

## HOPKINS COUNTY BAIL BOND BOARD

c/o HCBBB Coordinator  
118 Church Street  
Sulphur Springs, Texas 75482  
(903) 438-4004  
ecl@hopkinscountytexas.org

*Judge Robert Newsom, Chairman, County Judge*  
*Judge Clay Harrison, County Court at Law Judge*  
*Judge Eddie Northcutt, 8th District Judge*  
*Will Ramsay, District Attorney*  
*Tracy Smith, County Clerk*

*Cheryl Fulcher, District Clerk*  
*Danny Davis, Treasurer*  
*Judge BJ Teer, Justice of the Peace Precinct 1*  
*Whitney Waller, Sheriff's Office Rep.*  
*C.J. Duffey, Local Bondsmen Rep.*

### **HOPKINS COUNTY BAIL BOND BOARD SECURITY AGREEMENT**

1. This is a pledge/security agreement between the Hopkins County Bail Bond Board ("the Board") and \_\_\_\_\_, hereinafter "Licensed Bail Bond Surety," entered into on this date.
2. In consideration of the Board granting a Bail Bond License as provided in the Texas Occupation Code Chapter 1704 (Vernon Sup 2003), Licensed Bail Bond Surety hereby grants the Board a security interest in that certain Certificate of Deposit ("CD") representing funds at \_\_\_\_\_ ("the Bank") numbered \_\_\_\_\_ and dated \_\_\_\_\_ and in the face amount of \_\_\_\_\_. The CD represents the security required by the Texas Occupations Code for a Bail Bond License.
3. The Bank hereby acknowledges and accepts this Security Agreement and the purpose of securing a Bail Bond License as prescribed by Texas law. The Board's claim on this CD is superior to any claim the Bank may have.
4. The Original Certificate of Deposit shall be tendered to the Hopkins County Treasurer or his/her successor, assigns, or designees as provided by the Texas Occupation Code. The Hopkins County Treasurer acts on behalf of the Board for the purposes and uses of the CD.
5. Licensed Bail Bond Surety shall pay a Final Judgment on a forfeiture of a bail bond executed by a Licensed Bail Bond Surety not later than the 31<sup>st</sup> day after the date of the Final Judgment unless a timely Motion for New Trial or a Notice of Appeal has been filed according to the Texas Occupation Code 1704.201. If Licensed Bail Bond Surety fails to pay a Final Judgment as required, the Treasurer shall pay the Judgment from the funds of the CD without further notice to Licensed Bail Bond Surety from the Board. The Hopkins County Treasurer may redeem the CD for unpaid judgments.
6. It is agreed that this is a continuing agreement and that the provisions of this agreement apply to all future Bail Bond transactions between the Board and Licensed Bail Bond Surety.

7. Texas law shall apply to this security agreement.
8. This agreement insures to the benefit of the parties herein, their representative, heirs, executors, administrators, legal representatives, successors, and assigns.
9. In the event any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal or unenforceable, all other provisions remain valid, binding, and effective as if the invalid, illegal, or unenforceable provisions had not been included.
10. This agreement constitutes the sole agreement of the parties and supersedes any prior understanding or written or oral agreements regarding this security. This agreement is subject to the Texas Occupation Code and its provisions.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Authorized Agent for

\_\_\_\_\_  
Authorized Agent for

\_\_\_\_\_  
Authorized Agent for

\_\_\_\_\_  
Authorized Agent for

SURETY'S ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

On this day, personally appeared before me, the undersigned Notary Public, \_\_\_\_\_ who is the duly authorized Representative of the Surety. I administered an oath on him/her. Upon his/her oath, he/she said he/she read the foregoing Security Agreement and acknowledged that he/she had the authority to enter into such Security Agreement and further acknowledged that it was executed for the purposes stated within such Security Agreement.

SWORN TO, and SUBSCRIBED before me by \_\_\_\_\_, on the \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

SURETY'S ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

On this day, personally appeared before me, the undersigned Notary Public, \_\_\_\_\_ who is the duly authorized Representative of the Bank. I administered an oath on him/her. Upon his/her oath, he/she said he/she read the foregoing Security Agreement and acknowledged that he/she had the authority to enter into such Security Agreement and further acknowledged that it was executed for the purposes stated within such Security Agreement.

SWORN TO, and SUBSCRIBED before me by \_\_\_\_\_, on the \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

ACCEPTED:

\_\_\_\_\_  
CHAIRMAN  
HOPKINS COUNTY BAIL BOND BOARD