



LIC # 74606

DISCLOSURE NOTICE

CONDITION OF BOND:

1. The American Surety Company ("SURETY") P.O. Box 68932 Indianapolis, IN 46268, JCB Bail Bonds., shall have control and jurisdiction over the Principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the Principal to the proper officials at any time as provided by law.
2. It is understood that the occurrence of any one of the following events shall constitute a breach of Principal's obligation to the SURETY or its agents.
 - a. If the Principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY of its agents.
 - b. If Principal shall move from one address to another without notifying the surety or its agent in writing prior to said move.
 - c. If Principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
 - d. If Principal is arrested and incarcerated for any other offense other than a minor traffic violation.
 - e. If Principal shall make any false statement in the application.
 - f. If Principal fails to check in within 24 hours after being released

3. DEFENDANT MUST CHECK IN VIA THE JCB BAIL APP EVERY MONDAY. INITIALS _____

4. DEFENDANT MUST ACKNOWLEDGE "**AWARE**" ON THE JCB BAIL APP, 24 HOURS BEFORE EVERY COURT DATE. INITIALS _____

Court Date: _____ / _____ / _____ Court Time: _____ : _____ AM/PM Place: _____

If you are unable to download the JCB BAIL App you must check in to our office Monday and Friday each week.

PRINCIPAL CONSENT

By submitting your application, you agree with the Terms and Conditions outlined therein for use of our services, and authorize your disclosure, and your financial institution and telephone carrier to disclose information to us our vendors from you and your account and about you, including: name, billing address, email, phone number, financial, credit and personal information.

As part of our security measures to help prevent fraud and identity theft, when submitting your application and future transactions, you agree to allow us to verify that your mobile phone in in proximity to the transaction location, and when signing into your account, to verify that you are near the transaction computer. This location verification data will be saved with other transaction information and will be available for use in resolving any concerns you may have.

PRINCIPAL (DEFENDANT) ACKNOWLEDGEMENT

I have read and received a copy of this Disclosure Notice. I fully understand and agree that any breach of the conditions listed above may result in my surrender.

X _____
PRINCIPAL (DEFENDANT)

I have read and received a copy of this Disclosure Notice and understand and agree that should there be a breach by the principal of any of the conditions listed above, I must notify the Surety immediately upon my knowledge of said breach. I also understand that if the bond is surrendered, I will become responsible for any cost associated with said breach, including the forfeiture. I also understand that at any time I may request that the principal be surrendered by surety and agree to pay all costs incurred by surety as a result of undertaking. However, I do understand that the Surety has no legal duty to comply with said request for surrender.

X _____
INDEMNITOR

X _____
CO-INDEMNITOR



INS DISCLAIMER

DATE :

I agree and understand that in the event the defendant _____ is
DEFENDANT
detained or deported by the INS, there will be no refund of any fees received by JCB Bail Bonds and
that I am fully responsible for all forfeiture relate costs.

INDEMNITOR

SUBSCRIBED AND SWORN to before me this _____ day of _____ A.D. _____

Notary Public

Expiration

Yo _____ estoy de acuerdo que en caso de _____ sea
detenido o deportado por el departamento de servicios de inmigración , no habrá ningún tipo de
reembolso de dinero para la persona que pago a la compañía de JCB Bail Bonds por los servicios que
les ofrecimos y nos hacemos responsables por los costos que la corte pueda cobrar.

Firma: _____

INDEMNITOR

SUBSCRIBED AND SWORN to before me this _____ day of _____
_____ A.D.

Notary Public

(Expiration Date of Notary)

INDEMNITOR AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

Before me appeared _____,
(Indemnitor's Full Name) (Driver's License#, SS#)

and after being duly sworn stated:

"My name is _____, I am over the age of 18 (eighteen)

and competent to make this affidavit. I am swearing to this affidavit under PENALTIES OF PERJURY.

It is my desire to become a Co-Signer on the bond(s) of: _____.

His/Her bond(s) are set at \$ _____. It is my intention to induce **JCB Bail Bonds** to write this bond, in doing so, I swear that I have a net worth of \$ _____ greater than all my exempt properties, such as my homestead and any other properties that may be exempted, by State or Federal Law, from any judgements whatsoever. I further state, that if Mr./Mrs. _____ fails to appear in court, I will pay **JCB Bail Bonds** the full amount of the bond and any and all related costs incurred by JCB Bail Bonds for the Bond Forfeiture.

If Mr. / Mrs. _____ fails to appear in court and said bond(s) are forfeited, I will pay the judgement within 30 days. I will also sell whatever properties I have to meet my obligations as spelled out by this affidavit and all other documents I sign with **JCB Bail Bonds**.

(INDEMNITOR SIGNATURE)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Notary Public



READ CAREFULLY- YOU ARE ASSUMING SPECIFIC OBLIGATIONS

INDEMNITY AGREEMENT

At the request of the undersigned _____ or "Indemnitor(s)", JCB Bail Bonds and Juan Carlos Bernabe Jr. in his capacity as an agent of American Surety Company herein P.O. Box 68932 Indianapolis, IN 46268 "Bonding Company" or "Surety" for securing the release of the following individual, _____ from jail, herein in referred to as Bonded Person/Principal. I hereby acknowledged, we or either of us, as principals, promise to pay in Houston, Harris County, Texas, the sum of _____ dollars (\$ _____), in legal money of the United States of America, with interest thereon at the rate of ten percent (10%) per annum from date until paid. If more than one bond is made or has been made, then this Agreement shall extend to cover all such bonds and the terms of this Agreement shall apply and be enforceable against each bond individually or as a group. Promissory Note (Exhibit 1) is herein incorporated by reference and attached.

NOW THEREFORE, for and in valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the further consideration that Bonding Company would not execute this bond or bonds in any amount without the indemnity of this Agreement. The undersigned whether one or more do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns as follows:

1. The undersigned Indemnitor will have the aforesaid Principal before the proper court from day to day and from term to term as may be ordered or required by the court or any other court to which the case or bond(s) may be transferred, Surety has no liability or obligation to inform or keep the Principal or the undersigned Indemnitor informed of any such dates or times the Principal may be required to appear in any court or for any hearing, this being the sole responsibility of the Principal and the undersigned Indemnitor. The undersigned Indemnitor will further make sure that the Principal obeys the orders of all the courts and all agreements that are made in the criminal proceeding that is related to the Bond(s).
2. Indemnitor and Defendant agree to pay JCB Bail Bonds. and Juan Carlos Bernabe Jr. within five (5) days after the written notice of any outstanding balance of Bonded Person as a result of bond forfeiture. Interest shall accrue on all amounts that are due and unpaid under this agreement, at the highest rate allowed by law. TIME IS OF THE ESSENCE.
3. Whereas a bond forfeiture occurs when it appears it appears to the judge of the court where the Bonded Person's case is docketed that Bonded Person did not appear in court and the judge so designates, notes, recites or expresses that the same on the court's docket.
4. The Indemnitor hereby promises to pay the Surety the total amount of all the Bonds plus interest thereon if: (A) any of the following events occurs: (1) if a court orders any of the Bonds to be forfeited or revokes any of the Bonds, (2) if the Principal fails to appear in court as ordered or agreed, (3) if the Principal fails to comply with any court order or agreement, (4) if a final judgment is entered on any of the Bonds, (5) if the Surety withdraws from any of its obligations (6) if the Indemnitor breaches any provision of his agreement or any provision of any security agreement or deed of trust that is signed to secure the performance of this agreement, or (7) if the Indemnitor fails to indemnify the Surety in accordance with this Agreement (B) the Surety provides notice to the Indemnitor of the occurrence of the event(s) and makes demand in that notice for the payment of any such sums demanded.
5. In addition to the above, The undersigned will at all times indemnify and hold Surety harmless from every claim, demand, liability, cost, charge, counsel fee, expense, suit or order, judgment or adjudication whatsoever which said Bonding Company shall or may for any cause sustain or incur by reason or in consequence of the Bonding Company having executed said bond or undertaking, and will, upon demand by Bonding Company, place the Bonding Company in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication against by any reason of such suretyship, and before Bonding Company shall be required to pay the same.
6. The undersigned Indemnitor agrees to pay the Bonding Company all reasonable and necessary expenses incurred, if any therein attempting to locate, find, attach and submit Bonded Person as a result of bond forfeiture.
7. If the Bonded Person's charge is dismissed and refilled under a different case number, or if the principal shall be charged, re-charged, indicted or re-indicted, for the same or similar offense, the undersigned hereby acknowledges all the liability under this Agreement as if it were the original charge against the principal, it being the intention of the parties hereto that the undersigned shall remain liable to Bonding Company do long as there remains any liability, potential liability or loss resulting from the execution of the bond, bonds made as the basis of this agreement.
8. In the event of collection or forfeiture of this bond, then the undersigned hereby agrees and promises to pay an additional sum as reasonable fees for the collection, including but not limited to attorney's fee, which in no event shall be less than fifty percent (50%) of the principal and interest then owing.
9. It is expressly agreed and provided that after this note becomes due and payable, the holder hereof may agree with any of us to accept partial payments in installments and such agreement or payments shall not affect the liability of the other makers who shall remain bound for the payment thereof

READ CAREFULLY. THIS IS AN AGREEMENT TO GUARANTEE THE DEBTS OF YOURSELF OR OF ANOTHER.

10. Venue of any action related to this Agreement shall be in Harris County, Texas. It is expressly agreed and provided that if suit is necessary for collection of this note, the holder hereof may sue any or all of the undersigned and any party not served with citation therein shall not be released but remain bound for the payment hereof. This document is executed pursuant to, and under the laws of the State of Texas, and that it is in the intent of the Principals hereof that the, laws of the State of Texas shall govern.

11. If any provision or provisions of this agreement be void and/or unenforceable under the laws or any place governing its construction or enforcement, this Agreement shall not be void or vitiated thereby but shall be constructed and enforced with the same effect as if the provision or provisions were omitted.

12. The undersigned hereby gives a security interest in the following property for the execution and faithful performance of this Agreement and shall secure the payment of all claims, demands, liabilities, cost, charges, legal fees, disbursements and expenses, including failure to pay the full amount of the bonding fee. The undersigned shall, at his own expense, insure said property from theft, damage, loss, disappearance or failure of Surety to return said property. Surety shall use reasonable care in the safekeeping of said property, however, should the same be stolen, lost, damaged or destroyed or disappear in any manner while in the possession or constructive possession of Surety, the undersigned's exclusive and only recourse shall be against the insurance policy and the undersigned hereby holds the Surety harmless for failure to return of said property. The undersigned hereby grants to Surety a security interest and mortgages to Surety the following described property which shall remain in the possession of Surety until all liabilities of the undersigned have been discharged or until Surety until all liabilities of the undersigned have been discharged or until Surety voluntarily returns to the undersigned:

- Description of property:
- ☐ Cash
 - ☐ Property: Deed Attached ☐
 - ☐ Other Valuables

13. The undersigned hereby acknowledges that this indemnity Agreement sets forth all the terms of the agreement between Bonding Company and that undersigned. All statements, representations affirmations made by Surety and/or its agents or employees prior to or contemporaneously with the execution of this Agreement are incorporated herein and unless contained are of no force and effect whatever in determining the liability of the undersigned under this Agreement. The undersigned hereby states that the said Surety, it agents or employees have not recommended or suggested any attorney or firm of attorneys to represent the principal in any capacity.

14. If the property or any part thereof given as security for this Agreement as cash money, then the undersigned agrees that Surety is not under a duty to hold said cash in escrow. Additionally, no interest or increase shall ever be due or payable at any time.

15. I hereby acknowledge that the service of Bonding Company is provided for compensation. I have read and understood Theft of Service and read the attach Tex. Penal Code §31.04 (a)(1) incorporated (Exhibit 2).

16. Surety may declare this Agreement to be in default upon the belief that any obligation secured hereby or if the performance of this Agreement is impaired. Surety shall have all the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law as well as any additional rights, as provided herein and permitted under the law. The waiver of any default hereunder shall not be a waiver of any subsequent default.

17. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - PLEASE READ CAREFULLY

SIGNED on this _____ day of _____, 2026

CO-INDEMNITOR

INDEMNITOR

DEFENDANT

JCB Bail Bonds

Notary Public in and for the State of Texas

PROMISSORY NOTE

This Promissory Note (the "Note") is made and effective the _____ day of _____, 2026

BETWEEN: Juan Carlos Bernabe Jr., JCB Bail Bonds in his capacity as an agent of American Surety Company "Holder" P.O. Box 68932 Indianapolis, IN 46268

AND: _____ (the "Maker or Payee"), an individual

TERMS

1. FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged as principal promises to pay to the order of Holder in Harris County Texas, at such other place that is designated in writing by the holder hereof, the sum of \$_____, together with all charges and interest in the rate of ten percent (10%) per annum from date until paid.
This note is due and payable in full as follows at the election of the holder:
WITHOUT demand or notice upon the forfeiture of Bail Bond of _____,
in Case No. _____ in _____ County, Texas.
Or upon DEMAND, and Demand upon one maker of the note shall be sufficient notice as Demand upon said makers, whether made orally or in writing.
2. If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note or any deed of trust or warranty deed with vendor's lien securing it, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If the default is not cured ten days after notice, Borrower and each surety, endorser, and guarantor 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.
3. This note is payable in U.S. Dollars. At any time the maximum rate of interest applicable to this transaction shall not exceed the legal maximum rate of interest for a note of this type. Any sums paid in excess of any lawful limitation shall be applied to principal.
4. Enforceability of this note or acceptance of partial payment from one maker in installments or in full shall not affect the liability of the other Makers who shall remain bound for payment thereof.
5. Upon any default, Maker agrees to pay a reasonable attorney's fee for any and all services of an attorney, whether in or out of court, and for appeal and post-judgment collection legal services.
6. The remedies of this Note are cumulative and concurrent and may be pursued singularly or successively together, at the sole discretion of the holder, and may be exercised as often as occasion therefor shall occur. The waiver by Holder or failure to enforce any term, covenant or condition of this Note or to declare any default hereunder, shall not operate as a waiver of any subsequent default or affect the right of the holder to exercise any right or remedy not expressly waived in writing by the holder.
7. The unenforceability or invalidity of any one or more provisions of this Note shall not render any other provision herein contained unenforceable or invalid. This note shall be construed under the laws of the State of Texas. Venue of any action related to this Promissory Note shall be in Harris County, Texas.

Maker hereby acknowledges receipt of a copy of this Promissory Note and have read understand the provision of the same before signing below.

IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be duly executed as of the date first written below.

YOU ARE ASSUMING SPECIFIC OBLIGATIONS -PLEASE READ CAREFULLY

SIGNED on this _____ day of _____, 2026

PRINCIPAL

Notary Public in and for the State of Texas

JCB Bail Bonds

§ 31.04. THEFT OF SERVICE.

(a) A person commits theft of service if, with intent to avoid payment for service that he knows is provided only for compensation:

- (1) he intentionally or knowingly secures performance of the service by deception, threat, or false token;
- (2) having control over the disposition of services of another to which he is not entitled, he intentionally or knowingly diverts the other's services to his own benefit or to the benefit of another not entitled to them;
- (3) having control of personal property under a written rental agreement, he holds the property beyond the expiration of the rental period without the effective consent of the owner of the property, thereby depriving the owner of the property of its use in further rentals; or

(4) he intentionally or knowingly secures the performance of the service by agreeing to provide compensation and, after the service is rendered, fails to make payment after receiving notice demanding payment.

(b) For purposes of this section, intent to avoid payment is presumed if:

(1) the actor absconded without paying for the service or expressly refused to pay for the service in circumstances where payment is ordinarily made immediately upon rendering of the service, as in hotels, campgrounds, recreational vehicle parks, restaurants, and comparable establishments;

(2) the actor failed to make payment under a service agreement within 10 days after receiving notice demanding payment;

(3) the actor returns property held under a rental agreement after the expiration of the rental agreement and fails to pay the applicable rental charge for the property within 10 days after the date on which the actor received notice demanding payment; or

(4) the actor failed to return the property held under a rental agreement:

(A) within five days after receiving notice demanding return, if the property is valued at less than \$1,500; or

(B) within three days after receiving notice demanding return, if the property is valued at \$1,500 or more.

(c) For purposes of Subsections (a)(4), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail with return receipt requested or by telegram with report of delivery requested, and addressed to the actor at his address shown on the rental agreement or service agreement.

(d) If written notice is given in accordance with Subsection (c), it is presumed that the notice was received no later than five days after it was sent.

(e) An offense under this section is:

(1) a Class C misdemeanor if the value of the service stolen is less than \$20;

(2) a Class B misdemeanor if the value of the service stolen is \$20 or more but less than \$500;

(3) a Class A misdemeanor if the value of the service stolen is \$500 or more but less than \$1,500;

(4) a state jail felony if the value of the service stolen is \$1,500 or more but less than \$20,000;

(5) a felony of the third degree if the value of the service stolen is \$20,000 or more but less than \$100,000;

(6) a felony of the second degree if the value of the service stolen is \$100,000 or more but less than \$200,000; or

(7) a felony of the first degree if the value of the service stolen is \$200,000 or more.

(f) Notwithstanding any other provision of this code, any police or other report of stolen vehicles by a political subdivision of this state shall include on the report any rental vehicles whose renters have been shown to such reporting agency to be in violation of Subsection (b)(2) and shall indicate that the renting agency has complied with the notice requirements demanding return as provided in this section.

(g) It is a defense to prosecution under this section that:

(1) the defendant secured the performance of the service by giving a post-dated check or similar sight order to the person performing the service; and

(2) the person performing the service or any other person presented the check or sight order for payment before the date on the check or sight order.

I, _____ have read and understood the above law concerning THEFT OF SERVICE. I understand that I owe JCB Bail Bonds \$_____ for the service of posting my bail bond in the amount of \$_____. I also understand that if I fail to pay JCB Bail Bonds, 6906 Denison St. Suite #A, Houston, Texas 77020, all remedies for Theft of Service recoverable under the law.

INDEMNITOR PRINT

DEFENDANT PRINT

INDEMNITOR SIGNATURE

DEFENDANT SIGNATURE

DATE

DATE

CO-INDEMNITOR PRINT

CO-INDEMNITOR SIGNATURE

DATE