

**INDIVIDUAL APPLICATION FOR
BURNET COUNTY BAIL BOND LICENSE**

Circle one: ORIGINAL OR RENEWAL

LICENSE NUMBER: _____
(if Original leave blank)

The original application and 2 additional paper copies of the full application packet shall be mailed or hand delivered to the Bail Bond Board Secretary; and a copy of the completed application shall be emailed to the Bail Bond Board Secretary.

CHECKLIST OF DOCUMENTS REQUIRED AT TIME OF SUBMISSION
FOR APPLICATION TO BE CONSIDERED BY THE BOARD

INCOMPLETE APPLICATIONS WILL BE DENIED LICENSURE

- _____ Original Application
- _____ 2 copies of Application Packet
- _____ Email Copy to Bail Bond Board Secretary: bailbondboard@burnetcountytexas.org
- _____ \$500.00 application fee made payable to: "Burnet County Bail Bond Board"
- _____ Exhibit A: Applicant's Statement of Prior Employment
- _____ Exhibit B: Applicant's Statement of Continuing Education
- _____ Exhibit C: Copy of Assumed Name Certificate
- _____ Exhibit D: Assignment of Security – 3 pages
- _____ Exhibit E: Real Property Documentation – 10 pages
- _____ Exhibit F: Copy of Financial Statement & Authorization of Release – 3 pages
- _____ Exhibit G: Letter(s) of Reference – 3 pages
- _____ Exhibit H: Photograph of Agent
- _____ Exhibit I: Fingerprints of Agent
- _____ Exhibit J: Agent's Statement of Licensure in Another County
- _____ Exhibit K: Agent's Final Judgments
- _____ Exhibit L: Agent's Statement of Denial, Suspension or Revocation
- _____ Exhibit M: Agent's Pending Judgements
- _____ Exhibit N: ID Card Application
- _____ Exhibit O: Letter and Receipt for Criminal History Request

INDIVIDUAL APPLICATION FOR BURNET COUNTY BAIL BOND LICENSE

ELIGIBILITY REQUIREMENTS

I am a citizen of the United States.	Yes	No
I am a resident of the state of Texas.	Yes	No
I am at least 18 years of age.	Yes	No
I possess the financial resources required to comply with Section 1704.160 of the Texas Occupations Code.	Yes	No
I have been continuously employed by a person licensed under this chapter for at least one year and for not less than 30 hours per week, excluding annual leave, and have performed duties that encompass all phases of the bonding business. (APPLICANTS ARE EXEMPT FROM THIS THROUGH APRIL 2016) EXHIBIT "A"	Yes	No
I have completed at least eight hours of continuing legal education in criminal law courses or bail bond law courses that are approved by the State Bar of Texas and that are offered by an accredited institution of higher education in the State of Texas. EXHIBIT "B"	Yes	No
Since August 27, 1973, have you been finally convicted of a misdemeanor involving moral turpitude or a felony?	Yes	No
I authorize, allow, and permit the Burnet County Bail Bond Board to review my criminal history and confirm that since, August 27, 1973, I have not been finally convicted of a misdemeanor involving moral turpitude or a felony.	Yes	No

SECTION 1

Name of Applicant _____

Date of Birth _____

Home Address _____

Home Telephone _____

Email Address _____

Name of Spouse (if applicable) _____

Name under which business will be conducted. **EXHIBIT "C"** _____

Street Address where business will be conducted: _____

Business Telephone _____

I intend to deposit with the County Treasurer cash or the cash value of a certificate(s) of deposit or a cashier's check if my application is approved. Yes No

If YES, I will be submitting the following amount: \$_____.

SECTION 2

I will execute and provide an Assignment of Security for Bail Bond Collateral and a Financial Institution Acknowledgement in the form attached as EXHIBIT "D" – 3 pages	Yes	No
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I intend to execute nonexempt real property in trust to the Burnet County Bail Bond Board.	Yes	No
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If Yes, the value of the real property is \$ _____.

REAL PROPERTY INFORMATION

If property to be conveyed in trust to Burnet County Bail Bond Board is nonexempt real estate, I have submitted the following attached hereto as EXHIBIT "E" – 10 PAGES	Yes	No
--	-----	----

Legal description equivalent to description required to convey property by general warranty deed.	Yes	No
---	-----	----

Current statements for each taxing unit authorized to impose taxes on the property showing that there is no outstanding tax lien against the property.	Yes	No
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The property's net value according to a current appraisal made by a real estate appraiser who is a member in good standing of nationally recognized professional appraiser society or trade organization that has been established by a code of ethics, educational program, and professional certification program; or the property's net value according to a statement from the county from the county's most recent certified tax appraisal roll.	Yes	No
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A statement of whether the applicant is married; and if the applicant is married a sworn statement from the applicant's spouse agreeing to transfer to the Burnet County Bail Bond Board, as a part of the trust, any right, title, or interest that the spouse may have in the property.	Yes	No
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A statement of the existence of a co-owner of the property and, if so, a sworn statement from the co-owner agreeing to transfer to the Board.	Yes	No
---	-----	----

A photograph of the property is attached.	Yes	No
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A proposed Deed of Trust in the form approved by the Board which is attached hereto:	Yes	No
--	-----	----

Statement agreeing to keep all taxes paid on the property while it remains in trust, and to provide proof of payment on the anniversary of the granting of the application or upon demand of the Burnet County Bail Bond Board.	Yes	No
---	-----	----

Statement agreeing to not further encumber the property without notifying and obtaining the permission of the Burnet County Bail Bond Board	Yes	No
---	-----	----

Statement agreeing to maintain insurance on any improvements on the property against damage or destruction in the full amount of the value claimed for the improvements.	Yes	No
--	-----	----

Statement agreeing to name the Burnet County Bail Bond Board as the beneficiary of the insurance on the improvements, and to provide proof of insurance on the anniversary of the granting of the application, or upon request of the Board.	Yes	No
--	-----	----

A Non-Homestead Affidavit and Designation of Homestead as approved by the Burnet County Bail Bond Board is attached hereto:	Yes	No
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SECTION 3

I have attached a complete sworn financial statement including an Authorization of Release. EXHIBIT "F" – 4 PAGES	Yes	No
I declare that I will comply with the Texas Occupations Code, Chapter 1704 and the Local Rules of the Burnet County Bail Bond Board.	Yes	No
I have attached letters of recommendation, each from a person who is reputable and has known me for at least three (3) years and states that I have a reputation for honesty, truthfulness, fair dealing and competency; and recommends that the Burnet County Bail Bond Board issue the license. EXHIBIT "G" – 3 PAGES	Yes	No
This application is accompanied by a nonrefundable fee of \$500.00.	Yes	No
I have attached a photograph of myself. EXHIBIT "H"	Yes	No
I have attached my fingerprints. EXHIBIT "I"	Yes	No
I am or have been within the last 10 years licensed under Texas Occupations Code Section 1704 in another county. EXHIBIT "J"	Yes	No
I have attached my statement on final judgments on bail bonds. EXHIBIT "K"	Yes	No
I have attached my statement regarding civil litigation. EXHIBIT "L"	Yes	No
I have attached my statement on denial, suspension or revoked bail bond license. EXHIBIT "M"	Yes	No
I have attached my ID Card Application. EXHIBIT "N"	Yes	No
I have attached my copy of my receipt requesting my criminal history from the Department of Public Safety. EXHIBIT "O"	Yes	No

License Applicant Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

APPLICANT'S STATEMENT OF PRIOR EMPLOYMENT

STATE OF _____ §

COUNTY OF _____ §

Not Applicable due to Burnet County Bail Bond Board just being established.

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared _____ who, after being duly sworn, deposes and said: My name is _____, I am _____ years of age. I live at _____.

I wish to state the following facts:

In the two years preceding the date of this application, I _____ have been continuously employed by a person licensed under Chapter 1704 of the Texas Occupations Code for at least one year and for not less than 30 hours per week, excluding annual leave, and have performed duties that encompass all phases of the bonding business.

The date of my continuous employment by a person licensed under Chapter 1704 of the Texas Occupation Code is from _____ / _____ / _____ through _____ / _____ / _____. The name, address, and telephone number of the company where I have been continuously employed by a person licensed under Chapter 1704 of the Texas Occupations Code for the time period stated above is:

Name of Company: _____

Address of Company: _____

Telephone Number of Company (____) _____

I have read the above statement consisting of _____ page(s), which is based on my personal knowledge, and it is true and correct.

Agent/Affiant

Corporation Name

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "B"

APPLICANT'S STATEMENT OF CONTINUING LEGAL EDUCATION

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared _____ who, after being duly sworn, deposes and said: My name is _____, I am _____ years of age. I live at _____.

I wish to state the following facts:

I _____ have completed in person at least eight (8) hours of continuing legal education in criminal law courses or bail bond courses that are approved by the State of Bar of Texas and that are offered by an accredited institution of higher education in the state.

Specifically I have completed the following course:

Name of Course: _____

Total Hours of Course : _____

Date Course Completed: _____

Finally attached hereto is a copy of the certification of completion of the above course.

I have read the above statement consisting of _____ page(s), which is based on my personal knowledge, and it is true and correct.

Agent/Affiant

Corporation Name

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "C"

Certified Copy of Assumed Name Certificate

BURNET COUNTY BAIL BOND INDIVIDUAL APPLICATION

EXHIBIT "D"

Assignment of Security

TO: Burnet County Bail Bond Board Members:

FROM: _____, BAIL BOND LICENSE APPLICANT

I, _____ (ASSIGNOR), hereby assign the SECURITY described below to the Treasurer of Burnet County, Texas (ASSIGNEE).

SECURITY: _____ (Attach Copy)

FINANCIAL INSTITUTION: _____

PAYABLE TO: _____

FACE AMOUNT: _____

DATED: _____

MATURITY DATE: _____

In order to obtain a Bail Bond License in BURNET County, Texas and for the purpose of providing security for Bail Bonds written in BURNET County, Texas, which may accrue or be authorized under the law, the ASSIGNOR, for and on behalf of the Bail Bond License Holder in the name of the owner specified, assigns to the BURNET County Treasurer any and all right, title, claim and interest of whatever nature of ASSIGNOR in and to the SECURITY described above. The BURNET County Treasurer has no interest or entitlement to any interest or dividends arising from this agreement. All the interest or dividends should continue to be payable to the ASSIGNOR, and in this regard, SECURITY for the purpose of the Assignment shall mean the FACE AMOUNT (Principal) of the SECURITY (Principal) not the interest accruing on account of the SECURITY.

ASSIGNOR agrees that this assignment carries with it the right to any insurance on the SECURITY that may exist now, or in the future, and includes the right of the BURNET County Treasurer to negotiate, redeem, collect and withdraw at any time any part of the FACE AMOUNT of the SECURITY to be applied as payment to unpaid Final Judgment(s) of any forfeitures of bail bonds written in BURNET County, Texas. The right of the BURNET County Treasurer to apply the SECURITY by ASSIGNOR shall not be affected by a subsequent change in the trade name or business location of the person or entity on whose behalf this assignment is executed. The ASSIGNOR further agrees that the BURNET County Treasurer may, in its own discretion and at any time, transfer all or any part of the SECURITY into its own name to satisfy any unpaid Final Judgment(s), or portion thereof, of any forfeiture of bail bonds written in BURNET County, Texas. The BURNET County Treasurer is hereby appointed attorney-in-fact by ASSIGNOR for the ASSIGNOR with full power and authority to execute any endorsements necessary to complete such a transfer and negotiation.

ASSIGNOR understands and agrees that by this Assignment, all right, title and claim to interest in, use of and control over the disposition of the SECURITY is relinquished while any bonds written by ASSIGNOR are pending or outstanding and that such SECURITY may be released only by the Burnet County Treasurer's written direction after all bonds written by ASSIGNOR have been disposed.

This document shall serve as notification by the ASSIGNOR to the FINANCIAL INSTITUTION of the terms of this Assignment and Assignor's intention and agreement to be bound by said terms.

This Assignment is made subject to the following terms:

1. **WARRANTY.** ASSIGNOR expressly warrants that it has good title to the property conveyed by this Assignment, and that the property is free from prior encumbrances of any nature or kind. ASSIGNOR further warrants that the property will remain free from encumbrances of any kind or nature.
2. **EXISTING LIABILITIES.** This Assignment is subject to no existing obligations.
3. **BINDING EFFECT.** This Assignment and all of its terms and conditions are binding on ASSIGNOR and all his/her/its officers, agents, principals, vice principals, shareholders, stockholders, successors, heirs, devisees, spouse, and assigns.

License Applicant / Assignor Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

FINANCIAL INSTITUTION ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

STATE OF TEXAS §

COUNTY OF BURNET §

The FINANCIAL INSTITUTION acknowledges the assignment of the SECURITY described herein to the Burnet County Treasurer. FINANCIAL INSTITUTION acknowledges the BURNET County Treasurer has no interest or entitlement to any interest or dividends. FINANCIAL INSTITUTION certifies that it has recorded the assignment and has retained a copy. FINANCIAL INSTITUTION certifies that it does not have any knowledge of anyone else having any lien, encumbrance, right, hold, claim or obligation of the SECURITY. FINANCIAL INSTITUTION accepts the SECURITY with knowledge that it has been posted for and on behalf of the Bail Bond License Holder identified above and agrees to act as the sole agent for the purpose of holding this SECURITY for the BURNET County Treasurer's exclusive use. FINANCIAL INSTITUTION agrees not to release, make payment, or otherwise divert or dispose of the SECURITY except in accordance with the written instructions of the BURNET County Treasurer. It is understood that notice to or consent of the ASSIGNOR to disposition of the SECURITY by the BURNET County Treasurer shall not be required. FINANCIAL INSTITUTION further agrees not to exercise any set of rights it may have with respect to the SECURITY, or to otherwise impede, hinder, delay, prevent, obstruct or interfere with the BURNET County Treasurer's right to negotiate, redeem, collect and withdraw this SECURITY promptly.

ATTEST:

FINANCIAL INSTITUTION

ASSIGNOR

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Job Title: _____

Job Title: _____

Date: _____

Date: _____

EXHIBIT “E”

Real Property Documentation

This exhibit shall include the following documents:

- a. Legal description of property
- b. Current statements for each taxing unit.
- c. The property’s net value.
- d. A statement of whether the applicant is married, and if the applicant is married, a sworn statement from the applicant’s spouse agreeing to transfer to the Board.
- e. A statement of the existence of a co-owner of the property and, if so, a sworn statement from the co-owner agreeing to transfer to the Board.
- f. A photograph of the property is attached.
- g. A proposed Deed of Trust in the form approved by the Board which is attached hereto.
 - Statement agreeing to keep all taxes paid.
 - Statement agreeing to not further encumber the property.
 - Statement agreeing to maintain insurance on any improvements
 - Statement agreeing to name the Burnet County Bail Bond Board as the beneficiary of the insurance on the improvements.
- h. A Non-Homestead Affidavit and Designation of Homestead as **approved by the Board which is attached hereto.**

DEED OF TRUST

TERMS

Date: _____, 20 _____

Grantor: _____

Grantor's Mailing Address: _____

Trustee: Chairman of the Burnet County Bail Bond Board

Trustee's Mailing Address: 1701 E Polk Street, Burnet, Texas 78611

Bondholder: Burnet County Bail Bond Board

Bond Holder's Mailing Address: 1701 E Polk Street, Burnet, Texas 78611

Bond(s): All present and future Bail Bonds issued by Grantor in Burnet County, Texas to Bondholder.

Grantor is pledging \$_____ of the appraised value of \$_____ of the pledged property.

Property (including any improvements):

Prior Lien:

Other Exceptions to Conveyance and Warranty:

This conveyance is subject to all valid building and use restrictions, easements and right-of-way of record, visible or apparent, if any, and valid reservations of oil, gas and other mineral interests, if any.

For value received and to secure payment of the Bond(s), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the other Exceptions to Conveyance and Warranty. When Grantor ceases issuing bonds in Burnet County and upon payment of the Bond(s) and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Bondholder will release it at Grantor's expense.

CLAUSES AND COVENANTS

A. Grantor's Obligations (Applicant)

Grantor agrees to -----

1. Keep the Property in good repair and condition;
2. Pay all taxes and assessments on the property before delinquency;
3. Defend title to the property subject to the other Exceptions to Conveyance and Warrant and preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Bondholder, an insurance policy that---
 - a. Covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Bondholder approves a smaller amount in writing;
 - b. Contains an 80.0% co-insurance clause;
 - c. Provides fire and extended coverage, including windstorm clause;
 - d. Protects Bondholder with a standard mortgage clause;
 - e. Provides flood insurance at any time the Property is in a flood hazard area; and
 - f. Contains such other coverage as Bondholder may reasonably require;
5. Comply at all times with the requirements of the 80.0% co-insurance clause;
6. Deliver the insurance policy to Bondholder within 10 days of the date of this deed of trust and
 - a. deliver renewals to Bondholder at least 15 days before expiration;
7. Obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. Keep any buildings occupied as required by the insurance policy; and
9. If the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

B. Bondholder's Rights (Bail Bond Board)

1. Bondholder may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. Bondholder may, from any proceeds received under the insurance policy, either (1) retain the proceeds as a cash bond or (2) repair or replace damaged or destroyed improvements covered by the policy.
3. If the Grantor fails to perform any of Grantor's obligations, Bondholder may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the lesser of 18.0% per annum or the maximum rate allowed by law. The amount to be reimbursed will be secured by this deed of trust .
4. If a final judgment forfeiting a Bond is entered against the Grantor and Grantor fails to immediately pay the amount of the final judgment, or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Bondholder may:
 - a. Direct Trustee to foreclose this lien, in which case Bondholder or Bondholder's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - b. Purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the amount of the final judgment.
5. Bondholder may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties (Board Chair or designee)

If directed by Bondholder to foreclose the lien, Trustee will -

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. Sell and convey all or part of the property "as is" to the highest bidder for cash with a general warranty binding Grantor, subject to the prior lien and to other exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee:
3. From the proceeds of the sale, pay, in this order:
 - a. Expenses of foreclosure, including a reasonable commission to Trustee;
 - b. To Bondholder, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. Any amounts required by law to be paid before payment to Grantor; and
 - d. To Grantor, any balance; and
4. Be indemnified by Bondholder against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the property is sold under this deed of trust, Grantor must immediately surrender Possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if (i) the maturity date for the Bond(s) is dated after the date hereof or (ii) part of the property is released.
5. Grantor assigns the Bondholder all amount payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Bondholder will either release any remaining amounts to Grantor or hold such amount as a cash bond. Bondholder will not be liable for failure to collect or to exercise diligence in collecting any such amounts.
5. Grantor will immediately give Bondholder notice of any actual or threatened proceedings for condemnation of all or part of the property.
6. Grantor assigns to Bondholder absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Bondholder's licensee collect rent and other income and receipts as long as the Grantor is not in default under any Bond(s) or this deed of trust. If Grantor defaults in payment of any Bond(s) or performance of this deed of trust, Bondholder may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the property and collect all rent and other income and receipts. Bondholder neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Bondholder may apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Bondholder's rights and remedies and then to Grantor's obligations under the Bond(s) and this deed of

trust in the order determined by Bondholder. Bondholder is not required to act under this paragraph, and acting under this paragraph does not waive any of Bondholder's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Bondholder's filing a proof of claim in bankruptcy will be determined equivalent to the appointment of a receiver under Texas law.

7. Interest on the debt secured by this deed of trust will not exceed the maximum amount of no usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
8. At least 15 days before taxes and assessments on the property become delinquent, Grantor agrees to furnish Bondholder evidence satisfactory to Bondholder that all taxes and assessments on the property have been paid.
9. When the context requires, singular nouns pronouns include the plural.
10. The term Bond(s) includes all present and future Bond(s) issued by Grantor to Bondholder and all amounts secured by this deed of trust.
11. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
12. Grantor and each surety, endorser, and guarantor of the Bond(s) waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
13. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Bondholder's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
14. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
15. Grantor represents that this deed of trust is given to secure all Bond(s) presently issued to bondholder and which may be issued to Bondholder in the future.

License Applicant / Assignor Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

BURNET COUNTY BAIL BOND INDIVIDUAL APPLICATION

Agreement to Pay Taxes

STATE OF _____ §

COUNTY OF _____ §

I, _____ AGREE TO KEEP ALL TAXES PAID ON THE FOLLOWING DESCRIBED PROPERTY WHILE IT REMAINS IN TRUST:

EXECUTED this _____ day of _____, 20____.

License Applicant / Assignor Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

**NON-HOMESTEAD AFFIDAVIT AND DESIGNATION OF HOMESTEAD
(SINGLE APPLICANT)**

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ who, after being duly sworn, upon oath deposes and says: Affiant does not now reside upon, use in any manner, nor claim as a business or residence homestead, nor has any present intention of ever in the future residing upon, using or claiming as either a business or residence homestead, the following described property. Affiant hereby renounces and disclaims any homestead right, interest or exemption in such property, to-wit: (describe pledged property) Affiant now resides upon, use and claim as his or her legal homestead the following described property, to-wit (describe homestead property) which said last described property is improved with a dwelling house, is amply sufficient as a residence homestead for Affiant, and the fee simple title to which is vested in Affiant. Affiant hereby sets apart and designates the said last described property as the homestead to which he or she is entitled, under the Constitution and Laws of the State of Texas, exempt from forced sale, and Affiant further declares that said property last described is all of the property and the only property to which he or she is now entitled as a homestead exempt from forced sale. That this affidavit and designation is made to induce the Burnet County Bail Bond Board to grant or renew a license, or to increase the collateral related to such license, to operate as a bail bond surety for the execution of bail bonds secured by a deed of trust upon the property first described above.

EXECUTED this _____ day of _____, 20__.

License Applicant / Assignor Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

**NON-HOMESTEAD AFFIDAVIT AND DESIGNATION OF HOMESTEAD
(MARRIED APPLICANT)**

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ and spouse, _____, each of whom, after being duly sworn, upon oath deposes and says: Neither of them now resides upon, uses in any manner, nor claims as either a business or residence homestead, nor has any present intention of ever in the future residing upon, using or claiming as either a business or residence homestead, the following described property. Each hereby renounces and disclaims any homestead right, interest or exemption in such property, to-wit: (describe pledged property) That they now reside upon, use and claim as their legal homestead the following described property, to-wit (describe homestead property) which said last described property is improved with a dwelling house, is amply sufficient as a residence homestead for them, and the fee simple title to which is vested in them. They hereby set apart and designate the said last described property as the homestead to which their family is entitled, under the Constitution and Laws of the State of Texas, exempt from forced sale, and they further declare that said property last described is all of the property and the only property to which they are now entitled as a homestead exempt from forced sale. That this affidavit and designation is made to induce the Burnet County Bail Bond Board to grant or renew a license, or to increase the collateral related to such license, to operate as a bail bond surety for the execution of bail bonds secured by a deed of trust upon the property first described above.

EXECUTED this _____ day of _____, 20____.

License Applicant / Assignor Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

Spouse Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

**NON-HOMESTEAD AFFIDAVIT AND DESIGNATION OF HOMESTEAD
(CO-OWNER)**

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____ and co-owner, _____, each of whom, after being duly sworn, upon oath deposes and says: Neither of them now resides upon, uses in any manner, nor claims as either a business or residence homestead, nor has any present intention of ever in the future residing upon, using or claiming as either a business or residence homestead, the following described property. Each hereby renounces and disclaims any homestead right, interest or exemption in such property, to-wit: (describe pledged property) That they now reside upon, use and claim as their legal homestead the following described property, to-wit (describe homestead property) which said last described property is proved with a dwelling house, is amply sufficient as a residence homestead for them, and the fee simple title to which is vested in them. They hereby set apart and designate the said last described property as the homestead to which their family is entitled, under the Constitution and Laws of the State of Texas, exempt from forced sale, and they further declare that said property last described is all of the property and the only property to which they are now entitled as a homestead exempt from forced sale. That this affidavit and designation is made to induce the Burnet County Bail Bond Board to grant or renew a license, or to increase the collateral related to such license, to operate as a bail bond surety for the execution of bail bonds secured by a deed of trust upon the property first described above.

EXECUTED this _____ day of _____, 20____.

License Applicant / Assignor Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

EXECUTED this _____ day of _____, 20__.

Co-Owner Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXECUTED this _____ day of _____, 20__.

Co-Owner Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXECUTED this _____ day of _____, 20__.

Co-Owner Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

BURNET COUNTY BAIL BOND INDIVIDUAL APPLICATION

EXHIBIT "F"

FINANCIAL INFORMATION

TO: BURNET COUNTY BAIL BOND BOARD

PERSONAL FINANCIAL STATEMENT OF _____ AS OF _____ DAY OF _____, 20_____.

Attach extra pages if needed to complete any section.

SECTION 1: INDIVIDUAL INFORMATION			
Name:			
Residence Address:			
City, State, Zip:			
Position or Occupation:			
Business Name:			
Business Address:			
City, State, Zip:			
Residence Telephone:		Business Telephone:	
Social Security Number:		Date of Birth:	
Driver's License Number:		State:	

SECTION 2: BALANCE SHEET									
ASSETS (Round to Nearest Dollar)				LIABILITIES (Round to the Nearest Dollar)					
Cash (Schedule 1)				Notes Payable to Banks (Schedule 4)					
Securities (Section 2)		Marketable		Secured					
		Nonmarketable		Unsecured					
Notes and Accounts Receivable				Other Accounts and Notes Payable (Schedule 4)					
Professional Accounts Receivable				To Relatives					
Real Estate (Schedule 3)				To Others					
				Wholly-owned		Outstanding Credit Card Balances			
				Homestead		Owing on Real Estate (Schedule 3)		Wholly-Owned	
Partial Interest				Homestead					
Cash Surrender Value of Life Insurance (Section 4)				Income Taxes					
Autos		Year:	Make:	Value:	Taxes Owing				
		Year:	Make:	Value:	Other Taxes				
		Year:	Make:	Value:	Other Liabilities (Itemize)				
Oil Interest / Production Leases									
Personal Property – Household, Etc.									
Other Assets (Itemize)									
Total Assets				Total Liabilities					
				Net Worth					
				Total Liabilities and Net Worth					

SECTION 3: CONTINGENT LIABILITIES	
As Endorser	Other (Itemize)
As Guarantor	
On Leases or Contracts	Have you ever made a composition settlement or taken bankruptcy? If YES,
Legal Claims of Judgments	EXPLAIN:
Provision for Federal Income Tax	

SECTION 4: LIFE INSURANCE AND ANNUITIES (Including employer provided)

Company	Face Amount	Beneficiary	Cash Value	Policy Loan	Net Cash Value	Insured	Pledged? Yes or No

SECTION 5: SCHEDULES**NUMBER 1: CASH IN BANKS AND OTHER INSTITUTIONS**

NAME AND LOCATION	TYPE OF ACCOUNT	BALANCE

NUMBER 2a: SECURITIES – MARKETABLE i.e. GOVERNMENT ISSUES, LISTED SECURITIES

Face Value of Bond or No of Stock Shares	Description of Security	Stock Exchange	Total Cost	Present Market Value	Income Received Last Year	Registered to Whom	If Pledged, to Whom
TOTAL:				\$			

NUMBER 2b: SECURITIES – NONMARKETABLE i.e. CLOSELY HELD FIRMS

Face Value of Bond or No of Stock Shares	Description of Security	Total Cost	Present Market Value	Income Received Last Year	Registered to Whom	If Pledged, to Whom

NUMBER 3: REAL ESTATE. The legal and equitable title to all real estate listed in this statement is solely in the name of the undersigned, unless noted:

Description or Street Number	Date Acquired (MM/DD/YY)	Improvements Consist of	Mortgage or Lien Holder	Purchase Price	Current Debt Outstanding	Present Market Value

NUMBER 4: NOTES PAYABLE:

Holder's Name and Location	Original Commitment Amount	Date Opened (MM,DD,YY)	Current Balance	Maturity Date (MM,DD,YY)	Collateral

I, _____ do hereby acknowledge that this personal financial statement is being prepared for the purpose of submitting to the Burnet County Bail Bond Board an application for the renewal of a license to write bail bonds in Burnet County, Texas and that any false statement therein may be grounds for which the said Board may refuse to grant me a license to write bail bonds or upon which the Board may suspend or revoke my license to write bail bonds or refuse to renew my license.

I, _____ upon oath and upon the pains and penalties of perjury do hereby swear that the forgoing is a true, complete and accurate financial statement of myself, submitted by me to the Burnet County Bail Bond Board on this _____ day of _____, 20__.

License Applicant Signature

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

AUTHORIZATION OF RELEASE

Date: _____

I, _____ (Surety)

DBA: _____ (Business Name)

License #: _____

Address: _____

Phone #: _____ Last 4 numbers of SS#: _____

give my permission to have the information that I have provided in my financial statement dated _____, to acquire or renew a license with the Burnet County Bail Bond Board for the license period beginning _____ (month and year), be released to the designated person assigned by the Board. This person can investigate any and all information provided in the attached copy of the financial statement I have filed with the Burnet County Bail Bond Board.

The authorized person designated will have a letter of authority issued by the Burnet County Bail Bond Board. This authorization is in effect until final action is taken by the Board on the application / renewal dated _____.

License Applicant Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "G"

LETTER OF REFERENCE

On behalf of:

Applicant Name

Date: _____

To: Burnet County Bail Bond Board Members:

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared _____ who, after being duly sworn, deposes and said: My name is _____, I am _____ years of age. I live at _____.

I wish to state the following facts:

I have known the above referenced Applicant for at least three years. During this time, I have known this Applicant I have found Applicant to have a reputation of honesty, truthfulness, fair dealing, and competency. I recommend that the Applicant be approved for a bail bond license.

I have read the above statement consisting of _____ page(s), which is based on my personal knowledge, and it is true and correct.

Reference's Signature

Reference's Printed Name

Relationship to Applicant

Reference's Phone Number

Reference's Address

City, State, Zip

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "G"

LETTER OF REFERENCE

On behalf of:

Applicant Name

Date:

To: Burnet County Bail Bond Board Members:

STATE OF §

COUNTY OF §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared who, after being duly sworn, deposes and said: My name is I am years of age. I live at

I wish to state the following facts:

I have known the above referenced Applicant for at least three years. During this time, I have known this Applicant I have found Applicant to have a reputation of honesty, truthfulness, fair dealing, and competency. I recommend that the Applicant be approved for a bail bond license.

I have read the above statement consisting of page(s), which is based on my personal knowledge, and it is true and correct.

Reference's Signature

Reference's Printed Name

Relationship to Applicant

Reference's Phone Number

Reference's Address

City, State, Zip

SIGNED AND SWORN to before me on this day of , 20.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "G"

LETTER OF REFERENCE

On behalf of:

Applicant Name

Date: _____

To: Burnet County Bail Bond Board Members:

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared _____ who, after being duly sworn, deposes and said: My name is _____, I am _____ years of age. I live at _____.

I wish to state the following facts:

I have known the above referenced Applicant for at least three years. During this time, I have known this Applicant I have found Applicant to have a reputation of honesty, truthfulness, fair dealing, and competency. I recommend that the Applicant be approved for a bail bond license.

I have read the above statement consisting of _____ page(s), which is based on my personal knowledge, and it is true and correct.

Reference's Signature

Reference's Printed Name

Relationship to Applicant

Reference's Phone Number

Reference's Address

City, State, Zip

SIGNED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "H"

Photograph of Applicant

EXHIBIT "I"

Fingerprints of Applicant

EXHIBIT "J"

**APPLICANT'S STATEMENT REGARDING
LICENSURE IN ANOTHER COUNTY**

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared _____ who, after being duly sworn, deposes and said:

My name is _____, I am ____ years of age. I live at _____ . I wish to state the following facts:

As of the date of this application I am or have been licensed under the Texas Occupations Code Section 1704 in another county. The following is a list of each county in which the Corporation holds or has held a license.

COUNTY	DATE OF LICENSE

I have read the above statement consisting of _____ page(s), which is based on my personal knowledge, and it is true and correct.

Agent/Affiant

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

BURNET COUNTY BAIL BOND INDIVIDUAL APPLICATION

EXHIBIT "K"

FINAL JUDGMENTS REGARDING BAIL BONDS

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority on this day personally appeared _____, an authorized officer of _____ of who being by me duly sworn on oath the above stated: **APPLICANT MUST CHECK ONE OF THE BOXES BELOW**

As of the date of this application I have NO final judgments executed by me as a surety or as an agent for a surety in any county that have been unpaid for more than thirty (30) days and that arose directly or indirectly from any bail bond.

OR

As of the date of this application the following final judgment(s) that arose directly or indirectly from a bail bond executed by it as a surety or as an agent for a surety remain unpaid for more than thirty (30) days after issuance.

Table with 6 columns: COUNTY, COURT, CASE #, DEFENDANT'S NAME, JUDGMENT DATE, LIABILITY. The table is currently empty.

TOTAL NUMBER OF FINAL JUDGMENTS: _____ TOTAL AMOUNT OF LIABILITY: _____

License Applicant Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "L"

Statement of Denial, Suspension or Revocation

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority on this day personally appeared _____
who being by me duly sworn on oath the above stated:

As of the date of this application I have been denied a bail bond surety license or had a license suspended or
revoked as stated below:

COUNTY	DATE	ACTION (DENIAL, SUSPENSION OR REVOCATION)	REASON

Agent/Affiant

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "M"

Copies of Pending Judgments

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared _____ who, after being duly sworn, deposes and said: My name is _____, I am _____ years of age. I live at _____.

I wish to state the following facts:

Attached hereto is a copy of all outstanding unsatisfied Judgments pending against me.

I have read the above statement consisting of _____ page(s), which is based on my personal knowledge, and it is true and correct.

License Applicant Signature

Date

SIGNED AND SWORN to before me on this _____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "N"

APPLICATION FOR IDENTIFICATION CARD

BURNET COUNTY BAIL BOND BOARD
BURNET, TEXAS

NO APPLICATION SHALL BE DEEMED COMPLETE NOR SHALL ANY LICENSE ISSUED BECOME EFFECTIVE UNTIL ALL APPLICABLE PROVISIONS OF THE TEXAS OCCUPATIONS CODE, CHAPTER 1704, AND THE CURRENT RULES AND REGULATIONS OF THIS BOARD HAVE BEEN FULLY COMPLIED WITH.

Employee Name _____

FOR BOARD USE ONLY
DO NOT WRITE BELOW THIS LINE

Application Received by: _____ Date: _____

\$15.00 Fee Receipt Attached? Yes or No (Employee Only)

Bail Bond Licensee: _____

Assumed Name of Licensee's Company: _____

Outstanding un-satisfied forfeitures of judgments in any County: _____

Conditionally Approved / Denied Date: _____

Application Final Approval Granted by Board and License Issued on: _____

Employee Card Number: _____ Date Expires: _____

**CHECKLIST OF DOCUMENTS REQUIRED FOR APPLICATION
TO BE CONSIDERED BY THE BOARD**

- _____ A. Complete Original Application.
- _____ B. \$15.00 Application fee made payable to "Burnet County Bail Bond Board."
- _____ C. Two passport-sized photos of the applicant employee.
- _____ D. One full set of applicant's fingerprints. If this is a renewal application of a current Employee Card, the fingerprint card currently on file with the Burnet County Sheriff's Office is sufficient.
- _____ E. A Certified Copy of the applicant's Criminal History provided by the Texas Department of Public Safety obtained within last 60 days.

ORIGINAL or RENEWAL (Crile One) EMPLOYEE CARD APPLICATION

If Renewal, Current Employee Card Number: _____

Expiration Date of Current Employee Card: _____

Bail Bond Company Employee Since: _____

APPLICATION FOR BURNET COUNTY BAIL
BOND IDENTIFICATION CARD

The undersigned licensee is currently in good standing with the Burnet County Bail Bond Board and requests that the Board authorize the below named person to act as an employee on behalf of the licensee in Burnet County. Licensee understands and agrees that if this application receives approval, licensee shall be responsible for all bail bonds handled by the employee unless licensee informs the Board, pursuant to the procedures established in V.T.C.A. OCCUPATIONS CODE CHAPTER 1704, and the BURNET COUNTY BAIL BOND BOARD RULES, as amended, of any termination of employment.

1. Bail Bond Licensee: _____

Assumed Name of Licensee's Bonding Company: _____

Business Address: _____

City, State, Zip: _____

Business Telephone: _____ Fax: _____

2. Prospective Employee's Name: _____ Age: _____

DL State: _____ DL #: _____ Date of Birth: _____

Home Address: _____

City, State, Zip code: _____

Home Telephone: _____ Fax: _____

Length of Residence in Texas: _____ Citizen of the United States: Yes No

3. Prospective Employee's Spouse's Name: _____

Date of Birth: _____ DL State & #: _____ Age: _____

Home Address: _____

City, State, Zip code: _____

Home Telephone: _____ Fax: _____

4. Prospective Employee's Present Employer: _____

Type of Business: _____ Telephone: _____

Address: _____

Starting Date: _____ Present Title: _____

Present Duties: _____

Supervisor's Name and Phone: _____

May we contact your present employer? Yes _____ No _____

Does your employer know you are applying for a bail bond license? Yes _____ No _____

5. Has the prospective employee ever been connected in any way with any bail bonding company other than the current licensee? (Including ownership, partial interest in, worked for, etc.)? Yes ___ No ___. If "Yes", give full details including name, address, and telephone number of bonding company, name of licensed bondsman, county, and license number, as well as dates of employment, and reasons for leaving employment: _____

6. Has the prospective employee ever been denied or refused a Bail Bond License or Bail Bond Employee Card in any state or withdrawn an application to avoid such action? Yes ___ No ___. If "Yes", give full details including State, County, date and reason for denial or refusal:

7. Has the prospective employee ever been convicted of any felony or misdemeanor offense, in any jurisdiction? Yes ___ No ___. If "Yes", give full details including jurisdiction, State, County, case number, Court, charge, date of offense, and final disposition: _____

8. Are there any felony or misdemeanor charges currently pending against this prospective employee? Yes ___ No ___. If Yes, give full details including jurisdiction, State, County, case number, Court, charge, date of offense: _____

9. Licensee and employee agree that the Board may conduct an investigation into the prospective employee's criminal history and may consider the same in issuing, denying, suspending or revoking any approval of the employee's authority to act as an employee. Furthermore, licensee and employee understand and agree that if, after the issuance of an employee identification card, an indictment is returned or an information and complaint are filed charging employee with the commission of a felony offense or an offense involving moral turpitude, the licensee shall immediately notify the Board, suspend the authority of the employee and return the employee identification card to the Board during the pendency of such charges.

10. Licensee and employee agree this prospective employee is not authorized to act as an employee for any other bondsman licensee.

11. Employee has read and agrees to comply with all of the provisions of V.T.C.A. OCCUPATIONS CODE CHAPTER 1704 (THE BAIL BONDING ACT), and the BURNET COUNTY BAIL BOND BOARD RULES, as amended. Yes ___ No ___.

12. As of the date of this application, the Bail Bond Licensee responsible for this Employee Application has no unpaid final judgments of forfeiture in any County in which the licensee holds or has held a bonding license. True ___ Not True ___. If Not True, list all unpaid or partially paid final judgments relating to bail bond forfeitures and entered against the licensee: _____

LICENSEE & PROSPECTIVE EMPLOYEE'S OATH

I, the undersigned Burnet County Licensee, hereby swears, under penalty of perjury, that the information contained in this Application For Employee Card is true and correct.

Signature of Licensee

Assumed Name of Licensee's Business

Date

SWORN AND SUBSCRIBED to before me on this _____ day of _____, 20 ____.

Notary Public, State of Texas

I, the undersigned Employee hereby swear, under penalty of perjury, that the information contained in this Application For Employee Card is true and correct.

Signature of Licensee

Date

SWORN AND SUBSCRIBED to before me on this _____ day of _____, 20 ____.

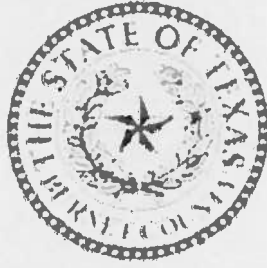
Notary Public, State of Texas

EXHIBIT "O"

Letter and Receipt of Criminal History Request

See attached letter to be used to have your criminal history request
sent to the Burnet County Bail Bond Board

Attach a copy of your receipt here to be turned in with your application.



**Burnet County Bail Bond Board
1701 East Polk Street
Burnet, Texas 78611**

**Texas Department of Public Safety
PO Box 4143
Austin, TX 78765-4143**

To Whom It May Concern:

The Burnet County Bail Bond Board requests a certified copy of a criminal record for the purpose of qualifying a bail bond license application. The Burnet County Bail Bond Board is required by Texas Occupations Code 1704.153 to review the criminal history of bail bond license applicants to determine if the applicant is qualified before issuing a license.

Please mail the criminal records to:

**Burnet County Bail Bond Board
1701 East Polk Street
Burnet, Texas 78611**

Thank you for your help in this matter. If you have any questions please contact me at (512) 715-5224.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Crowther", written over a horizontal line.

**Richard Crowther
Chairperson
Burnet County Bail Bond Board**