

SURETY BAIL BOND APPLICATION & CONTRACT

DATE _____ 200

Power #(s) _____ Bond Costs _____ Amount paid _____
Amount DUE _____ Due by _____ IF AMOUNT DUE IS NOT PAID by date due bond will be REVOKED for Good Cause, _____ the Defendant ("Defendant") will be RETURNED TO JAIL, & Suit will be brought for amount due. If it is necessary to file suit to collect ay amount due and owing, **CHARLES PESOLA d/b/a MOONLIGHTING BAIL BONDS** shall be entitled to recovery of all attorney's fees and costs **MOONLIGHTING BAIL BONDS** incurs in bringing suit to collect the amounts due an owing, in addition to all other fees and amounts allowable under the laws of the State of Montana.

In consideration of the furnishing and obtaining bail bond(s) for _____ in the sum(s) of _____ (\$ _____) dollars from

MOONLIGHTING BAIL BONDS, the undersigned hereby undertake the following:

- (1) That the **Defendant WILL APPEAR AND ANSWER TO THE CHARGE(S)** **OF** _____ in the _____ Court(s) of _____ County(s), of Montana, and/or any change(s) that follows an amendment of the above stated charge(s) by the Court and/or the prosecutor upon which ___he has been admitted to bail in the sum(s) of _____ (\$ _____) Dollars;
- (2) that ___he will appear in whatever Court(s) it may be prosecuted, and will at all times hold ___self amenable to the orders and process of the Court(s),
- (3) and if convicted, will appear for judgment, and render ___self in execution thereof.

If ___he fails to perform either of these conditions, and/or if the Court(s) orders that the above- mentioned bail or any part thereof be forfeited, the undersigned will pay immediately to **MOONLIGHTING BAIL BONDS** any amount forfeited in lawful money of the United States at, P.O. Box 3122, Kalispell, MT. 59903 and also all attorney's incurred by **MOONLIGHTING BAIL BONDS** in making application to the Court(s) for an order to vacate or set aside the order of forfeiture or the judgment entered thereon, and/or any fees incurred by, **MOONLIGHTING BAIL BONDS** returning the Defendant to the custody of the Court(s), the above mentioned expenses including, but not limited to, the salaries of employees or agents during the time spent apprehending or endeavoring to apprehend the Defendant. **MOONLIGHTING BAIL BONDS** has the sole to seek out and attempt to apprehend the Defendant in case of flight or to have Co-signer pay such forfeiture as may be demanded by the Court(s), and all associated costs as set forth above. The undersigned further agrees that an itemized statement from **MOONLIGHTING BAIL BONDS**, outlining the above-described expenses, costs, and attorney's fees shall be accepted as prima facie evidence of the fact and extent of such expenses in any and all suits hereunder. All monies paid or expended by **MOONLIGHTING BAIL BONDS** and its sureties because of forfeiture of bail or expenses as designated above shall bear interest at the maximum legal rate, until fully paid.

For value received, each and every party signing and/or endorsing this note waives presentment, demand, protest, and notice of non-payment thereof, and binds himself /herself as principal, not as surety, and promises to pay all costs of collection including **all 3rd party collection fees**, in case payment shall not be made at maturity. Furthermore, each and every party and or endorsing this note promises, in case suit is instituted to collect the same or any portion thereof, to pay such additional sum as the Court may adjudge reasonable, as attorney's fees in such suit, along with all costs of suit. Furthermore, each and every party signing and or endorsing this note agrees that the proper venue in any suit instituted to collect any payment due under the terms of this note shall be Flathead County, Montana, and that the Courts of Flathead County, Montana shall have proper jurisdiction. Furthermore, the terms of this note shall be construed according to the laws of the State of Montana, there of the venue of said suit may be laid in Flathead County, Montana.

Defendant also agrees that at any time this bond is in effect, **MOONLIGHTING BAIL BONDS** has the right to revoke said bond, for Good Cause. Such right of revocation is at the sole discretion of your bondsman, and failure to promptly exercise said right shall not be deemed a waiver of said right.

The undersigned each agree and understand that the premium for this Bond is NOT refundable, at any time. If the defendant misses any Court appearances the undersigned will be charged \$100.00, plus \$75.00 per hour for time, and all expenses incurred by MOONLIGHTING BAIL BONDS and its employees, in addition to all expenses and/or liabilities incurred by MOONLIGHTING BAIL BONDS as a result of Defendant missing said Court appearance .

X _____ SS# _____ DOB _____
Co-signer

X _____ SS# _____ DOB _____
Co-signer

X _____ SS# _____ DOB _____
Defendant

SURETY BAIL BOND APPLICATION / CONTRACT Power # _____ Date

Defendant _____ Address _____ Ph# _____

Job _____ Address _____ Ph# _____

Wif/Hub _____ Address _____ Ph# _____

Rel _____ Address _____ Ph# _____

Friend _____ Address _____ Ph# _____

Make/Type Auto _____ Whose Name _____

Drv.Lic.# _____ Lic Plat# _____ DOB _____

SS# _____ Height ___ Weight ___ Eyes ___ Hair ___ Where Born _____

I have had explained/or read, and understand the terms and conditions of **Moonlighting Bail Bonds** executing the above listed surety Bail bond(s) on my behalf:

1. **Moonlighting Bail Bonds** shall have control and jurisdiction over me during the term for which my bail bond(s) is executed and shall have the right to apprehend and surrender me to the proper officials at any time for violation of my bail bond(s) obligations to the Court and **Moonlighting Bail Bonds** as provided by law.

2. It is understood and agreed that any one of the following actions by me shall constitute a breach of my obligations to **Moonlighting Bail Bonds** and/or its Agent(s) shall have the right to forthwith apprehend and surrender me in exoneration of my bail bond(s)

- A. If I depart the jurisdiction of the Court without written consent of the Court and **Moonlighting Bail Bonds** and/or its Agent(s).
- B. If I shall move from one address to another or change my phone number without notifying **Moonlighting Bail Bonds** and/or it's Agent(s)
- C. If I commit any act which shall constitute reasonable evidence of my intention to cause a forfeiture of my bail bond(s).
- D. If I have any violation of the law.
- E. If I make any material false statement in my Bail Bond Application and Contract verbal or written with **Your Bondsman**.

3. If I depart the jurisdiction of the Court wherein my bail bond(s) is posted by **Moonlighting Bail Bonds** for any reason, and I am captured by **Moonlighting Bail Bonds** and/or it's Agents, or any law enforcement agency, in a State other than the one in which my bail bond(s) is posted, I hereby agree to **Voluntarily** return to the State of original jurisdiction, and I hereby **Waive Extradition** proceedings and further consent to the application of such reasonable force as may be necessary to effect such return.

4. I agree to Moonlighting And or Its Agents to search any structure I have control over without further consent and without option to opt out at anytime. I understand that further criminal activity may be reported to Law enforcement, and constitutes a violation of my bond, subjecting me to revocation.

*** Note** the premium for this Bond is **NOT** refundable. Defendant also agrees that at ANY TIME this bond is in effect, **Moonlighting Bail Bonds has the right to revoke said Bond, for Good Cause, including but not limited to as listed above.**

Co-Signer: _____ Address _____ Ph# _____

Job _____ Address _____ Ph# _____

S.S. # _____ D.O.B. _____

Co-Signer: _____ Address _____ Ph# _____

Job _____ Address _____ Ph# _____

S.S. # _____ D.O.B. _____

I, the co-signer on the BAIL BOND understand that I am liable to pay the amount of the bond costs, plus if there is a forfeiture on this bond, the full amount of the bond, all expenses, and this is the same as a note to be paid.

CONFIDENTIAL LOCATION ADDENDUM FOR BAIL BOND:

I / we the undersigned, do hereby agree that Pesola Inc. (Agency), will act as Principal's bail bond and as part of that agreement, they will be able to use technologies to locate my wireless device at any time during the period of Principal's bail.

The following privacy/terms and conditions are an integral part of this addendum 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 me solely at their discretion
- 2. This addendum will service as the sole notice for the collection of location information for me until the Principal's 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 me.
- 6. I 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.

Name _____ Address _____

Mobile Telephone Number (s) _____ Smart Phone: YES NO

1. AGENCY to call mobile telephone number when application is completed to ensure accuracy of the phone number.

2. If an incorrect phone number is provided by me that would constitute a material false statement in the application and result in the agency having the right to legal remedies

I / we hereby waive any and all rights I may have under Title 29 Privacy Act - Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize **Moonlighting Bail Bonds**, and/or it's Agent, to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental (Local, State, Federal), including but not limited to Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, workers compensation records, employment records, welfare records. I authorize with reservation any party or agency, private or governmental (Local, State, Federal), contacted by **Moonlighting Bail Bonds**, and/or it's Agent, to furnish any and all private and public information and records in their possession concerning me to **Moonlighting Bail Bonds**, and/or it's Agent.

I agree that I will pay All Costs associated with my failure to appear at any court date, including collections, judgments and fees assessed by the Agency.

DEFENDANT: X

Co-Signer: _____ Co-Signer: _____