

SENECA INSURANCE COMPANY, INC.
11490 Westheimer Rd., Suite 300 77077
P.O. Box 2807 • Houston, Texas 77252-2807
(713) 954-8100 • (713) 954-8389 FAX



Stamped Name, Agency Name, Address, Phone Number
and License Number of The Bail Bonding Agent

PREMIUM FINANCE AGREEMENT & PROMISSORY NOTE

PURSUANT TO Connecticut Public Act No. 11-45 Section 4(b):

If a Surety Bail Bond Agent enters into a premium financing arrangement, such Agent shall require (1) the principal on the bail bond or any indemnitor to make a minimum down payment of thirty-five per cent of the premium due, at the premium rate approved by the commissioner pursuant to chapter 701 of the general statutes, and (2) the principal and any indemnitor to execute a promissory note for the balance of the premium due. Such promissory note shall provide that such balance shall be paid not later than fifteen months after the date of the execution of the bail bond. If such balance has not been paid in full to the Surety Bail Bond Agent by the due date or a payment due under such arrangement is more than sixty days in arrears, such agent shall file a civil action seeking appropriate relief with the court not later than seventy-five days after such due date. The Surety Bail Bond Agent shall make a diligent effort to obtain judgment after filing such complaint on such promissory note unless good cause is shown for failure to obtain judgment, including, but not limited to, the filing for bankruptcy by the principal or the indemnitor or failure to serve process despite good faith efforts.

THEREFORE, THIS PREMIUM FINANCE AGREEMENT & PROMISSORY NOTE (hereinafter "Note") is made jointly and severally between the undersigned _____

(collectively referred to herein as "Maker") and _____ ("Bail Bonding Agent").

For value received, and pursuant to the terms provided below, Maker promises to pay the Bail Bonding Agent the principal sum of \$ _____ (hereinafter the "Premium Amount").

The Bail Bonding Agent hereby acknowledges receipt of \$ _____, which is thirty-five percent (35%) of the total premium due, at the rate approved by the commissioner pursuant to chapter 701 of the Connecticut General Statutes.

Maker shall make _____ monthly payments of (\$ _____) no later than the _____ calendar day of each month beginning on _____.

To the extent that the Bail Bonding Agent should seek to enforce the Premium Amount pursuant to this Note, Maker will not raise any defenses to the validity of this Note.

A "Default" under this Note is defined as the failure by Maker to timely pay to the Bail Bonding Agent any monthly payment as described above. If such balance has not been paid in full to the Bail Bonding Agent by the due date or a payment due under such arrangement is more than sixty (60) days in arrears, the Bail Bonding Agent shall file a civil action seeking appropriate relief with the court not later than seventy-five (75) days after such due date.

Maker shall maintain with the Bail Bonding Agent a current address at which any notices to Maker may be mailed.

If it becomes necessary for any party to commence legal action to enforce the terms of this Promissory Note, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and all of its taxable costs and expenses incurred in connection with such action.

This Premium Finance Agreement & Promissory Note may be partially or fully prepaid, at any time, without penalty.

The Maker hereby waives diligence, demand, presentment for payment and protest, and consent to the extension of time of payment of this Note, without notice.

In witness whereof, Maker has executed this Premium Finance Agreement & Promissory Note as of the first date set forth below.

X _____ Date _____
Maker – Defendant

STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this _____ day of _____, 20_____,
by _____ (Maker – Defendant).

Notary Public
My Commission Expires: _____

X _____ Date _____
Maker – Indemnitor

STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this _____ day of _____, 20_____,
by _____ (Maker – Indemnitor).

Notary Public
My Commission Expires: _____

X _____ Date _____
Maker – Indemnitor

STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this _____ day of _____, 20_____,
by _____ (Maker – Indemnitor).

Notary Public
My Commission Expires: _____

X _____ Date _____
Bail Bonding Agent

STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this _____ day of _____, 20_____,
by _____ (Bail Bonding Agent).

Notary Public
My Commission Expires: _____