

MASTER BAIL BOND AND INDEMNITY AGREEMENT

The undersigned _____ hereinafter referred to as Defendant and _____ hereinafter referred to as indemnitor or indemnitors, collectively the parties, who are jointly and severally liable for all obligations herein, in consideration of Good Guys Bail bonds, Inc, hereinafter referred to as Surety, having caused to be executed on behalf of the Defendant in the District or municipal court of _____ in the state of Oklahoma, Case Number _____ Bail Bonds In the amount of \$ _____ hereby agree as follows:

Scope. This Agreement governs every bail bond written by the Surety for the Defendant, including any bond written after the date of this Agreement, unless otherwise limited in a separate writing signed by the Surety. Liability under this Agreement applies to each bond regardless of the outcome of any case and survives surrender, revocation, exoneration, or dismissal until all obligations, fees, and expenses are fully satisfied.

Purpose. The Surety agrees to post bail for the Defendant in the amount set by the court in exchange for the promises, obligations, and conditions set forth herein.

Premium. To pay Surety the sum of \$ _____ as premium for the first year or fraction of any part thereof. The bail bond premium is fully earned upon execution of this Agreement and the Defendant's release from custody and is nonrefundable except where required by law. If the bond remains in force for more than twelve (12) months, an additional annual premium equal to the original premium shall be immediately due and payable in advance for each year or portion thereof until the bond is exonerated, and such additional premium shall not be prorated for partial years. If the bond amount is increased by the court, the Defendant and/or Indemnitor(s) shall immediately pay any additional premium due. No oral statements by any agent shall alter these terms. If the premium, costs, or any other obligation under this Agreement is not paid in full at the time of execution, the Defendant and Indemnitor(s) agree to enter into and comply with a Payment Plan Agreement, attached hereto as Exhibit A, which shall be expressly incorporated into and made a part of this Agreement, and any default under that plan shall constitute a breach of this Agreement.

Collateral. Except for Premium or other fees stated herein, any money, property, or instrument provided to the Surety or its agents at any time, including payments made to satisfy or reduce a bond forfeiture, shall be deemed collateral securing all obligations under this Agreement and any related Promissory Note or bond for the Defendant. Collateral is subject to all terms herein, may be applied at the Surety's sole discretion to any obligation owed, and may be retained until all such obligations are fully satisfied. Substitution requires the Surety's written consent. Return of collateral shall not be construed as a refund of premium except as required by 59 O.S. § 1310. Any funds paid to the court to satisfy or reduce a bond forfeiture shall remain pledged as collateral for all obligations under this Agreement, and if such funds are returned to the Surety in whole or in part by remittitur or other court order, they shall continue to be held and applied as collateral until all obligations to the Surety are fully satisfied.

Right to Investigate and Monitor. The Surety is authorized to investigate, monitor, track, and obtain information concerning the Defendant or any Indemnitor from public and private sources, including criminal history, court filings, credit and consumer reports, motor vehicle and licensing records, employment and residence records, and electronic or photographic verification. The Defendant consents to reasonable check ins, location verification, and electronic or GPS monitoring as directed by the Surety and waives any claim of privacy or intrusion for activities reasonably undertaken to supervise or enforce bond conditions.

Defendant Obligations. The Defendant shall appear at all court proceedings as required, immediately notify the Surety of any change in residential address, telephone number, or employment, comply with all applicable laws and court orders and any conditions imposed by the Surety, remain within the jurisdiction of the state of Oklahoma unless authorization to depart is obtained from the Surety, and fully cooperate with the Surety and its agents if surrender is required including granting immediate and peaceful access to premises for the purpose of locating and taking the Defendant into custody.

Indemnitor Obligations. Each Indemnitor shall ensure the Defendant's appearance and compliance, immediately notify the Surety of any change in the Defendant's or Indemnitor's residential address, telephone number, or employment, be jointly and severally liable for all obligations including premium, costs, expenses, and forfeitures, indemnify and hold the Surety harmless from any loss, cost, or liability arising from the issuance or enforcement of the bond, comply with the Surety's directions and conditions, and fully cooperate with the Surety and its agents in any surrender including providing immediate and peaceful access to premises to locate and take the Defendant into custody.

Breach of Agreement. A breach occurs upon any violation of the obligations herein by the Defendant or any Indemnitor, any failure to appear, any new criminal arrest, any false or misleading information provided to the Surety, any revocation, increase, or modification of the bond by the court, any condition or circumstance that in the Surety's discretion materially increases risk of loss, or any failure to check in as directed. Upon breach, the Surety may revoke the bond, surrender the Defendant, and recover all associated costs, fees, and expenses from the Defendant and Indemnitor.

Fees and Costs. The Indemnitor agrees to pay all costs incurred by the Surety in enforcing this Agreement, including recovery fees with a stated minimum of \$500, administrative fees calculated at seventy five dollars per hour unless otherwise stated, investigative surveillance, travel and lodging expenses, process service, filing fees, court costs, and reasonable attorney fees which the Parties agree are recoverable without statutory cap and are presumed reasonable unless proven otherwise by clear and convincing evidence. These obligations survive exoneration and apply to every bond written for the Defendant.

Collateral Conditions. Collateral may be required to secure this bond and may be retained until all obligations for any bond for the Defendant are fully discharged. Substitution requires the Surety's written approval. Waiver of exemptions is addressed below.

Statutory Reference. This Agreement incorporates and shall be interpreted in accordance with Title 59 Oklahoma Statutes section 1301 and following and Title 22 Oklahoma Statutes section 1101 and following. In the event of a conflict between this Agreement and applicable law, the statute controls to the extent of the conflict without impairing the remainder.

Exclusive Venue, Jurisdiction, and Service. The parties agree that any dispute, claim, or legal action arising out of or relating to this Agreement shall be brought exclusively in the District Court of Canadian County, Oklahoma. The Defendant, Indemnitor, and any other party expressly consent to the personal jurisdiction of said court, waive any objection based on inconvenient forum or lack of jurisdiction, and agree that service of process may be made by certified mail to the last known address on file, with such service deemed effective upon mailing.

Miscellaneous. This Agreement binds the Parties and their heirs, successors, and assigns. Any waiver by the Surety must be in writing and a failure to enforce any term is not a waiver. If any provision is invalid the remainder is enforceable. This Agreement is the entire understanding and supersedes prior agreements. This Agreement may be signed in counterparts and executed electronically under applicable electronic signature laws. The Defendant expressly waives any statutory notice period prior to surrender to the extent permitted by law and acknowledges that agents act for the Surety in all actions taken under this Agreement.

Waivers and Acknowledgments. To the fullest extent permitted by law, the Defendant and each Indemnitor waive any statutory exemptions including homestead and personal property exemptions with respect to collateral pledged in connection with this Agreement. The Parties acknowledge and agree that the Surety's agents act with full authority of the Surety in underwriting, monitoring, surrender, recovery, and collateral enforcement.

Promissory Note. For value received, the undersigned jointly and severally promise to pay to Good Guys Bail Bonds, upon demand, the full penal sum of \$_____ in the event of bond forfeiture, together with all other sums due under the Master Bail Bond Agreement, including but not limited to unpaid premiums, annual renewal premiums, court costs, recovery expenses, attorney fees, and administrative charges. Interest shall accrue at 20% per annum on any unpaid balance from the date of default. The undersigned waive demand, presentment, protest, and notice of dishonor, and agree that this obligation is cumulative and in addition to any other remedies available to the Surety.

By signing below, whether by hand or by applying an electronic signature in compliance with the Electronic Signatures in Global and National Commerce Act (ESIGN) and any applicable state electronic transactions law, the Parties agree to be bound by all terms and conditions of this Agreement as if executed in original ink.

IN WITNESS WHEREOF, THE PARTIES WHOSE NAMES ARE SUBSCRIBED TO THIS AGREEMENT EXECUTED HEREIN WITH EACH REPRESENTS; I HAVE READ THIS AGREEMENT AND KNOW THE CONTENTS THEREOF AND HAVING RECEIVED A COPY OF THIS AGREEMENT, DO SET MY HAND

THIS _____ DAY OF, _____, 20_____

INDEMNITOR: _____

DEFENDANT : _____

INDEMNITOR: _____

INDEMNITOR : _____

INDEMNITOR: _____

INDEMNITOR : _____

SURETY _____

WITNESS: _____

RARE CIRCUMSTANCES ADDENDUM

Purpose and Binding Effect. This Addendum is incorporated into and forms part of the Master Bail Bond Agreement between Good Guys Bail Bonds as Surety and the undersigned Defendant and Indemnitor. These terms supplement and do not limit the Surety's rights and remedies under the Agreement statutes or common law.

Additional Grounds for Revocation. In addition to all rights under the Agreement, the Surety may revoke the bond and surrender the Defendant if the Defendant violates the Agreement or this Addendum, fails to remain in regular contact, fails to check in as directed, fails to pay any premium when due, acquires new warrants, arrests, or protective orders, loses contact information, fails to have any new bonds posted by the same Surety while obligations under this Agreement remain, or if the Surety receives credible information that the Defendant may fail to appear or otherwise evade the judicial process.

Authorization to Enter Premises. The Defendant and Indemnitor authorize the Surety and its agents to enter any premises where the Defendant resides occupies or is reasonably believed to be located for the purpose of locating apprehending and surrendering the Defendant and the Defendant agrees to obtain consent from any third-party owner or occupant where the Defendant stays. Refusal or obstruction is a breach of this agreement.

Holds. The Defendant and Indemnitor acknowledge other cases warrants holds or detainers may exist and may prevent release even after this bond is posted. In the event that a hold exists, the undersigned agrees that the bond shall remain in full force for the purpose of facilitating the transfer or extradition of the Defendant to another jurisdiction, and regardless of whether or not the Defendant remains in custody on another hold no premium refund is due.

Extradition. The Defendant waives all rights under the Uniform Criminal Extradition Act, or any similar law of any state, and agrees to voluntarily return to Oklahoma if arrested elsewhere while on bond. The Surety may arrange for transport at its sole discretion, with all costs, fees, and expenses of transport to be borne by the Defendant and/or Indemnitor.

Rehabilitation and Inpatient Treatment. The Defendant shall not voluntarily enter any inpatient drug alcohol or mental health program or any residential rehabilitation facility without the Surety's prior written consent and any violation is a breach that permits immediate revocation.

New Premium After Exoneration. If a bond is exonerated for any reason and a new bond is sought for the same Defendant a new premium is immediately due before the Surety will post any later bond and the Surety has no obligation to rewrite.

Enhanced Monitoring and Condition Changes. The Surety may require additional reporting GPS monitoring at the expense of the defendant and Indemnitor, increased check ins, additional conditions or travel restrictions at any time where necessary in the Surety's discretion to protect its interests, the public, victims, witnesses, etc. and the Defendant and Indemnitor agree to comply upon notice.

Safety and Public Interest. The Surety may surrender the Defendant at the Surety's discretion to protect its interests, the public, victims, witnesses, etc. without liability for damages provided the Surety acts in good faith.

Medical or Mental Incapacity. If the Defendant becomes medically or mentally incapacitated in a way that increases risk of nonappearance or noncompliance the Surety may revoke and surrender without penalty, and all obligations remain due.

Binding Nature and No Waiver. Imposition or non-imposition of any condition in this Addendum does not waive other rights. This Addendum is enforceable with the same force as the Agreement and uses the same venue and law provisions.

By signing below, whether by hand or by applying an electronic signature in compliance with the Electronic Signatures in Global and National Commerce Act (ESIGN) and any applicable state electronic transactions law, the Parties agree to be bound by all terms and conditions of this Agreement as if executed in original ink.

HEREIN WITH EACH REPRESENTS; I HAVE READ THIS AGREEMENT AND KNOW THE CONTENTS THEREOF AND HAVING RECEIVED A COPY OF THIS AGREEMENT, DO SET MY HAND

THIS _____ DAY OF _____, 20_____

INDEMNITOR: _____

DEFENDANT : _____

INDEMNITOR: _____

INDEMNITOR: _____

HIPAA AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

Purpose

This Authorization permits release of medical mental health and related information to Good Guys Bail Bonds and its agents for evaluating enforcing and securing any bail bond obligation for the Defendant named below.

Authorization to Disclose

The undersigned authorizes and directs any physician, medical facility, clinic, or health care provider to release to the Surety, or its authorized representatives, any and all medical, mental health, psychiatric, counseling, rehabilitation, or treatment records, including diagnostic test results, prescriptions, admission and discharge records, and progress notes, immediately upon request, without further notice to or consent of the patient.

Recipients and Redisclosure

Records may be released to the Surety and its authorized employee's recovery agents' attorneys' investigators and assigns to any court of competent jurisdiction and to law enforcement agencies as necessary to enforce the bond. I expressly consent to redisclosure by the recipient for these purposes including as permitted by federal law regarding substance use records.

Duration and Future Bonds

This Authorization remains valid until final written exoneration of all bail obligations for the Defendant and automatically applies to any continuation reinstatement replacement or future bond written for the same Defendant without new signature.

Right to Revoke

I may revoke this Authorization only after the bond is fully exonerated in writing and until then I waive the right to revoke.

Verification and Copies

The Surety may make verification calls to confirm admissions appointments or discharge dates and may request records for past present and future treatment during the effective period. A photocopy scanned copy or facsimile of this Authorization is treated as an original.

Hold Harmless and Acknowledgment

I release and hold harmless any person or entity that discloses records in good faith reliance on this Authorization and I release the Surety and its agents for proper use of such information for bond related purposes. I understand I am not required to sign this Authorization.

By signing below, the patient expressly directs all covered entities and their agents to comply with this authorization as a lawful directive under 45 C.F.R. § 164.508 and applicable state law and acknowledges that refusal to honor this authorization may subject the covered entity to penalties under federal or state law.

SIGNED THIS _____ DAY OF _____, 20_____, BY

PRINTED NAME _____

DATE OF BIRTH _____

SIGNATURE _____

NOTARY: _____

EXPIRATION: _____

STAMP

COLLATERAL RECEIPT AND SECURITY AGREEMENT

Purpose and Scope. This Collateral Receipt and Security Agreement is between Good Guys Bail Bonds as Surety and the undersigned Defendant and or Indemnitor as Pledgor and secures all obligations of the Pledgor to the Surety under the Master Bail Bond Agreement any Promissory Note and any bond for the Defendant including premiums, forfeitures, legal fees, costs, interest, and enforcement expenses.

Collateral Description. The Pledgor deposits the following property as collateral:

Such collateral is subject to all terms of the Master Bail Bond Agreement and related security provisions.

Security Interest Perfection and Power of Attorney. The Pledgor grants the Surety a first priority security interest in the collateral and authorizes the Surety to file financing statements, mortgages deeds of trust assignments, or other lien instruments to perfect its interest. The Pledgor shall execute any additional documents required to perfect title or security and if the Pledgor fails to do so the Pledgor irrevocably appoints the Surety as attorney in fact to execute and record such instruments solely for that purpose.

Continuing Security and Survival. This Agreement secures all present and future obligations of the Pledgor to the Surety and survives surrender revocation or exoneration of any bail bond until all obligations are fully satisfied.

Use Retention and Strict Foreclosure Consent. Upon default the Surety may apply the collateral to any obligation, retain the collateral in satisfaction of the debt without public sale upon written notice of intent to retain sent to the last known address and no written objection received within ten calendar days or proceed with a public or private sale if objection is received. The Parties consent to strict foreclosure to the extent permitted by law. If collateral is retained its value is the fair market value determined by the Surety unless the Pledgor requests an independent appraisal in writing within the notice period at the Pledgor's expense in which case the appraised value will be used. Any deficiency remains due and application or retention is not an election of remedies.

Application of Collateral and Interest Appreciation Depreciation. Collateral may be applied to premium, forfeitures, legal fees, administrative costs, recovery expenses, interest under any Promissory Note, collateral maintenance fees, and any other amount owed. The Surety is not liable for loss, depreciation, or diminution in value, and any appreciation inures to the Surety until all obligations are fully satisfied. The Surety is not required to place cash collateral in an interest-bearing account, and if any interest is earned, it inures to the Surety and is applied to the obligations. Any collateral maintenance fees assessed for the handling, safeguarding, or storage of collateral may be deducted directly from cash collateral prior to return.

Substitution and Return. No substitution is permitted without the Surety's written consent. Collateral is returned only after full satisfaction of all obligations and discharge of the Surety from all liability and no return is a refund of premium. The Pledgor to the fullest extent permitted by law waives homestead and personal property exemptions with respect to pledged collateral.

Real Property Collateral. If collateral includes real property, the Pledgor shall execute any instrument necessary to perfect the Surety's interest including deeds of trust or mortgages and acknowledges that foreclosure or other enforcement may proceed upon default without further consent.

No Waiver. Failure of the Surety to exercise any right is not a waiver of any right.

By signing below, whether by hand or by applying an electronic signature in compliance with the Electronic Signatures in Global and National Commerce Act (ESIGN) and any applicable state electronic transactions law, the Parties agree to be bound by all terms and conditions of this Agreement as if executed in original ink.

HEREIN WITH EACH REPRESENTS; I HAVE READ THIS AGREEMENT AND KNOW THE CONTENTS THEREOF AND HAVING RECEIVED A COPY OF THIS AGREEMENT, DO SET MY HAND

THIS _____ **DAY OF** _____, 20____

INDEMNITOR: _____

DEFENDANT: _____

INDEMNITOR: _____

INDEMNITOR: _____

Surety: _____

Witness / Agent: _____

Exhibit A – Payment Plan Agreement

This Payment Plan Agreement (“Agreement”) is entered into by and between Good Guys Bail Bonds, Inc (“Surety”) and _____ (“Defendant”), along with _____ (“Indemnitor(s)”) and is incorporated into and made part of the Master/Indemnity Agreement.

1. **Payment Obligation.** The undersigned agree that the total amount owed to the Surety under the Master/Indemnity Agreement is \$ _____ (“Total Balance”), which is due in full immediately. As an accommodation, the Surety agrees to accept payments as follows:

-Payment Amount: \$ _____ per _____

-Due Date: On or before the _____ day of each _____ beginning _____ (start date)

Nature of Agreement. This Payment Plan is an accommodation only and does not limit or modify the Surety’s rights under the Master/Indemnity Agreement. All terms, conditions, rights, and remedies in the Master/Indemnity Agreement remain in full force and effect.

Default. The following constitute a default under this Agreement: Failure to make any payment in full on or before its due date, Returned, dishonored, or reversed payment for any reason, Failure to maintain valid contact information with the Surety, Revocation, surrender, or exoneration of the bond for any reason. Upon Default, the entire unpaid balance shall become immediately due and payable without further notice, the Surety may surrender the Defendant into custody without refund of any premium, the Surety may liquidate any pledged collateral without further notice except as required by law; and all remedies in the Master/Indemnity Agreement remain available.

Interest and Fees. Any unpaid balance shall accrue interest at the rate of 2.5% per month from the date of default until paid in full. A late fee of \$50 shall be assessed for each missed or late payment. Payments will be applied first to fees, then to interest, then to principal.

Collateral. Collateral pledged under the Master/Indemnity Agreement remains pledged until all balances, interest, and fees under this Agreement are paid in full, even if the bond is exonerated. If collateral is applied to satisfy a court-ordered forfeiture, it shall remain pledged until all amounts owed to the Surety are satisfied, including after any remission of forfeiture.

Waiver of Defenses. The undersigned waive any defense or claim that payment is not owed due to dismissal of the criminal case, bond exoneration, surrender, revocation, or any other reason.

Legal Remedies. The undersigned agree to pay all attorney’s fees, court costs, and collection expenses incurred in enforcing this Agreement. Jurisdiction and venue shall lie exclusively in Canadian Oklahoma.

Acknowledgment & Signature. By signing below, the undersigned acknowledge that they have read, understand, and agree to the terms of this Payment Plan Agreement, and that it is executed voluntarily without duress.

Defendant: _____ **Date:** _____

Indemnitor: _____ **Date:** _____

Indemnitor: _____ **Date:** _____

Surety/Bail Agent: _____ Date: _____