

**COLORADO DISCLOSURE STATEMENT**

CHARGING BUFFALO BAIL BONDS  
PO Box 440727  
Aurora, Co. 80044  
Ph.: 720-495-2878

AMERICAN SURETY COMPANY  
P O BOX 68932  
Indianapolis, Indiana 46268  
PH: 1-317-875-8700

POWER ATTORNEY# \_\_\_\_\_  
NAME OF DEFENDANT \_\_\_\_\_  
AMOUNT OF BAIL \_\_\_\_\_  
AMMOUNT OF PREMIUM CHARGED \_\_\_\_\_  
NAME OF THIRD PARTY INDEMNITOR \_\_\_\_\_  
AMOUNT OF COLLATERAL \_\_\_\_\_  
DESCRIPTION OF  
COLLATERAL \_\_\_\_\_  
COURT IN WHICH THE BOND IS EXECUTED \_\_\_\_\_

RE: COLLATERAL

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. Pursuant to 12-7-109(1)(d.5), C.R.S., your collateral must be returned within ten working days of such delivery to your bail bonding agent or the surety company. Pursuant to 16-4-104(3)(a)(IV), C.R.S., your reconveyance of title, certifiacate of discharge, or a full release of any lein shall be provided with 30 days after receiving notice that the time for appealing an order that exonerated the bail bond has expired.

Bail bonding agents are regulated by the Colorado Division of Insurance. TO ENSURE THE PROMPT RETURN OF YOUR COLLATERAL, THE DIVISION RECOMMENDS YOU HAND DELIVR THE COURT’S BOND DISCHARGE/BOND RELEASE TO THE BAIL BONDING AGENT. GET A RECEIPT FROM THE BAIL BONDING AGENT SHOWING THE DATE YOU DELIVERED THE DISCHARGE/RELEASE. If you deliver the bond dichage/release to the bail bond agent by mail, it is suggested to use certified mail, return receipt requested, with another certified mail copy to the Surety Company. YOU SHOULD RETAIN A COPY OF ALL DOCUMENTS RELATED TO THIS BAIL BOND. Please go to the Division’s website at [www.dora.state.co.us/insurance](http://www.dora.state.co.us/insurance) and click on the tab on the left of the web page titled “Bail Bonding Information”, scroll down and click on “ A Publication on Bail Bond” scroll down and click on “Your Guide to Bail Bonds in Colorado” for more information on your rights as a consumer.

Pursuant to 12-7-108(1)(a), C.R.S. (2004) enacted in House Bill 04-1260, the bail bonding agent, with your consent, may use your collateral to secure the following obligations:

- Compliance with the bond issued on behalf of the defendant (which may include costs associated with recovering the defendant should the defendant fail to appear for any court appearance associated with this bond if the court revokes the defendant’s bond);
- Any balance due on the premium, commission, or fee for the bond; and
- Any related costs incurred by the agent as a result of issuing the bond.

**READ YOUR EXECUTED AGREEMENT WITH THE BAIL BONDING AGENT CAREFULLY BE SURE YOU UNDERSTAND ALL OF THE TERMS YOU ARE AGREEING TO.**

**I have read and understood this disclosure statement and consent that the bail bonding agent in this matter may use my collateral to secure the above obligations.**

Dated: \_\_\_\_\_

Signature of Third party Indemnitor

I certify that the terms of this Disclosure Statement as it pertains to collateral are not inconsistent with the Executed Agreement/Indemnity Agreement in this matter.

Dated: \_\_\_\_\_

Signature of the Bail Bonding Agent

**CHARGING BUFFALO BAIL BONDS**

PO BOX 440727  
AURORA, CO. 80044  
PH: 720-495-2878

EMAIL: [cbbailbond@gmail.com](mailto:cbbailbond@gmail.com)  
URL: [www.chargingbuffalobailbond.com](http://www.chargingbuffalobailbond.com)

**APPLICATION STATEMENT**

**IMPORTANT NOTICE - FRAUD WARNING**  
**(Pursuant to 10-1-127(7) C.R.S.)**

“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. Penalties may include imprisonment, fines, and denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.”

CO-SIGNER(S): Please be sure to read this document carefully. Each and every question that you have been asked to complete and answer on each document that you have signed to complete your obligation that you have assumed as taking the position of **GUARANTOR** (co-signer) for the person that you have requested **CHARGING BUFFALO BAIL BONDS**, or any agent affiliated to post a surety bond for

DEFENDANT NAME \_\_\_\_\_.

INDEMNITOR \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

D.O.B. \_\_\_\_\_ SS# \_\_\_\_\_ D.L.# \_\_\_\_\_ STATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ APT# \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

OWN HOME OUTRIGHT  BUYING  LEASING/RENTING  MOBILE HOME  LIVING WITH RELATIVES

REAL PROPERTY TYPE \_\_\_\_\_ HOW LONG \_\_\_\_\_ VALUE \_\_\_\_\_

OWNERS \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

EQUITY \_\_\_\_\_ FINANCED BY \_\_\_\_\_

EMPLOYER \_\_\_\_\_ HOW LONG \_\_\_\_\_

ADDRESS \_\_\_\_\_ SUITE# \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE: \_\_\_\_\_

OCCUPATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_ INCOME \_\_\_\_\_

MILITARY BRANCH \_\_\_\_\_ SER# \_\_\_\_\_ DISCHARGE DATE \_\_\_\_\_

UNION \_\_\_\_\_ LOCAL \_\_\_\_\_

BANK \_\_\_\_\_ ACCT# \_\_\_\_\_ TYPE \_\_\_\_\_

ACCT BALANCE \_\_\_\_\_ VISA/MC# \_\_\_\_\_ EXP. \_\_\_\_\_

VEHICLE MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ YEAR \_\_\_\_\_ COLOR \_\_\_\_\_

REGISTERED OWNER \_\_\_\_\_ LEGAL OWNER \_\_\_\_\_ LEINS \_\_\_\_\_

HAVE YOU EVER HAD TO PAY A BOND? \_\_\_\_\_ AMOUNT\$ \_\_\_\_\_ WHEN \_\_\_\_\_

HAVE YOU USED ANOTHER BAIL COMPANY BEDORE? \_\_\_\_\_ IF SO WHO? \_\_\_\_\_

HAVE YOU EVER CO-SIGNED A BOND BERFORE? \_\_\_\_\_

HAVE YOU EVER BEEN OUT ON BOND? \_\_\_\_\_

I/WE READ AND UNDERSTAND THE ENGLISH LANGUAGE. YES/NO (circle one) INITIALS \_\_\_\_\_

IF IDEMNITOR CHECKED NO, I AFFIRM THAT I HAVE READ VERBATIM OR TRANSLATED THIS ENTIRE DOCUMENTS, TO THE SIGNER(S).

SIGNATURE OF  
TRANSLATOR \_\_\_\_\_ SS# \_\_\_\_\_

**The maker of the above statement hereby authorizes the Surety to confirm the bank balances claimed and all other items Comprising said statement IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

AGENT/WITNESS: \_\_\_\_\_

**X** \_\_\_\_\_  
SIGNATURE OF INDEMNITOR

## INDEMNITOR AGREEMENT

**THIS IS A BINDING CONTRACT. YOU ARE ASSUMING IMPORTANT LEGAL OBLIGATION.**

**READ EACH PARAGRAPH CAREFULLY! YOU MAY WISH TO CONSULT AN ATTORNEY.**

**WHEREAS, CHARGING BUFFALO BAIL BOND** (hereinafter called "SURETY", "its agents(s)", successors and assigns), at the request of the undersigned, and in reliance upon this Indemnity Agreement ( this "Agreement"), has or is about to become the surety on an appearance bond (the "Bond(s)")for \_\_\_\_\_ (the "Defendant") in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the appearance before the Court(s) listed on the bond(s) through its agent(s): **Dan FourThunders**, by it's certain bond executed on power of attorney number(s):  
\_\_\_\_\_

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns as follows:

\_\_\_Once the bond has been posted, the premium on the bond(s) or undertaking described above is not refundable.

\_\_\_That the Indemnitor will have Defendant forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.

\_\_\_Other Specific Bond Conditions, violation of which may constitute a forfeiture of the bond(s) include, but are not limited to, those checked, The conditions may be changed during the course of the bond(s) to assure compliance, as the SURETY may direct:

\_\_\_Defendant may not leave the State of Colorado without the written consent of the undersigned, the SURETY and the court(s);

\_\_\_The undersigned must complete any payment plan as established;

\_\_\_Defendant must check in to the office 24 hours after posting bond, to fill out defendant date application;

\_\_\_Defendant must notify SURETY or office of any changes of address, employment, or phone number immediately, in person and in writing;

\_\_\_Defendant shall not commit any act(s) which constitutes a reasonable suspicion by the SURETY that the defendant's intention is to cause a forfeiture of the Bond(s);

\_\_\_Defendant shall not make any material false statements on the paperwork completed by the defendant, or any other documents concerned with this Bond(s);

\_\_\_If the Defendant fails to appear as required, his/her picture and vital information may be published, including placement on the internet.

\_\_\_That the Indemnitor(s) will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, claims including but not limited to any claim arising from alleged negligent conduct of company and or his hires or agents or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking and will, upon demand, place Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, unpaid premiums, judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same. The obligation of the undersigned in this Agreement shall be irrevocable.

\_\_\_That the agreement of indemnity contained in paragraph 2 above shall continue as long as the Surety has any liability or has sustained any loss, upon the bond referred to Herein, and the undersigned further agrees not to make any transfer, or any attempted transfer of any of the property, real or personal, in which the undersigned has an interest or in which the undersigned may subsequently acquire any interest, and it is further agreed that the Surety shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of its having executed the bond referred to herein. It is further agreed that the Indemnity Agreement contained in Paragraph 2 above and the provisions of this paragraph shall be binding upon and apply to any subsidiary, affiliate, parent or related enterprises created or acquired by the Undersigned.

\_\_\_That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall itself, be conclusive evidence of such payment as to the Indemnitor(s), their estate, and those entitled to share in their estate, and the successors and assigns.

\_\_\_That the Surety may withdraw, at any time provided by law, from its Suretyship upon the bond or undertaking herein, without liability to any party.

\_\_\_That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings Issued by Surety at the request of the Indemnitor(s).

\_\_\_That Indemnitors' obligations and indemnities as contained herein shall not terminate or upon exoneration of the bond or undertaking, but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs, or expenses in any way related thereto.

\_\_\_That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent Breach of the same term or condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waive as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.

\_\_\_This Agreement shall be construed and enforced under the laws of the State of Colorado. In the event any of the provisions of this Agreement are Inconsistent with the laws of this state, this Agreement, as to these provisions only, shall be null and void, and the Remainder shall be

enforced with the effects as though such provisions were omitted.

\_\_\_The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitor's heirs, successors, representatives and assigns.

\_\_\_To pay \$60.00 per hour, per man hour, for any time spent by **CHARGING BUFFALO BAIL BONDS** or any associate of **CHARGING BUFFALO BAIL BONDS** in making court appearances as a result of the defendants' fail to appear, or of bond revocation, or to reinstate original bond at the request of the Indemnitor, or to enforce any provision of this agreement.

\_\_\_To pay \$60.00 per hour, per man hour, for any time spent by **CHARGING BUFFALO BAIL BONDS** or any associate of **CHARGING BUFFALO BAIL BONDS** to apprehend or to attempt to apprehend the Defendant and return HIM/HER to the custody of the SHERIFF and/or the JURISDICTION of the court as a result of failure to appear by the Defendant or as a result of bond revocation.

\_\_\_**It is understood by the Indemnitor and the Defendant that collateral can only be released when the Case(s) have reached final disposition, and the Defendant or Indemnitor has provided the Surety with a bond release with seal from the court.**

**WHEREAS, ALL PARTIES CONTAINED IN THIS AGREEMENT HAVE READ AND UNDERSTAND THE ENGLISH LANGUAGE, ALL CONTENTS THEREIN AND AGREE TO ALL STIPULATIONS OF THE SAME.**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

X \_\_\_\_\_  
SIGNATURE OF THE CO-SIGNER

# PROMISSORY NOTE

\$ \_\_\_\_\_, COLORADO DATE: \_\_\_\_\_ 20\_\_\_\_

THIS NOTE IS **DUE IMMEDIATELY** UPON FAILURE TO APPEAR OF \_\_\_\_\_  
DEFENDANT

I/WE \_\_\_\_\_ AFTER DATE FOR VALUE RECEIVED I/WE PROMISE  
TO PAY TO THE ORDER OF **CHARGING BUFFALO BAIL BONDS** AND /OR  
\_\_\_\_\_.

PAYMENT(S) TO BE MADE AT: **PO BOX 440727, AURORA, CO., 80044 OR DESIGNATED PLACE AGREED UPON**  
AT \_\_\_\_\_ DOLLARS, WITH INTEREST AT THE RATE OF **TWENTY**  
**ONE PERCENT (21%) PER ANNUM** PAYABLE IN THE EVENT OF DEFAULT **UPON DEMAND**.

IT IS AGREED THAT IF THIS NOTE IS NOT PAID WHEN DUE OR DECLARED DUE HEREUNDER, THE ENTIRE PRINCIPAL AND ACCURED INTEREST THEREON SHALL DRAW INTEREST AT THE RATE OF **TWENTY ONE PERCENT PER ANNUM**, AND THAT FAILURE TO MAKE ANY PAYMENT OF PRINCIPAL OR INTEREST WHEN DUE OR ANY DEFAULT UNDER ANY ENCUMBRANCE OR AGREEMENT SECURING THIS NOTE SHALL CAUSE THE WHOLE NOTE TO BECOME DUE AT ONCE, OR THE INTEREST TO BE COUNTED AS PRINCIPAL, AT THE OPTION THE HOLDER OF THE NOTE, PRESENTMENT FOR PAYMENT, NOTICE OF DISHONOR, PROTEST, NOTICE OF NON-PAYMENT AND OF PROTEST, ARE HEREBY WAIVED BY THE MAKER OR MAKERS AND ENDORSER OR ENDORSERS AND EACH ENDORSER FOR HIMSELF GUARANTEES THE PAYMENT OF THIS NOTE ACCORDING TO ITS TERMS. NO EXTENSION OF PAYMENT SHALL RELEASE ANY SIGNER OR ENDORSER HEREOF. IF GIVEN WITHOUT HIS CONSENT AND ALL EXPENSES OF COLLECTION TO INCLUDE BUT NOT LIMITED TO COLLECTION OF AGENCY FEES AND SKIP TRACING COSTS AND FEES. WHETHER THEY BE PRE OR POST JUDGEMENT, WITH OR WITHOUT SUIT, INCLUDING REASONABLE ATTORNEY'S FEES. AND IF FORECLOSURE IS MADE BY THE PUBLIC TRUSTEE ALL REASONABLE ATTORNEY'S FEES TO BE ADDED BY THE PUBLIC TRUSTEE TO THE COST OF FORECLOSURE SHALL; BE PAID BY THE PARTIES LIABLE FOR THE PAYMENT OF THIS NOTE. **DUE: UPON DEMAND OR ANY FAILURE TO APPEAR BY DEFENDANT:**

THIS NOTE SECURED BY: 1) INDEMNITY AGREEMENT 2) \_\_\_\_\_ 3) \_\_\_\_\_

IT IS FURTHER AGREED AND SPECIFICALLY UNDERTOOD THAT THIS NOTE SHALL BECOME SATISFIED IN THE EVENT THE SAID DEFENDANT SHALL APPEAR IN THE PROPER COURT AT THE TIME OR TIMES SO DIRECTED BY THE JUDGE OR JUDGES OF COMPETENT JURISDICTION UNTIL THE OBLIGATIONS UNDER THE APPEARANCE BOND OR BONDS POSTED ON BEHALF OF THE DEFENDANT HAVE BEEN FULFILLED AND CHARGING BUFFALO BAIL BONDS DISCHARGED OF ALL LIABILITY THEREUNDER, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT. IT IS FURTHER AGREED AND SPECIFICALLY UNDERSTOOD THAT THIS NOTE SHALL BECOME JULL AND VOID I THE EVENT THE SAID  
DEFENDANT \_\_\_\_\_ SHALL APPEAR IN THE PROPER COURT AT THE TIME OR TIMES SO DIRECTED BY THE JUDGE OR JUDGES OF COMPETENT JURIDICION UNTIL THE OBLIGATIN UNDR THE APPEARANCE BOND OR REMAIN IN FULL FORCE AND EFFECT.

PRINT NAME \_\_\_\_\_ D.L.# \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SS# \_\_\_\_\_