

**Lightning Bail LLC**  
**STANDARD SURETY BAIL BOND AGREEMENT AND CONTRACT**  
**Authorization for release of information, promissory note, payment agreement,**  
**Waiver of extradition and privacy notice**  
**YOU ARE ASSUMING SPECIFIC OBLIGATIONS AND RESPONSIBILITY FOR**  
**PAYMENT. PLEASE READ VERY CAREFULLY BEFORE SIGNING**

Defendant Name: \_\_\_\_\_ Jail: \_\_\_\_\_

Bail Amount: \_\_\_\_\_ Power Number: \_\_\_\_\_

**This "Standard Surety Bail Bond Agreement and Contract" is entered into between Lightning Bail LLC, its insured underwriter, and the undersigned below. The undersigned agrees to the following:**

1. I understand and agree and enter into a contract with Lightning Bail LLC and their insured underwriter (also referred to as the Company) according to the following terms and conditions.
2. I understand and agree that at my request and upon my instance and based on the information provided on the Application for Bail, which it is agreed becomes a part of this contract, the Company has executed or will execute the bond described based on the security and indemnity provided.
3. I understand and agree that I will indemnify the Company and keep the Company indemnified at all times and save the Company harmless from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the company shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Company by reason of or in consequence of having executed such bond or undertaking in behalf of or at my instance and will pay over and make good to the company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and or adjudication against the Company by reason of the execution of this bond or undertaking and any other bonds or undertakings executed on behalf of me in this matter or at my instance and before the Company shall be required to pay thereunder.
4. I understand and agree that I am liable for all legal fees and disbursements, including reasonable attorney fees, and including all legal fees and disbursements that the Company may pay in any and all legal proceedings on this matter, including proceedings in which the Company may assert or defend its right to collect or to charge for any and all legal fees or disbursements incurred in earlier proceedings.
5. I understand and agree that I am responsible for and will immediately notify the Company of any demand or the giving of any notice, or the commencement of any proceeding or the fixing of any liability that the Company may be required to discharge by reason of the execution of this bond or undertaking.
6. I understand and agree that evidence of payment by the Company, in whatever form is available, including but not limited to vouchers, check stubs, invoices, receipts, bills, etc., in discharge of any liability incurred under or in connection with any bond or undertaking in this matter or in connection with any collateral so held, shall be conclusive as to the fact and amount of my liability herein.
7. I understand and agree that in the event that the Company executes any bond or undertaking with co-Sureties, or reinsures the bond or undertaking or any portion thereof or procures a bond or undertaking for that purpose, all of the terms and conditions of this contract shall apply and operate for the benefit of the Company, and the procured co-sureties and/or reinsurers as their respective interest may appear.
8. I understand and agree that the Company shall have the right at any time and without notice to me, to transfer and assign this agreement and/or any collateral pledged hereunder, to any, reinsurer, co-surety, surety or insurance company which may take over and assume, in whole or in part, the obligation of the Company under any such bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Company hereunder and the Company shall be relived and fully discharged for any liability or responsibility for said collateral under this contract.

Initial \_\_\_\_\_

9. I understand and agree that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any said bonds or undertakings, and it shall not be necessary for the Company to give notice of any fact or information coming into the Company's knowledge concerning or affecting its rights or liabilities under any such bond or undertaking, all such notice hereby being expressly waived; and that the Company may further secure and 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 or payment) if the Company shall deem the same advisable; and I understand and agree that all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss are my responsibility. Upon surrender of Defendant Company shall retain rights to all premiums collected and owed unless surrender is made without good cause.
10. I understand and agree that this contract, including the application and any other necessary documents such as liens, etc. shall be binding not only on me (individually, jointly or jointly and severally as the case applies), but also on my assigns, successors, heirs, executors, and administrators.
11. I understand and agree that the Company reserves to decline to issue that bond for which application is hereby made, and no claim shall be made against the Company in consequence of its failure to execute such bond, nor shall any claim be made if the bond if executed is not accepted by the courts on behalf of the defendant or by the defendant on his or her own behalf. I further understand that if executed and rejected, adjustments will be made to the premiums paid, returned or collectable such that the Company is without financial loss.
12. I understand and agree to pay any and all renewal premiums, surcharges, application fees, filing fees, etc. as allowed by law.
13. I understand and agree that the foregoing declarations made by me or the application or on any accompanying documents are made for the express purpose of inducing the Company to make this bond or bonds or other such undertaking applied for herein and with the intent and purpose that they be fully relied on, understanding that it is both illegal and a violation of this contract to make false, misleading or incomplete statements in order to procure a bond, and to that end, I warrant the truth and swear my statements and agree to advise the Company or any of its agents of any change (especially of address) within 48 hours after such change has occurred and further understand 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.
14. I understand and agree that the Company shall not first be obligated to proceed against the defendant on any such bond or undertaking before having recourse against me, and hereby expressly waive any benefit or law requiring the Company to make claim upon, proceed against or seek enforcement of its remedies against the defendant first, or prior to making claim upon, demand or enforcement of remedies on me.
15. I understand and agree that entering into this agreement shall not in any manner limit or abridge the rights of remedy of the Company or right to any subrogation, which the Company may have, acquire, exercise or enforce under this agreement or by law, and the Company shall have every right and remedy an individual surety acting without compensation would have, all such rights being cumulative and for the sole benefit of the Company and its successors and/or assigns.
16. I understand and agree that if any provisions of this agreement are found void or unenforceable by any court of competent jurisdiction under the laws of any place governing its construction or enforcement, this agreement shall not be voided or vitiated thereby, but rather shall be interpreted, construed and enforced as if the offending part were omitted.
17. I understand and agree that I am responsible for all charges for bonding services, and accept this responsibility, and that finance charges are computed on the unpaid balance on the 30th of each month at a rate of ten percent (10%) per annum, with a twenty percent (20%) late fee on all scheduled payments not received within five days of the due date.
18. I understand and agree that I am responsible for seeing that the defendant makes each and every appearance in court and any other time so ordered by the court until the defendant's case is over, and if a forfeiture or failure to appear should occur, I may be required to pay the face amount of the bond in addition to legal fees, courts costs, bounty hunting fees and any other fees due in the matter.

Initial \_\_\_\_\_

19. I understand and agree that if it becomes necessary to arrest and surrender the defendant, I am responsible for paying for investigation, location and apprehension time; this is billed at the rate of \$100.00 per hour per investigator plus expenses or 20% of the bond whichever is greater. Investigation costs will begin to accrue after a court forfeiture or when any signer requests the defendant be placed back into custody or when any condition exists that leads the Company to believe that the defendant has violated any condition of this contract or may not appear voluntarily in court. If no investigation costs have been incurred before the defendant voluntarily surrenders to the Company or at the jail facility of the court specified in the bail undertaking there will be no investigation costs charged. Court costs, if applicable, will be charged.
20. I understand and agree that if bail is forfeited by the court, I am responsible to pay court costs and an appearance fee for an employee of the Company to appear and reinstate or exonerate the bond (minimum fee of \$250.00).
21. I understand and agree that if I breach the bail agreement by any action, including non-payment of any sums due and payable, I am responsible for any collection costs, including reasonable attorney fees and court costs. Attorney fees are one third of the amount due, with a minimum fee of \$250.00. Attorney costs accrue upon submittal of the matter to an attorney for collection. The attorney may charge \$250.00 per hour for additional work on the matter. A minimum collection fee of \$250.00 will occur if any collection action is taken.
22. I understand and agree that no collateral may be released until all bonds posted on my behalf for the defendant have been exonerated or otherwise terminated and written notice from the court has been provided to the Company. I understand and agree that it is my responsibility to provide such notice.
23. I understand and agree that substitution of collateral or signers is done at the discretion of the Company, in writing, and that as of this signing, there are no agreements to substitute collateral or signers at a future date. If at any time a substitution of collateral or signers is made a change fee of \$500.00 will be assessed.
24. I understand and agree that it is my responsibility to request the return of any collateral provided and there may be a delay in the return of collateral so that the Company may research the disposition of the matter, verify the bail status and obtain verification of disposition. No collateral of any kind will be released until all sums due are paid. All collateral paid in cash will be refunded by check. All collateral held as real property will be released only upon payment of all lien recording fees and lien release fees. All collateral will be returned only to the person putting up such collateral and to no other persons. All collateral will be returned in person only. This process will be greatly accelerated if I assist in providing the appropriate documentation to the company, and if I do not understand and agree that the Company may charge reasonable fees for providing this service.
25. I understand and agree that this agreement along with other documents as necessary, constitutes the entire agreement I have with the Company to provide bail and that there are no other additional terms or exemptions either orally or in writing that limit my responsibility to the Company under this contract.
26. I understand, agree, and hereby swear that all of the statements made by me in this contract and the application for bail and the financial statement and any other accompanying documents are true and are intended to induce the Company to provide bail and will notify the Company within 48 hours of any changes, including but not limited to change of address or employment of either myself or the defendant, and that my failure to do so constitutes an irremediable breach of this agreement and subjects me to any and all of the remedies open to the Company including a demand for the face amount of the bond plus any and all other sums due.
27. I understand and agree that this obligation is joint and several, and that the Company may insist on having other signers for the issuance of the bond or undertaking, but I remain liable in full for face amount of the bond plus any and all other sums due, and my only option is to seek contribution from the other parties if any, but not against the Company.
28. I understand and agree that in the event of legal action arising out of this agreement that it shall be brought before a state or federal court in Las Vegas, Nevada, and I submit myself to that jurisdiction and forum.
29. I understand and agree that if I am the defendant in this matter, I will not leave the county in which this bond is executed or if a resident of another county, my county of residence for any reason, including employment, without first notifying and securing the permission of the Company or its authorized representative.

Initial \_\_\_\_\_

- 30.** I understand and agree that if I am the defendant in this matter, and if I do so leave, even with permission, that the Company has the right to forcibly return me to their jurisdiction and I explicitly waive any right of extradition under any state or federal law, or constitution.
- 31.** I understand and agree that if I am the defendant in this matter, I will abide by all laws and ordinances of whatever city, state or county I am in at that time, and if arrested or charged with other crimes or violations, including violation of probation or parole, the Company reserves the right to seek relief from liability from the appropriate court.
- 32.** I understand and agree that if I am the defendant in this matter, I am obligated to report to the bonding office within 48 hours of release from jail. I further understand and agree that any violation of any of the terms of this underlying agreement, including failure to pay the full amount owed or stay current with any agreed upon payment plan, by either the defendant or any cosigner or indemnifying party shall be cause for the immediate surrender of the defendant, without any liability for the return of any part of the premium.
- 33.** I understand and agree that I am responsible for those charges for all incidental services that are necessary to write and maintain the bond, or related to the termination of liability thereon. These include but are not limited to costs associated with background and credit checks, investigation costs and detective fees, the appraisal of real estate and fees for filing of liens, releases, etc.; costs connected with bond surrender or other necessary motions, petitions, or court related appearances or activities, including the cost of filing these with the court and paying for legal preparation and representation; costs connected with bounty hunting, including bounty hunting fees, and costs associated with locating, arresting, and transporting; as well as all other costs, fees, fines, payments, expenses, etc. reasonably necessary to the issuance, maintenance, or termination of this bond or absolution of liability thereon. If necessary, such payment shall include the face amount of the bond.
- 34.** I understand and agree that these charges are due and payable in full, in advance of the services being rendered, and that the bonding company, its employees, or its underwriter/surety have no obligation to perform these services prior to payment or to extend credit for payment. If however, in the opinion of the bonding company, its agents, its employees, or its underwriter/surety, the performance of these services become necessary to the issuance, maintenance, or termination of the bond, the bonding company reserves the exclusive right to perform these services and bill me.
- 35.** I understand and agree, that if not billed in advance, these charges are due and payable within seventy-two (72) hours, but in no event shall such payment exceed ten (10) days, and that payment is due regardless of the outcome, result, or disposition of the service, and I assume responsibility for payment of these charges, and I agree to be responsible for their payment.
- 36.** I understand and agree and realize, that should legal action be necessary to collect such charges, I will be liable for all legal expenses, including, but not limited to, court costs, attorneys fees in the amount of one-third of the judgment rendered, witness fees, garnishment and/or levy fees, etc., and all other reasonable and necessary legal expenses. I, also, waive further notice of and service of process, and authorize the bonding company, its agents, employees, or insurers to accept process for me. I, also, consent to all suits on this matter to be filed in Nevada, under the laws of the State of Nevada, and should it be necessary to enlist the aid of an attorney in a foreign jurisdiction to collect on any judgment taken, I agree to be responsible for those additional costs.
- 37.** By signing this agreement, I do hereby authorize the Company, its agents, owners, underwriters, hires, servants, representatives, employees, attorneys, collectors, or designates to conduct any and all background checks, whether from public, private, or governmental parties or agencies, including but not limited to, social security records; credit checks; driving, telephone, utility, medical, school, worker compensation or employment records; financial and criminal history reports or investigations; civil records or investigations, or any other such report, investigation, or search as they deem necessary to the issuance, maintenance, or termination of this bond or any collection efforts thereon, or in any way connected thereto. I further authorize the release of any and all records, papers, documents, evidence, or other such material, whether from public, private, or governmental parties or agencies as may be requested, including any background checks, credit checks, social security records; credit checks; driving, telephone, utility, medical, school, worker compensation or employment records criminal histories etc. to it or its agents, owners, underwriters, hires, servants, representatives, employees, attorneys, collectors, or designates. Additionally, I hereby waive any and all rights I have under under Title 28 Privacy Act-Freedom of Information Act, Title 6 Fair Credit Reporting Act, and such local, state, and federal law.

Initial\_\_\_\_\_

**38.** By signing this agreement, I authorize Company to act as my bail bondsman and as part of that agreement, they will be able to use location technologies if necessary through a third party (also referred to as the Agency) to locate my wireless device at any time during the period of my bail. The following privacy/terms and conditions are an integral part of this Agreement and bond(s) is conditioned upon full compliance by the principal of all said terms and conditions and is a part of said bonds and application therefore:

1. The Agency will use network-based location technologies to find principal solely at their discretion.
2. This addendum will service as the sole notice for the collection of location information for the principal until their bond liability is fully discharged.
3. The Agency will only retain location data while the bail bond is actively in force.
4. The Agency will only disclose location information to the courts as required by court order.
5. The Agency will be the only person with access to location information for a specific principal.
6. The principal WILL NOT have the option to OPT-OUT of location use during the period of bail.
7. All questions relating to location capability should be directed to the Agency.
8. Company to call mobile telephone number when principal application is completed to ensure accuracy of the phone number.
9. If an incorrect phone number is provided by the principal that would constitute a material false statement in the application and result in the Company having the right to apprehend arrest and surrender Defendant.
10. Furthermore, I hereby release and hold harmless all persons acting pursuant to this Agreement, including any and all persons authorized to release information concerning this Agreement.

**39.** Copies of this Agreement and any authorizations are to be considered as originals.

**40.** By signing this agreement, I state that I have read and understood it, and agree to be responsible for all charges for bonding services and authorize such services.

Initial \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
MOBILE NUMBER

**PROMISSORY NOTE**

\$ \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Date \_\_\_\_\_

ON DEMAND after date for value received, I promise to pay to the order of Lightning Bail LLC the sum of \_\_\_\_\_ Dollars with interest from date of payment after entry of Judgment on Bail Bond at the rate of 10 percent per annum, payable ON DEMAND, plus attorney fees at the rate of 40%, and court costs, and all other fees associated with collection.

Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should such default in payment of interest be made when due the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest are payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix for attorney fees, private investigation fees, court assessments, bail premiums, and all other fees and losses associated with this bond.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

**PRIVACY NOTICE**

We at Lightning Bail LLC are required to protect our customer’s nonpublic personal financial information. We collect your nonpublic personal financial information from the following sources: 1) Information obtained from you, including information from your application, such as name, address, telephone number, social security number, assets and income; 2) Information about transactions and experiences, such as your premium payment and claims history; 3) Information from a consumer reporting agency, such as your credit history. WE DO NOT DISCLOSE THE NONPUBLIC PERSONAL FINANCIAL INFORMATION OF OUR CUSTOMERS OR FORMER CLIENTS, EXCEPT AS PERMITTED OR REQUIRED BY LAW. WE RESERVE THE RIGHT, HOWEVER, TO CHANGE THIS POLICY AT ANY TIME. SHOULD THIS POLICY CHANGE, WE WILL GIVE AFFECTED CUSTOMERS AN OPPORTUNITY TO DIRECT THAT THEIR NONPUBLIC PERSONAL FINANCIAL INFORMATION NOT BE DISCLOSED. We maintain electronic, physical and procedural safeguards that comply with Federal regulations to protect your nonpublic personal financial information. We limit access to your nonpublic personal financial information to those employees.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

# Agreement For Financing Premium

This Agreement for Financing Premium is for the purpose of purchasing a Bail Bond in the State of Nevada from Lightning Bail LLC for Defendant, \_\_\_\_\_, on \_\_\_\_\_ (Date)

Total Sale Amount \$ \_\_\_\_\_

Less Amount Paid Down \$ \_\_\_\_\_

BALANCE DUE \$ \_\_\_\_\_

The undersigned promised to pay the Balance Due of \$ \_\_\_\_\_ in \_\_\_\_\_ Installments of \$ \_\_\_\_\_, every (check one)  week  two weeks  month with the first installment due \_\_\_\_\_ (first date).

The undersigned promised to pay a balloon payment \_\_\_\_\_ (amount) on \_\_\_\_\_ (date).

I have obtained a bail bond for the release of the above defendant and I promise to pay the Balance Due as prescribed above. I understand that if the bond is exonerated and/or liability discharged full payment of balance due must be made at that time. I understand that payment is due in full upon bond exonerated or discharge of liability. I further understand that full payment is due notwithstanding the installment payment schedule. I will be charged a twenty percent (20%) late charge on every payment not made within five (5) days of the agreed dates based on the scheduled payment amount. Should my account become over 30 days past due, a demand for full payment may be made at that time. I understand that I will be responsible for all legal/collection fees associated to my account.

All payments must be made to

~~Lightning Bail LLC~~ Lightning Bail LLC

629 South Casino Center Blvd Las Vegas, NV 89101

- 1) Do not sign this agreement before you have read it or if it contains any blank spaces.
- 2) You are entitled to a copy of this agreement which is complete.
- 3) I have read and agree with the above declarations.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
MOBILE NUMBER