of payment of any payment due payment due under this note, (ii) accept security or partial payments, (iii) release any guarantee of this note and (iv) release and security now or later securing this note. The failure of the Bail Producer to enforce any provision of this note, or declare a default under this note, shall not be construed as a waiver or modification of the terms of this note, and shall not impair the right of the Bail Producer to declare a default or to strictly enforce the terms of this note.

4. All obligations under this note remain in full force and are not terminated, modified, or otherwise affected: (I) by the revocation of the Bond; (ii) by any change in the status of the Bond or the surety's liability under the Bond; (iii) by any change in the status of court proceedings for which the Bond was posted; or (iv) by any change in whereabouts or status of the Defendant. This note shall become null and void only if all premium amounts and obligations under the Bond have been paid or satisfied, and otherwise, this note shall remain in full force and effect.

5. If any portion of this note or any application of such provision shall be declared by a court or competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceable shall not affect any other applications of such provision or the remaining provisions which shall, to the fullest extent, remain in full force and effect. Any amendment or modification of this note must be in writing and signed by both Bail Producer and me (us).

6. I (we) agree to all terms and conditions of this note and acknowledge receipt of a copy of this note. I (we) also agree to pay all collection cost including, without limitation, court costs, reasonable and actual attorneys' fee and expenses, and other fees permitted by applicable law.

Witness(es):

Debtor(s):

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

STATE OF \_\_\_\_\_

Print Name \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

My Commission Expire: \_\_\_\_\_

\_\_\_\_\_

*Rodgers*  
**BAIL BONDING**

301 North Chester St. Gastonia, NC 28052  
980-888-4113  
980-888-4052

**CREDIT CARD AUTHORIZATION FORM**

I, \_\_\_\_\_, authorize Micholas Rodgers of Rodgers Bail Bonding and Surety to debit my credit/debit card for \$ \_\_\_\_\_. One time/weekly/bi-weekly/monthly(circle one).

This charge reflects the payment for services rendered by Micholas Rodgers. My credit card information is outlined below:

Name on Card \_\_\_\_\_

Billing address of Credit/Debit Card \_\_\_\_\_  
\_\_\_\_\_

Mastercard or Visa (Please circle correct card type)

Credit/Debit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Security Code (Found on back of Card) \_\_\_\_\_

Signature of Authorized Card Holder \_\_\_\_\_

Today's Date \_\_\_\_\_

Please fill out above information completely. You can fax/scan this page and email it to:

[crodersbailbonding@gmail.com](mailto:crodersbailbonding@gmail.com) attention Chyncia Rodgers. Please mail original copy to 301 North Chester St. Gastonia, NC 28052. Any questions, please call 980-888-4113

Thank you for your patronage,

Micholas Rodgers