

# **A-1 Bonding Company**

4801 Katy Freeway \* Houston, Texas 77007 \* Phone: (713)223-8377

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## **Terms and Conditions**

1. You **MUST** call this office between the hours of 8 AM and 8 PM **EACH TUESDAY**. Initials \_\_\_\_\_
2. You **MUST** notify us of any change in the following: ADDRESS-TELEPHONE-EMPLOYER-ATTORNEY.
3. You are not to leave Harris County, even temporarily, without our consent in advance.
4. Upon retaining an attorney, contact us immediately with his name, address and phone number.
5. If we call you or leave a message, **RETURN THE CALL IMMEDIATELY**.
6. Your bond fee is earned by the company and is non-refundable.
7. The company has the right to verify any and all information and to contact any references or relatives listed on your application.
8. Should you fail to fulfill any terms of this agreement or make any false statement concerning any and all information requested, either written or oral, the company may surrender you back into custody and you hereby give the company, or its agents, the right to enter your home, place of employment, or any other location where you may be found, for the purpose of rearrest. You hereby release the company, or its agents from any liability or damages for your rearrest in the event the terms of this agreement are violated. Should the company in connection with your apprehension pay any expenses, you and the indemintor(s) of your bond will be responsible for reimbursing the company.

\*\* If bonds made are municipal, Defendant agrees to return Court papers in person or by fax within 24 hours. x\_\_\_\_\_

**Court Date:**\_\_\_\_\_ **Time:**\_\_\_\_\_ **AM/PM** **Case#:**\_\_\_\_\_

**Court#:**\_\_\_\_\_ **Judge:**\_\_\_\_\_ **Address:**\_\_\_\_\_ **Flr**\_\_\_\_\_

I have read the above agreement and understand it fully. I have also been given a copy for my use.

**DEFENDANT:**\_\_\_\_\_ **INDEMINTOR**\_\_\_\_\_

### **THESE ARE THE LAWS IN REGARD TO VIOLATION OF A BAIL BOND**

#### Art. 22.01 Failure to Appear; Violation of a Bail Bond

1. Whoever, having been admitted bail for appearance before any Court of Record in this state, incurs a forfeiture of the bail and knowingly and willfully fails to surrender himself within 30 days following the date of such forfeiture, shall, if convicted of any offense, be fined not more than \$20,000.00 or imprisoned in the penitentiary for not more than 2 years, or both; of if the bond was given in connection with a charge of committing a misdemeanor, or for the appearance of a witness, be fined not more than \$500.00 or imprisoned in the county jail for not more than 1 year, or both.
2. Nothing in this article shall interfere with or prevent the exercise of the Court of its power to punish for contempt.

### **AUTHORITY FOR ARREST AND SURRENDER BY SURETY**

The Supreme Court of the United States, in the case Taylor v. Taintor 16 Wall, 366, used the following language, which has been quoted in the decisions ever since.

“(The Sureties)”. Whenever they choose to do so, may seize him and deliver him up in their discharge; and if this cannot be done at once, they may imprison him until it can be done. They may pursue him to another state; may arrest him on the Sabbath; and if necessary may break into his house for that purpose. The seizure is not made by virtue of new process. None is needed. It is likened to the rearrest by the Sheriff of an escaping prisoner.