

All City

BAIL BONDS

206-622-9999

After filling out and signing all paperwork please fax it back, and include a photocopy of your current drivers license/ID and the credit card used to secure the bond. If you have any questions please call 206-622-9999. Fax all documents to 206-382-1783.

Page 1-(**Indemnity Agreement for Surety Bail Bond**) Sign and date the bottom right hand side.

Page 2-(**Application For Bail**) Please fill out as much information about the defendant as possible. Below, where it says Indemnitor (which is you), complete from left to right, then sign on the bottom right hand side.

Page 3-(**Indemnitor/Guarantor Checklist**) Initial 1-17 along the left side and sign, print and initial on bottom left.

Page 4-(**Promissory Note**) Sign middle left and bottom with date.

Page 5-(**Privacy Disclosure**) Print, sign and date bottom left.

Page 6-(**Collateral Security Receipt and Agreement**) Sign bottom left, designated "owners."

Page 7-(**Credit Card Slip**) Simply sign on the designated line. Please understand that this is the non-refundable premium for the purchase of this bond.

Thank you for your business
All City Bail Bonds

INDEMNITY AGREEMENT FOR SURETY BAIL BOND
SENECA INSURANCE COMPANY, INC.
160 Water Street, 16th Floor, New York, New York 10038

The undersigned, called "First Party," make application to All City Bail Bonds
called "Second Party," for execution by SENECA INSURANCE COMPANY, Inc., a corporation called "Surety" of a Bail Undertaking herein
referred to as "Bail Bond" in the penal amount of \$ 1000.00
for David J. Hoffmann called "Principal," and in consideration of Second Party arranging for
execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ 135.00 per annum (where applicable) for the Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested or his bail reduced or his case dismissed shall not obligate the return of any portion of said premium. This bond is renewable each year if applicable to your State. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this bond was executed. If said renewal premium is not paid upon written demand, Second Party or Surety has the right to surrender Principal and exonerate the bond pursuant to state regulations.

SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with the regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond, plus any reasonable expenses or liabilities incurred as a result of searching for the recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or judgment entered thereon.

FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fees.

FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

SIXTH: To pay Second Party or Surety immediately upon demand for any default or breach of the terms and conditions included herein.

SEVENTH: To aid second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds there from and any and all money deposited to payment or reimbursement for the herein above liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the herein above charges.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required, without returning all premium paid. Unless, the surrender is a result of judicial action, information concealed or misrepresented by the Principal or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased the additional premium, if any, for such increased hazard was not paid within reasonable time.

TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or any one of them. Prior to foreclosure, bond collateral, including any cash collateral deposited, Surety will notify second party that the forfeiture has been issued and that it is the intent of the Surety to foreclose against any collateral taken.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal or of any of the first Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the first Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or of any charge arising out of the same transaction, regardless of whether said Bail bonds are filed before or after conviction, but not in a greater amount.

FURTHER, by signing below, I hereby authorized Seneca Insurance Company, its attorney-in-fact or independent contractor to obtain a report of my credit history or other information required in fulfilling the obligations of the contractual agreement which we have entered into.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Indemnity Agreement executed herewith each represents; I have read the Indemnity Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Indemnity Agreement; that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Indemnity Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

This 6 Day of March, 20 12 set my hand.

Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

Indemnitor's Signature (Date)

APPLICATION FOR BAIL

SENECA INSURANCE CO., INC. - BAIL BOND DIVISION

Amt. of Bail \$ _____ Total Charges \$ _____
 Premium Chg \$ _____ Received \$ _____
 Bond Power No. _____ Balance \$ _____
 Bond Power No. _____

Date of Bond: _____
 Agent: _____

Defendant's Booking Name _____ True Name _____
 Street Address _____ Apt _____ City & State _____ How Long _____
 Home Phone _____ Cell Phone _____ D.O.B. _____ Sex _____ Race _____
 Height _____ Weight _____ Hair _____ Eyes _____ Glasses _____ Moustache _____
~~ID Marks~~ _____ Birthplace _____ S.S.# _____ D.L.# _____
 Date of Arrest _____ Where Held _____ Charges _____
 Case # _____ Booking# _____ Date to Appear _____ Time _____
 Court _____ Jud. Dist. _____ Div. or Dept _____ County _____
 Former Address _____ Apt# _____ City and State _____ How Long _____
 Employer _____ Address _____ Phone _____
 Occupation _____ Mo. Income _____ Supervisor _____ How Long _____
 Previous Arrest Charge _____ Court _____ County _____ Dates Arrested _____
 Disposition _____ Previous Bail _____ By Whom _____ Amount of Bail \$ _____
 On Probation? _____ Where _____ Probation Officer _____
 Vehicle Make _____ Model _____ Year _____ Color _____ License # _____
 Real Estate Description _____ Value _____ Mortgage Amount _____

About
Todd

Spouse _____ Address _____ City & State _____ Home Phone _____
 Spouse's Cell Phone _____ D.O.B. _____ S.S.# _____
 Spouse's Employer _____ Address _____ City & State _____ Phone _____
 Spouse's Vehicle Make _____ Model _____ Year _____ Color _____ License # _____
 Children Names & Ages _____

REFERENCES:

Name	Address	Phone No.	Cell Phone	Relationship
1. _____	_____	_____	_____	Father
2. _____	_____	_____	_____	Mother
3. _____	_____	_____	_____	Sis/Broth
4. _____	_____	_____	_____	Friend

Need
2

INDEMNITOR NAME: _____ Home Phone _____ Cell Phone _____
 Address _____ City, State, Zip _____
 Social Security # _____ D.L.# _____ D.O.B. _____ Relation to Defendant _____
 Employer _____ Address _____ Phone _____
 Occupation _____ How Long _____
 Spouse _____ Spouse's Employer _____ Address _____
 Occupation _____ How Long _____
 Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

About
You

INDEMNITOR NAME: _____ Home Phone _____ Cell Phone _____
 Address _____ City, State, Zip _____
 Social Security # _____ D.L.# _____ D.O.B. _____ Relation to Defendant _____
 Employer _____ Address _____ Phone _____
 Occupation _____ How Long _____
 Spouse _____ Spouse's Employer _____ Address _____
 Occupation _____ How Long _____
 Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company.

In order to receive a return of your collateral from your bail bonding agent you must deliver a copy of the court order resulting in a release of the bond by the court to the bail bonding agent or the surety company.

I certify that the above is true and correct. I further understand that this is an application for a type of credit and authorize a review of my credit history via credit reporting agency checks.

(X)

Indemnitor's Signature _____ Date _____

Indemnitor's Signature _____ Date _____

Defendant's Signature _____ Date _____

All City BAIL BOND COMPANY, INC.

Office Phone (206) 622-9999 Mailing
 601 6th Avenue P.O. Box 24307
 Seattle, WA 98104 Seattle, WA 98124
 Lic No: ALLCIBB063BK Fax (206) 382-1783

"Directly across from King County Jail at 6th & James St."

Date : 3-6-13
 Defendant : Todd J. Hoffmann
 Jail : K.C. Jail

INDEMNITOR/GUARANTOR CHECKLIST

BOND NO.: 505-01808008
 Bail Amount: \$ 1000.00
 Premium Amount: \$ 135.00
 Amount Paid Down: \$ 135.00
 Unpaid Balance: \$ 0
 Cash Collateral: \$ 0

(INITIAL
HERE)

- ___ 1. I have read and received a copy of the surety bail bond agreement.
- ___ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard surety bail bond agreement.
- ___ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at a rate of 12% per annum. There is a 10% late fee on all scheduled payments not received within five days of the due date.
- ___ 4. I understand I am required to pay the amount of the bail premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted.
- ___ 5. I understand I am responsible for paying the full amount of the bond posted if the defendant does not appear in court, for every appearance and any other time ordered by the court, until the defendant is sentenced or the case is dismissed by the court.
- ___ 6. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and is not ordered reinstated, or exonerated, that I must pay the full amount of the bail forfeited to the bail agency.
- ___ 7. I understand I am responsible if it becomes necessary to arrest and surrender the defendant. That I am responsible for paying for the investigation, location and apprehension time; this is billed at a rate of \$150 per hour per investigator plus expenses or 15% of bond whichever is greater.
 Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement, specifically, but not limited to Sections Five and Eleven. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 8 of this checklist, will be charged if applicable and a receipt will be provided.
- ___ 8. I understand that if bail is ordered forfeited by the court, that I am responsible to pay the court costs and reasonable appearance fees (a minimum of \$150) for the bail agency to reinstate or exonerate the bail bond if necessary,
- ___ 9. I understand that if I breach the bail bond agreement, by non payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney fees and costs. Attorney's fees are a minimum of \$150 an hour. If any collection action needs to be taken a minimum \$150 fee will be charged.
- ___ 10. I understand that collateral can not be released until all bonds posted on my behalf for the defendant have been exonerated, and written notice from the court provided to the bail agency.
- ___ 11. I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.
- ___ 12. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exoneration from the court and provide it to the bail agency.
- ___ 13. I understand any interest earned on cash collateral is the property of All City Bail Bonds.
- ___ 14. This checklist is intended to explain and clarify the standard bail agreement, which is the entire contract with the bail agency. There are no additional terms nor are there any exemptions to the contract, either in writing or verbally, that limit my responsibility under the bail agreement.
- ___ 15. I declare that all statements made on the application and financial statement are true. I agree to notify the bail agency, within 48 hours of any changes, including but not limited to any change of address of employment of either myself or the criminal defendant.
- ___ 16. I understand the obligation under this agreement is joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other co-signers on the agreement.
- ___ 17. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in King County in the State of Washington.

*Initial
1-17*

**** I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY RESPONSIBILITIES AND OBLIGATIONS AS INDEMNITOR/GUARANTOR****

SIGNATURE: _____ SIGNATURE: _____
 NAME (print): _____ NAME (print): _____

Received copy: _____

All City
BAIL BONDS
PROMISSORY NOTE

\$ 1000.00 Defendant Todd J. Hoffmann Bond(s) 505-01808008
Seattle, Washington March 6, 2012

Elodie M. Daquila after date, without grace, for value received, I promise to pay to All City Bail Bonds, or order, the sum of one thousand Dollars and/or other valuable consideration, with interest thereon at the rate of 12 percent, per annum from date hereof, payable upon demand and/or forfeiture of bond.

Principal and interest payable to the office of All City Bail Bonds at 601 Sixth Avenue, Seattle, WA 98104. If any interest shall remain unpaid after due, this note shall become due and payable at once without further notice, at the option of the holder thereof.

This note shall bear interest at the rate of 12 percent, per annum after maturity or after failure to pay any interest payment, and if this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note, I promise to pay a reasonable attorney's fee. Each maker of this note executes the same as a principle and not as a surety.

X

X

THE FOLLOWING ARE THE DEFENDANT'S CONDITIONS OF HIS/HER BAIL BOND WHICH MUST BE COMPLIED WITH AT ALL TIMES

1. All City Bail Bonds (Surety) shall have control and jurisdiction over Defendant during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the defendant to the proper officials at any time provided by law.
2. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Defendant's obligations to Surety:
 - (a) If Defendant shall depart the jurisdiction of the court without written consent of the court and Surety.
 - (b) If Defendant shall move from one address to another or change phone numbers without notifying Surety prior to said move.
 - (c) If Defendant shall commit an act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond.
 - (d) If Defendant is arrested and incarcerated for any offense other than a minor traffic violation.
 - (e) If Defendant shall have made any false statement in application.
 - (f) Defendant shall be responsible for obtaining proper appearance date from the court.
3. Defendant and/or Indemnitor shall have no right to any refund of premium whatsoever.
4. Any expenses incurred by All City Bail Bonds for your failure to comply with these terms will be paid by the Defendant and/or the Indemnitor.
5. **If this case is under investigation you are required to appear to determine if charges will be filed against you. If you are charged, other collateral (in addition to the promissory note previously signed) will be required in order to transfer your bond to Superior Court.**
() Initial

I hereby agree to all terms and conditions (V)

Date: 3-6-12

X

All City Bail Bonds

PRIVACY DISCLOSURE

To protect your privacy interest you are advised of the following:

We may gather information from you necessary to conduct our business with you or those related in the immediate transaction. This may include, but is not limited to, any information bearing on your creditworthiness.

We will not disclose such gathered information except as allowed by law.

You have the right refuse this necessary information gathering by simply deciding not to go forward with the transaction.

Other than as explained above, we will exercise reasonable care to keep your information secure.

This notice is in conjunction with the following:

Defendant	<u>Todd J. Hoffmann</u>
Bond Amount	<u>1000.00</u>
Case Number	<u>28 0171394</u>
Power Number	<u>505-01808008</u>

By signing below you acknowledge that you were advised of your privacy rights and that you reviewed this notice.

Printed Name Indemnitor

Printed Name Defendant

Signature Indemnitor

Signature Defendant

Date

Date


Bail Agent

3-6-12
Date

All City BAIL BOND COMPANY, INC.

"Directly across from the King County Jail"

Phone (206) 622-9999

COLLATERAL SECURITY RECEIPT AND AGREEMENT

Bond No. 505-0180808 Amount of Bond \$ 1000.00 Execution Date 3-6-12
Principal Todd J. Hoffmann
Owner of Security Elodie M. Daquila
Name and Address
Name and Address

IMPORTANT! This security will be returned when all cases secured by this collateral have been disposed of. No exchange of collateral will be made. The owner must bring this receipt and a Certificate of Disposition* and also proper identification at time of collateral release.

The owner may receive the released collateral via mail by forwarding this receipt, a Certificate of Disposition* and a written request to the above address.

All cash deposits returnable by check only. No checks shall be cashed or authorized for cash by this company.

*NOTE: The court Certificate of Disposition may be obtained from the clerk of the the appropriate court. If this security pertains to more than one case, a certificate must be obtained for each case.

DESCRIPTION OF COLLATERAL:

*Promissory Note
Bail Agreement
Credit Card to be charged if
Defendant Fails to Appear
4426 2484 4613 7559 exp 04/12*

PAYMENT RECEIPT

\$ 135.00 +cc
(Non-Refundable Premium)
\$ 0
Balance

AGREEMENTS AND CONDITIONS OF DEPOSIT:

All City Bail Bond Company, (hereinafter called Surety) acknowledges receipt of the above security from the party designated above as Owner, deposited with Surety for the benefit of Surety and its co-sureties, reinsurers, successors and assigns, for a good consideration and under the agreements and upon the conditions hereinafter stated.

The collateral security is pledged and deposited with Surety as security.

(a) Agent any and all liability, loss, costs, damages, expenses, premiums and attorney's fees arising or incurred in connection with the above captioned bond, or any other bond, recognizance, undertaking or other obligation (all of which, together with any continuations and modifications thereof, are hereinafter referred to as bonds), heretofore or hereafter executed assumed or procured by Surety at the instance or request or on behalf either of Owner or of the principal above named, in connection with which undersigned is an indemnitor;

(b) For the payment of all premiums on such bonds;

(c) For the performance of every agreement (including continuations or modifications thereof, with or without consent of Owner) made by Owner or by any of the principals in connection with said bonds;

(d) Against any liability, loss, costs, expenses and attorney's fees in connection with any claim to the collateral security by persons claiming adversely to Owner.

To accomplish the purposes of such deposit, Surety is authorized, at any time and without notice or legal process, to use said collateral security, and to apply the same to payment of or reimbursement for losses, costs or damages, expenses, attorney's fees, premiums or liabilities as it may elect; and at its option and in its sole discretion, to sell any of said collateral security at public or private sale to itself or to any other person, or to deposit, invest, convert, cash, exchange, renew or dispose of said collateral security or the proceeds thereof in any manner, in such form and on such terms as it deems proper. The rights given to Surety under this agreement shall be in addition to, and not in limitation of, any other rights which Surety may have, including rights under any separate agreements.

Owner represents himself to be the sole owner of said collateral security, and agrees to save Surety harmless from any loss, costs, expenses or attorney's fees arising from claims to any part thereof by any persons claiming adversely to Owner.

If the collateral security shall, by reason of depreciation below its market value as of the time of deposit, become insufficient for Surety's protection. Owner shall, upon demand, deposit additional collateral security, satisfactory to Surety, of a value at least equal to the amount of such depreciation.

Surety shall not be liable for any loss or depreciation of the collateral security or the proceeds thereof, or damage thereto, unless caused by gross negligence of Surety's officers or employees. Surety shall pay no interest on the collateral security, and in the case of any certificate of deposit or any other instrument evidencing the deposit of money with any person, firm or corporation included in the collateral security, it is understood that Owner has selected the depository, and assumes full responsibility for the safety of the deposited funds.

Upon receipt of written evidence satisfactory to Surety of its discharge from all liability under such bonds, and of ownership of the collateral security by the applicant (it being recognized that differences of opinion with regard to proof of ownership, and of termination of liability, require the giving of considerable latitude to Surety in the determination of what evidence is reasonable), and of payment of all amounts due as provided herein, Surety shall, within a reasonable time, return said collateral security or the proceeds thereof, less any deductions pursuant to the terms of the agreement, to the party then designated as Owner. **NEITHER THIS RECEIPT OR THE SECURITY REFERRED TO HEREIN IS TRANSFERABLE OR ASSIGNABLE WITHOUT THE WRITTEN CONSENT OF A DULY AUTHORIZED OFFICER OF THE SURETY.**

Dated at Seattle
this 6 day of March 20 12

The terms hereby agreed to and accepted:

ALL CITY BAIL BOND COMPANY

Owner (s) By [Signature] Authorized Representative

RECEIVED this day from the ALL CITY BAIL BOND COMPANY, the securities etc., described in this agreement.

Witnessed: _____ Owner's Signature: _____

ALL CITY BAIL BONDS
601 6TH AVE
SEATTLE, WA. 98104
206-622-9999

Sale

ID: 0010548520000005132001

03/06/12

11:15:42

AVS Code: 0

VISA

XXXXXXXXXX7559M

Appr Code: 131556

Invoice#: 000005

Total:

\$ 141.75

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

Merchant Copy
THANK YOU!

ALL CITY BAIL BONDS
601 6TH AVE
SEATTLE, WA. 98104
206-622-9999

Sale

ID: 0010548520000005132001

03/06/12

11:15:42

AVS Code: 0

VISA

XXXXXXXXXX7559M

Appr Code: 131556

Invoice#: 000005

Total:

\$ 141.75

Customer Copy
THANK YOU!