



# Appearance or Recognizance Bail Bond Application and Agreement Form:

Date:	Bond Number:	Bond Amount:	Bond Type:	
Agent:	Case Number:	Booking #:		
Charges:				
Appearance Date:	Time:	Room:	Judge:	
Collateral Retained:	Type:	Date Due:		
How did you here about us?				
<b>Defendants Information</b>				
First Name:	Middle:	Last:	Phone:	
Current address :				
City:	State:	ZIP Code:		
Own <input type="checkbox"/> Rent <input type="checkbox"/>	How long?	Landlord Name:	Phone:	
Weight:	Height:	Eyes:	Hair:	Identifying marks:
DOB:	POB:	SSN:	Race:	
Alias/Nickname	DL #:	Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>		
Previous Address:	City:	State:	Zip Code:	
Own <input type="checkbox"/> Rent <input type="checkbox"/>	How long?	Landlord Name:	Phone:	
Attorney:	Address:	Phone:		
Auto Yr:	Make:	Model:	Color:	LIC. Plate:
Last Arrest Date:	Bonded by:			
Occupation:	Current Employer:			
Phone:	Annual Income:	Supervisor:		
Employer address:				
City:	State:	ZIP Code:	How long?	
<b>Defendant References</b>				
Name:	Address:	Phone:		
1)				
2)				
3)				
<b>Signature of Defendant:</b>		<b>Date:</b>		
<b>Co-Signer Information</b>				
Name:			RELATION:	
SSN:	Phone:			
Date of birth:	DL#			
Current address:	State:	ZIP Code:		
City:	Monthly payment or rent:	How long?		
Own Rent (Please circle)				
Spouse Name:				
Current employer:	How long?			
Employer address:	Supervisor:	Fax:		
Phone:	State:	ZIP Code:		
City:	Hourly Salary (Please	Annual income:		
Position:	Address:	Phone:		
Name:				
1)				
2)				
3)				
<b>Signature of Co-Signer:</b>		<b>Date:</b>		



# DEMAND PROMISSORY NOTE

\$ \_\_\_\_\_ Date: \_\_\_\_\_

On forfeiture of bond for \_\_\_\_\_ \$ \_\_\_\_\_ Dollars, for value received I, We, or either  
(Defendant)

of us, jointly and severally, promise to pay to the order of **New Mexico Bonding 721 5<sup>th</sup> st nw Albuquerque, NM 87102** the sum of \$ \_\_\_\_\_ Dollars in lawful Current Money of the United States of America, with interest from date at the rate of 21 percent annum until paid, payable on demand \_\_\_\_\_ 5 Days \_\_\_\_\_ In like Lawful Current Money, and if not paid as it becomes due, to be added to the principal and become a part thereof and to bear interest at the same rate.

\_\_\_\_\_  
(Co-Signer)

\_\_\_\_\_  
(Defendant)

## AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize any officer of NM BONDING, bearing this release, or any copy thereof, within eight years of its date, to obtain any information in the files of the department of Human Services, The Social Security Administration, SSI, Postal Service records, Telephone records from local and long distance carriers, employment records including, but not limited to academic achievement, attendance, athletic, personal history, medical records, credit records, credit history, rental office, pawn shop and any other record normally covered by the Freedom of Information Act. I hereby direct you to release such information upon request of the bearer of this sheet. This release is executed with full knowledge and understanding that this information is for the official use of NM BONDING. Consent is granted for NM BONDING to furnish such information as is described to third parties in the course of fulfilling its official responsibilities.

I hereby release you, as custodian of such records, and any school, college, university, medical or other repository medical records, credit bureau, lending agencies, consumer reporting agencies, retail establishments, including it's officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information or any attempt to comply with it.

I waive any and all rights to privacy granted by, but not limited to, the 1989 Right to Privacy Act, the Fair Credit Reporting Act, or any and all legislation be if federal, state, or local.

\_\_\_\_\_  
(Co-Signer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Defendant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Date of Birth)

I agree to check in weekly in the following manner:

X  By **PHONE** at **(505) 243-5245** beginning on: \_\_\_\_\_ (Between 9am-5pm)

I further understand that if I fail to check in as per this agreement, **NEW MEXICO BONDING** will have no choice but to assume that I do not intend to fulfill my obligations to them as a person being out on bond. They will therefore go off my bond, **have me arrested and placed back in jail.**

\_\_\_\_\_  
(Defendant)

\_\_\_\_\_  
(Date)

**I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO KNOW MY OWN COURT DATES**

### FOR COURT DATE INFORMATION

**METRO (505) 841-8151/ DISTRICT (505) 841-7542**



**BOND AMOUNT \$** \_\_\_\_\_ **PREMIUM \$** \_\_\_\_\_

**I understand in signing this bond for obtaining the release of** \_\_\_\_\_  
(Defendant)

I am responsible for him/her appearing in Court each time he/she is so ordered; also I understand I am responsible for payment of any court costs for non-appearance if he/she fails to follow any and all instructions or orders of the Court or forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court, I understand I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such a forfeiture occurs and defendant is not surrendered to the Court within time prescribed by law, I understand I am required to pay the **FULL AMOUNT** of the bond posted, including any unpaid bail premium.

**COLLATERAL cannot be returned until such time as the Company receives written notice from the Clerk of the Court.**

**I affirm that I am not a paid signer. I have no connection with any Bail Bond Agency or Company and I am not a Bail Bond Consultant.**

**I further understand that even if the defendant is not released due to a detainer (HOLD) or for any other reason the Bail Bond Premiums is fully earned and non-refundable once the Bond is posted with the Clerk or Commissioner of Courts.**

**I have read the above contract and understand it. And agree to fulfill ALL the provisions therein.**

\_\_\_\_\_  
(Co-Signer)

\_\_\_\_\_  
(Defendant)

\_\_\_\_\_  
(Co-Signer Printed Name)

\_\_\_\_\_  
(Defendant Printed Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Company Signature)

**FOR DEFENDANT ONLY COURT RULING**

When bail is given, the principal is regarded as delivered to the custody of his sureties (bondsman). Their dominion is a continuance of the original imprisonment. Whenever they choose to do so, they may seize him/her and deliver him/her up in their discharge and if this cannot be done at once, they may imprison him/her until it can be done. They may exercise their rights in person or by an agent. They may pursue him/her into another state, may arrest on the Sabbath, and if necessary, may break and enter his/her house for that purpose. The seizure is not made by virtue of any new process, none is needed. It is likened to the re-arrest by the sheriff of an escaping prisoner. (1972 Supreme Court decision in favor of Prather and Rivkin)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PLEASE READ CAREFULLY**

**Your bail agent has the right to return you to jail for any reason and you may be liable for the expense of doing so if there are any violations of our contracts and/or the law. You are being bailed out of jail on some very specific conditions. Violations of the bail conditions imposed by the Court or by your bail agent may result in re-arrest by the bail agent or someone of our appointment.**

Below are frequent violations of the bail contract. Additional conditions may apply to your bail. A violation of any of the conditions of your bail subjects you to re-arrest. Remember, we are available 24 hours!

1. Change of address or telephone number must be reports to us within forty-eight (48) hours.
2. Prior to leaving the state, permission must be granted by your bail agent and the Court.
3. If a new court date is scheduled, for any reason, you must contact us within five (5) days.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**WAIVER OF EXTRADITION**

I, \_\_\_\_\_ of my own free will and accord do hereby voluntarily agree and consent to return to the state of New Mexico as a prisoner, to answer to the criminal charge of \_\_\_\_\_ now pending against me.

I hereby waive all rights to contest extradition before any Court of competent jurisdiction or otherwise and consent to accompany Denise Johnson, dba NM Bonding or his/her agent, or any authorized representative of the State of New Mexico, as a prisoner and herby release said representative from any and all liability by reason thereof.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

