

Total Amount Collected at Time of Bond: \$ _____

Promissory Note Attached – Original Amount: \$ _____ Cont. Prom. Note Attached – Amount: \$ _____

1738 Bail Bonds by Kelly (816) 249-BAIL (2245)

Recovery Code: _____
1 = Agent
2 = Office
3 = Cosigner
4=Collateral
5=Recovery

Agent: _____ Referred how? _____ Attorney? _____

DEFENDANT First: _____ MI: _____ Last: _____ AKA: _____

Tattoos, Scars, Gold Teeth, Etc.: _____

DOB: _____ SSN: _____ DL # & State: _____

HT: _____ WT: _____ Race: _____ Sex: _____ Eyes: _____ Hair: _____ Maiden Name: _____

Address #1: _____ Apt#: _____ City: _____ State: _____ Zip: _____ Years: _____

Address #2: _____ Apt#: _____ City: _____ State: _____ Zip: _____ Years: _____

Home Phone: _____ Cell: _____ Alt: _____ Text Authorized? _____ (Initial)

Email Address: _____

Employer: _____ Address: _____ City: _____ State: _____ Shift: _____

Work Phone: _____ Supervisor: _____ Job Title: _____ Yrs on job: _____

Auto/Year/Color: _____ State: _____ Tag #: _____

Bank Name: _____ Account #: _____

P/O Name: _____ Phone: _____

Mother/Father: _____ Address: _____ City: _____ Phone: _____ Rel: _____

Significant Other: _____ Address: _____ City: _____ Phone: _____ Rel: _____

Ref: _____ Address: _____ City: _____ Phone: _____ Rel: _____

Ref: _____ Address: _____ City: _____ Phone: _____ Rel: _____

Ref: _____ Address: _____ City: _____ Phone: _____ Rel: _____

Children: _____ Name(s) of other parent: _____ Address: _____ City: _____

St: _____ Ph: _____ School: _____

CO-SIGNER First: _____ MI: _____ Last: _____ Relationship to Defendant: _____

DOB: _____ SSN: _____ HT: _____ WT: _____ Race: _____ Sex: _____

Address #1: _____ Apt #: _____ City: _____ State: _____ Zip: _____ Years: _____

Address #2: _____ Apt #: _____ City: _____ State: _____ Zip: _____ Years: _____

Home Phone: _____ Cell: _____ Pager: _____ Alt: _____

Email Address: _____

Employer: _____ Address: _____ City: _____ State: _____ Shift: _____

Work Phone: _____ Supervisor: _____ Title: _____ Years: _____ Monthly

Gross: \$ _____

Auto/Year/Color: _____ State: _____ Tag #: _____

Bank Name: _____ Account #: _____

Ref: _____ Address: _____ City: _____ Phone: _____ Rel: _____

Ref: _____ Address: _____ City: _____ Phone: _____ Rel: _____

APPEARANCE WAIVER – PLEA OF GUILTY

AND

REQUEST THAT CASE PROCEED IN ABSENCE OF DEFENDANT

I understand the nature of the offense with which I am charged, that I have the right to advice by a lawyer, right to trial by judge or jury, the right against self-incrimination, the right to cross-examine prosecution witnesses, the right to compel witnesses to appear, the right to trial de novo or review should I be found guilty of the above offense. I hereby knowingly and voluntarily consent and request to be tried in my absence, thus waiving the rights set forth herein. I further consent and agree that the surety retained to post bond herein may hire and appoint counsel to dispose of the offenses with which I have been charged and which are the subject of this Bond. I hereby request that the court and prosecutor waive the necessity of my appearance in court. Further, I understand that I may appear in court on the date set forth on the face of my Bond and request that the court withdraw my plea of guilty and proceed to trial. I also understand that the Department of Revenue State Licenses Bureau will be notified of all convictions involving driving violations, which may result in applicable points being assessed against my driver's license.

Offense(s) _____

Acknowledged and agreed _____ Date: _____

Print Name: _____

State of _____

County of _____

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person who executed this Appearance Waiver, and acknowledged that he/she executed the same as his/her free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal in my office in the County and State aforesaid, on the day and year first above written.

My Commission Expires: _____

Notary Public

BAIL AGREEMENT

*******THIS IS A LEGALLY BINDING CONTRACT, WAIVER OF RIGHTS, AND POWER OF ATTORNEY*******

IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE

This Bail Agreement is made between _____ (hereafter "Principal"), _____ (hereafter "Indemnitor") and 1738 Bail Bonds by Kelly (hereafter "Company").

WHEREAS Company, at the request of either Principal, Indemnitor or both has or is about to become Surety on an appearance bond for Principal in the sum of _____ dollars (\$ _____) by its certain bond executed on power of attorney number(s) _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Principal and Indemnitor jointly and severally agree:

1. To pay Company in advance of execution or renewal thereof \$ _____ per annum as a non-refundable premium for this Bail Bond. Premium shall be fully earned upon execution of Bail Bond by Company. Improper arrest, re-arrest or dismissal of charges against Principal shall not obligate Company to return any premium.
2. To present Principal before the court named on the bond at the time(s) therein fixed, and at any other times as may be ordered.
3. To reimburse Company for expenses incurred in the execution of Bail Bond or any renewal or substitution thereof, including without limitation:
 - Court Appearance Fee: \$100.00 per appearance
 - Set Aside Fee: \$25.00 per case number I understand and agree to these charges. _____
 - Recovery Fee: \$200.00 or %12 of total bond liability, (whichever is greater of)
 - Administration Fee \$100.00 per forfeiture I understand and agree to these charges. _____
 - Attorney Fee: \$250.00 minimum
4. Waive any claim of any type by themselves, any family members, invitees, third persons, heirs, assigns or any other person or entity to all limits allowed by law. Further, Indemnitor and Principal agree to notify any and all family members, guests, invitees and other persons present at any time at any of the addresses listed on this form or used by Indemnitor or Principal of the terms of this waiver and Bail Agreement, and that all said persons at said addresses waive any claims against Company, 1738 Bail Bonds, it's successors and/or assigns by their continued presence at said address.
5. At all times to indemnify and save harmless Company from and against any and all liability, demands, expenses, attorney's fees, debts, damages, and judgments arising out of or related to this Bail Agreement asserted by any party, organization, or entity without limitation.
6. Upon demand, to pay Company as collateral the amount of Bail Bond plus all associated costs whenever Company, as a result of judicial action, concealment of information or misrepresentation by either Indemnitor or Principal or any other act or omission material to hazard assumed, deems payment necessary.
7. To immediately pay Company the full amount of Bail Bond plus all associated costs upon entry of judgment arising from forfeiture of said Bond.
8. To aid Company in securing the release or exoneration of Company from all liability arising pursuant to this Agreement, including without limitation the surrender of Principal to law enforcement authorities should Company deem such action appropriate, regardless of whether said surrender occurs prior to Principal's court date.
9. To refrain from transferring right, title or interest in any real or personal property pledged by Principal or Defendant as security for this Bail Bond without prior written consent of Company.
10. That Company may withdraw at any time from its suretyship upon the Bail Bond, without any liability to any party or return of premium charged.
11. That Indemnitor's liability shall apply to all other bonds or undertakings issued by Company at Indemnitor's request.
12. That waiver by Company of any breach of the terms and conditions contained herein shall not constitute waiver of any subsequent breach.
13. That the terms of this Bail Agreement shall be construed in accordance with the laws of the State of Missouri, that any term contained herein which is held by a court with jurisdiction to be inconsistent with the laws of the State of Missouri shall be severable and the remainder of the terms shall be enforced with the same effect as though such severed terms were omitted, and that jurisdiction shall be limited to Clay County, Missouri or other county in Missouri at sole option of Company.
14. That the obligations of Indemnitor and Principal shall be binding upon Indemnitor's and Principal's heirs, successors, assigns devisees and representatives.
15. That this document shall provide Company, its agents and assigns with written authorization for other persons designated by Company to provide and release any and all such information to Company upon request, including without limitation financial information, credit reports, phone records, employment information, social security records, utility records, postal notifications, and health care records, and herewith waive any claim of privilege, and further release Company and providers of said information from any and all liability for releasing said information to Company.
16. That Company shall have control and jurisdiction of Principal during the term of the Bail Bond, and Company may surrender Principal at any time for any reason. The obligations hereunder are joint and several. Any amounts due pursuant to this Agreement shall bear interest at the maximum rate allowed by law. Indemnitor and Principal each warrant that the information provided herein is true and accurate. Indemnitor and Principal agree to notify Company of any change in provided information within twenty-four hours of said change. Failure to timely notify Company of said changes shall be reasonable cause for the early surrender of Principal. Principal hereby waives any right to privacy, whether express or implied, and grants authority and permission to Company and its agents to enter and search his/her home, business or other premises for the purpose of locating Principal, or to locate information that would lead to the whereabouts of Principal. Principal further agrees to release Company and its agents from any and all liability arising from said entry and search. Indemnitor hereby waives any right to privacy, whether express or implied, and grants authority and permission to Company and its agents to enter and search his/her home, business or other premises for the purpose of locating Principal, or to locate information that would lead to the whereabouts of Principal. Indemnitor further agrees to release Company and its agents from any and all liability arising from said entry and search.
17. That Company may assign, sell or otherwise transfer any amount due and owing under this Bail Agreement to third party.

IN WITNESS WHEREOF, both Indemnitor and Principal, whose names are subscribed to this Bail Agreement, represent that they each have read this Agreement, understand the contents hereof and agree to be bound by the terms contained herein.

Defendant (Principal) Signature: _____

Date: _____

Co-signer (Indemnitor) Signature: _____

Date: _____

CONTINGENCY PROMISSORY NOTE

On Demand after date, for value received, I/We jointly and severally promise to pay to the order of 1738 Bail Bonds by Kelly the principal sum of _____ DOLLARS (\$ _____), being payable in lawful money of the United States or its equivalent, to 1738 Bail Bonds by Kelly at P.O. Box 681209, Kansas City, MO, 64168. The maker and endorser of this note agrees to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and accordance with the terms set forth hereinabove. 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 and conditions associated with 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. This Note shall be construed in accordance with and enforced under the laws of the State of Missouri. THIS NOTE APPLIES SOLELY TO THE BAIL PREMIUM. NOTHING IN THIS NOTE SHALL BE CONTRUED TO, IN ANY WAY, LIMIT THE TERMS AND CONDITIONS SET FORTH IN THE BAIL AGREEMENT.

Acknowledged and agreed this _____ day of _____, 20____.

Signed: _____

Signed: _____

Printed: _____

Printed: _____

PROMISSORY NOTE

On Demand after date, for value received, I/We jointly and severally promise to pay to the order of 1738 Bail Bonds by Kelly the principal sum of _____ DOLLARS (\$ _____), being payable in lawful money of the United States or its equivalent, to 1738 Bail Bonds by Kelly, at P.O. Box 681209, Kansas City, MO, 64168, and to be payable on the dates and in the amounts below, to wit:

The maker and endorser of this note agrees to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs for making such collection. Each maker and endorser futher agrees jointly and severally to pay all costs of collection, including reasonable attorney fees in the event that the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof whether or not suit be brought. This Note carries an interest rate of TWELVE PERCENT (12%) per annum, due and payable in accordance with the terms set forth hereinabove. This Note shall be construed in accordance with and enforced under the laws of the State of Missouri.

Acknowledged and agreed this _____ day of _____, 20____.

Signed: _____

Signed: _____

Printed: _____

Printed: _____