



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: _____