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W.J. "BILL" McCUEN  
SECRETARY OF STATE  
LITTLE ROCK, ARKANSAS

# ARKANSAS REGISTER

## Transmittal Sheet

W.J. "Bill" McCuen, SECRETARY OF STATE  
STATE CAPITOL  
LITTLE ROCK, AR 72201

For Office  
Use Only:

Effective Date 8-21-90 Code Number 054.00.90--003

Name of Agency Arkansas Insurance Department

Department Legal Division

Contact Person Steve Uhrynowycz Telephone 371-1811

Statutory Authority for Promulgating Rules Ark. Code Ann.

\$17-17-106 and \$25-15-203(2)

Intended  
Effective Date

Date

Legal Notice Published

4/29/90-5/13/90

☐ Emergency

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4/20/90

☐ Other

Reviewed by Legislative Council

7/17/90

Adopted by State Agency

7/27/90

## CERTIFICATION OF AUTHORIZED OFFICER

I Hereby Certify That The Attached Rules Were Adopted  
In Compliance With Act 434 of 1967 As Amended.

Don Taylor

SIGNATURE

Insurance Commissioner

TITLE

7-27-90

DATE

FILED  
AR. REGISTER DIV.

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W.J. "BILL" McQUEEN  
SECRETARY OF STATE  
LITTLE ROCK, ARKANSAS

BY \_\_\_\_\_

RULE AND REGULATION 36

REGULATION OF BAIL BOND BUSINESS

SECTION

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## SECTION 1. PURPOSE

The purpose of this Rule and Regulation is to set specific requirements that should be followed by companies engaged in the bail bond business in this State, pursuant to Act 417 of 1989.

## SECTION 2. AUTHORITY

This Rule is issued pursuant to the authority vested in the Commissioner under Ark. Code Ann. §§25-15-201, et seq., and all other applicable provisions of Arkansas law.

## SECTION 3. EFFECTIVE DATE AND APPLICABILITY

This Rule and Regulation shall be effective September 1, 1990 and shall be applicable to all qualified professional bail bond companies and their licensees and all applicants for a professional bail bond company or individual bail bondsman license.

## SECTION 4. DEFINITIONS

The following definitions are issued in this Rule and Regulation and shall have the following meaning:

- A. "Department" shall mean the Arkansas Insurance Department;
- B. "Commissioner" shall mean the Commissioner of Insurance;
- C. "Company" shall mean a professional bail bond company as defined by Ark. Code Ann. §17-17-101(7);
- D. "Bail bondsman" shall mean a professional bail bondsman as defined by Ark. Code Ann. §17-17-101(6);
- E. "Premium" shall mean the money paid to a bail bondsman or professional bail bond company for release of an arrestee;
- F. "Arrestee" shall mean any person actually detained or subject to detention in custody whose release may lawfully be effected by bail;
- G. "Licensee" shall mean a professional bail bond company or a professional bail bondsman;
- H. "Bail bond" shall mean a bond for a specified monetary amount executed by the defendant or principal and a qualified licensee which is issued to a court, magistrate, or authorized officer as security for the subsequent court appearance of the defendant upon his release from actual custody pending the appearance;

I. "Jail" shall mean any police station, sheriff's office or other place where persons in the custody of the law are detained;

J. "Principal" shall mean the person(s) paying the bail bond premium and/or giving the collateral.

#### SECTION 5. BAIL BOND FORM

Every bail bond issued by a professional bail bond company or its licensee(s) shall be substantially in the form prescribed in Appendix "A" of this Rule.

#### SECTION 6. QUALIFYING POWER OF ATTORNEY FORM

A. Each company, upon either an initial or renewal application for a company license, must submit to this Department a Qualifying Power of Attorney from the company, specifying the authority limits of each of its licensees.

B. The Qualifying Power of Attorney shall be executed in the form prescribed in Appendix "B" of this Rule.

C. Those companies operating as sole proprietorships shall not be required to execute and file a Qualifying Power of Attorney form unless such a company has licensees other than the sole proprietor.

#### SECTION 7. REGULAR POWER OF ATTORNEY FORM

Every bond executed by a bail bondsman shall have attached to it a numbered power of attorney indicating a valid appointment from a professional bail bond company and referring to that company. The power of attorney shall be in the form prescribed in Appendix "C" of this Rule. A sole proprietor of a company shall attach to bonds he executes an affidavit of sole proprietorship in the form prescribed by Appendix "D" of this Rule.

#### SECTION 8. COMPANY CODES

A. Upon issuance of a license to a professional bail bond company, the Department shall assign an alpha code which will be particular to that company. For each individual licensee of that company, the Department will assign a consecutive numerical code.

B. All codes assigned by the Department shall appear in the upper right hand corner of any bail bonds, powers of attorney, collateral receipts, quarterly reports or premium receipts executed by the licensee, and may be printed or written in ink.

## SECTION 9. QUARTERLY REPORTS

A. Every company shall file with the Department a quarterly report as required by Ark. Code Ann. §17-17-303(c). The report shall be made in the form as prescribed in Appendix "E" of this Rule. The form may be either printed or computer generated. Bonds required to be listed should be listed in sequential number order.

B. The first quarterly report will be for the period ending June 30, 1989. Subsequent due dates are as follows:

<u>Period Covered</u>	<u>Due Date</u>
July 1 - September 30	October 15
October 1 - December 31	January 15
January 1 - March 31	April 15
April 1 - June 30	July 15

C. Companies may request an extension of time for filing a Quarterly Report from the Finance Division. Such request must be written, received, and approved in advance of the due date, and must be for good cause shown.

## SECTION 10. SECURED BAIL BONDS

A "secured" bail bond is one which is secured by a grant of an interest in identifiable tangible property. A promissory note, whether or not co-signed, will not be considered security. A bail bond is only secured up to an amount equal to the fair market value of the interest granted in tangible property. If the amount of the bond exceeds the value of the security, that amount so exceeding the value of the security shall be considered unsecured.

## SECTION 11. UNSECURED BOND COMMITMENT; PENALTIES

A. If a professional bail bond company exceeds the unsecured bond commitment amount prescribed by Ark. Code Ann. §17-17-304, such company will have twenty (20) days from receipt of written notice from the Commissioner to bring its unsecured bond commitment into compliance with Code requirements, provided however no unsecured bonds shall be written by any company while such company is out of compliance.

B. Any company on notice that it is out of compliance shall submit proof within twenty (20) days that it has rectified the violation by the posting of an additional certificate of deposit or clean irrevocable letter of credit for an additional amount.

C. The license of any company which fails to cure its violations of Ark. Code Ann. §17-17-304 may be automatically suspended by order of the Commissioner and a hearing to show cause why the license should not be revoked shall be held within ten (10) days of the suspension. If after hearing, the Commissioner finds that an unrectified violation exists, he may revoke the license of the offending company.

#### SECTION 12. CLEAN IRREVOCABLE LETTER OF CREDIT

Every company posting a clean irrevocable letter of credit with the Department pursuant to Ark. Code Ann. §17-17-205(a)(2) (A) shall post such letter using the form approved by the Commissioner and contained in Appendix "F" of this Rule. Copies of the clean irrevocable letter of credit may be obtained from the License Division of the Department. Substituted forms from financial institutions are not acceptable.

#### SECTION 13. CERTIFICATES OF DEPOSIT

Any certificate of deposit filed with the Commissioner pursuant to Ark. Code Ann. §17-17-205(a)(1) shall be a certificate of deposit issued by an Arkansas or federally chartered bank located in Arkansas.

#### SECTION 14. LICENSE REQUIRED

A. Any licensed bail bondsman or company who permits any person not so licensed to solicit or engage in the bail bond business in his behalf shall be deemed in violation of Ark. Code Ann. §17-17-201.

B. The definition of bail bond business shall not include those individuals employed solely for the performance of clerical, stenographic, investigative or other administrative duties if the employee's compensation is not related to the number of bail bonds written.

#### SECTION 15. LICENSE RENEWAL, HEARINGS, REVOCATION OR SUSPENSION OF LICENSE

By reference the provisions contained in Ark. Code Ann. §§23-61-301 through 23-61-306 and §25-15-211 shall be applicable to the licenses issued by the Commissioner under Ark. Code Ann. §17-17-201, et seq. and the proceedings authorized thereunder.

#### SECTION 16. LICENSE DENIAL

A bail bondsman's license shall not be issued or renewed to any individual if that individual is:

A. Regularly or frequently employed by:

- (1) A court of law; or
- (2) A public law enforcement agency.

B. An attorney licensed by the State of Arkansas or an employee of any such attorney.

C. A person or entity whose license has been previously revoked.

#### SECTION 17. FINANCIAL STATEMENTS; GUIDELINES

A. Any assets listed on the financial statement of a corporation seeking to be licensed or relicensed shall be assets directly owned by the corporation and held in the name of such corporation. Assets listed on the financial statement of a partnership seeking licensure or relicensure as a professional bail bond company shall be those assets owned by the partnership; assets owned individually by one partner may also be listed as long as such assets are identified separately on the financial statement. Assets of the sole proprietor shall be those personally owned and held by such proprietor.

B. Certificates of Deposit which are filed with the Commissioner pursuant to Ark. Code Ann. §17-17-205(a)(1) must be identified on financial statements.

C. Any real or personal property listed as an asset must be property not subject to the exemption laws of this state, unless a waiver to said exemption has been properly executed and filed with the financial statement. Notes receivable from arrestees and principals shall not be considered an asset. Property held as collateral on a bond shall not be considered an asset.

D. The Commissioner may request any documentation to verify the worth of any asset listed or to show the extent of any encumbrance or the lack of any encumbrance. Any real or personal property valued at over \$10,000 shall be shown at its current appraised valuation unless such asset is in the form of cash or bank deposits; then the value shall be their actual value, or in the case of bonds or publicly traded stock, the actual market value. Licensees listing stocks issued by closely held corporations and/or which are not publicly traded must include a written statement of the stock valuation from a corporate officer and a current audited financial statement. Any appraisal or financial statement submitted shall be from a qualified, independent and objective source.

SECTION 18. CERTIFICATE OF DEPOSIT AND CLEAN IRREVOCABLE LETTER  
OF CREDIT; RELEASE

Any company desiring the release of a certificate of deposit or clean irrevocable letter of credit which has been filed with the Commissioner shall comply with either of the following requirements:

A. A company seeking release of a certificate of deposit or a clean irrevocable letter of credit may file with the Commissioner a replacement security in equal or greater amount to the security for which release is sought, which is specifically retroactive to the date the original security was issued.

B. If a company wishes to procure the release of a clean irrevocable letter of credit or of a certificate of deposit, it must present a statement in writing from each court of each county in which the company was engaged in business to write bail bonds, that the company has satisfied all its outstanding liabilities, both actual and potential; that no outstanding forfeitures against the company remain; and that all bail bonds which were issued by the company have been discharged; and that all civil judgments as to forfeitures on bonds issued by the licensee have been paid in full.

SECTION 19. COLLATERAL; FIDUCIARY RELATIONSHIP

Any licensee who receives collateral in connection with a bail transaction shall receive such collateral in a fiduciary capacity, and prior to any forfeiture of bail shall keep it separate and apart from any other funds or assets of such bail bondsman.

SECTION 20. RETURN OF EXCESS COLLATERAL ON FORFEITURE

If collateral received is in excess of the bail forfeited, such excess shall be returned to the person who placed the collateral with the licensee immediately upon the application of the collateral to the forfeiture. Documented reasonable expenses incurred due to a breach of the bail bond contract or Court Order may be deducted from the collateral, if the Court does not allow a remission from the sum specified in the bail bond.



## SECTION 21. REFUND OF PREMIUM

The principal shall be entitled to a refund of his premium when the arrestee is surrendered by his bail bondsman at any time prior to the final termination of the liability on the bond provided that the arrestee has not committed any of the following:

- A. left the jurisdiction of the court without written consent of the court for a period in excess of twenty-four (24) hours;
- B. moved from his place of residence without notifying his bail bondsman;
- C. was arrested for an offense other than a traffic violation;
- D. violated any substantive provision in the bail bond contract.

## SECTION 22. ALLOWABLE CHARGES

A. The premium allowed by Ark. Code Ann. §17-17-301 is the maximum amount a bail bondsman may charge for writing a bond. The following separate charges are not allowable and shall not be charged by a company or any licensee:

- (1) Operating expenses
- (2) Mileage
- (3) Telephone calls
- (4) Photo fees
- (5) Postage
- (6) Extra personnel fees
- (7) Prepaid recovery expenses

B. Allowable charges do include any expenses such as filing fees for documents or other fees which are expenses incurred by the person executing any documents in order to procure coverage by a bail bond.

C. Any rebating or discounting of premiums by any company or licensee is strictly prohibited.

## SECTION 23. FORFEITURES; MISREPRESENTATIONS

No bail bondsman shall purposely make any misleading or untrue representations to any court or to any public official for the purpose of avoiding or preventing a forfeiture of bail or having set aside a forfeiture which has occurred.

SECTION 24. UNPAID FORFEITURES AND MISCONDUCT; LICENSE  
SANCTIONS

A. If it is found that any licensee has been found guilty of misconduct or malfeasance and upon notice from the aggrieved party of damages due to the licensee's misconduct, the Commissioner may notify the licensee by certified mail of the claim.

(1) If the verified amount due the aggrieved party is not paid within twenty (20) days of receipt of notice, the Commissioner may suspend the license and immediately withdraw the allowable amount from the posted certificate of deposit or maintain a civil action on the letter of credit.

(2) The license of the malefactor shall remain suspended until the amount of damage is paid.

(3) If the amount remains unpaid after suspension, the Commissioner may order a hearing for the licensee to show cause why his license should not be revoked.

B. When a final unpaid civil judgment of forfeiture is forwarded to the Commissioner pursuant to Ark. Code Ann. §17-17-208(b)(1), the Commissioner shall notify the licensee involved by certified mail. If the forfeiture judgment remains unpaid for ten (10) days following receipt of notice, the Commissioner may automatically suspend the license and make claim against the licensee's security deposit up to the allowable amount of ten thousand dollars (\$10,000).

SECTION 25. BAIL BOND COMPLAINT FORM AND PROCEDURES

Any person desiring to make a complaint concerning an alleged violation of Ark. Code Ann. §§17-17-201, et seq., by any company or individual bondsman shall use the bail bond complaint form prescribed in Appendix "G" of this Rule. A copy of the complaint form may be obtained from the Legal Division of the Arkansas Insurance Department. The form must be signed by the complaining party under penalty of perjury and notarized.

SECTION 26. GIFTS PROHIBITED

No licensee shall give, directly or indirectly, any gift of any kind to any public official, any candidate for public office, or any employee of a governmental agency who has duties or responsibilities with respect to the administration of justice or a place wherein detention of a person charged with a crime may occur or to any prisoner in any jail. Items which are distributed generally for the purposes of advertising and political contributions lawfully given shall not be considered gifts for the purposes of this section.

SECTION 27. NOTICE OF CHANGE OF ADDRESS; COOPERATION

A. Every bail bondsman and professional bail bond company shall notify the Arkansas Insurance Department in writing of any change of his principal business address and/or his residence address within ten (10) days of such change.

B. Every bail bondsman and company shall promptly respond to all correspondence, request for information, or otherwise, directed to the bondsman or company by the Arkansas Insurance Department or an employee thereof. Every professional bail bondsman and/or company duly licensed shall fully cooperate with any examination or investigation conducted by the Department.

C. Failure on the part of any company or its licensees to make all financial and business records available for inspection or examination upon request by the Arkansas Insurance Department, or failure to otherwise cooperate with the requirements of subsections (A) or (B) of this section, shall be grounds for automatic suspension according to the procedures set out in Section 11(C) of this Rule and Regulation.

SECTION 28. WRITTEN STATEMENT OF BAIL TRANSACTION; CONTENTS

Every bail bondsman shall at the time of obtaining the release of an arrestee on bail, deliver and keep a copy for his own records to such arrestee or to the principal a numbered document signed by the arrestee containing the following information:

- (1) the name and address of bail bondsman;
- (2) the name of the professional bail bond company, if applicable;
- (3) the name of the arrestee;
- (4) the date of arrest;
- (5) the date of release of the arrestee;
- (6) the date, time and place of the arrestee's required appearance, if known;
- (7) the amount of bail;
- (8) the offenses with which the arrestee is charged;

- (9) the premium for the bail bond;
- (10) the amount received;
- (11) the unpaid balance, if any; and
- (12) a description of and receipt number for any collateral received.

#### SECTION 29. EXAMINATIONS

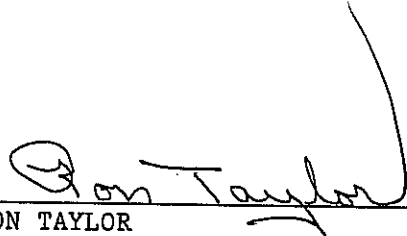
Any person who, after proper application for an exam permit, passes the required exam for licensure as a professional bail bondsman shall have one (1) year from the date that the exam result is certified to apply for a license. If no application is made within one (1) year, such person, if desiring to be licensed, shall be required to retake and pass the examination.

#### SECTION 30. RECORD RETENTION

All records required herein shall be maintained for a period of five (5) years.

#### SECTION 31. SEVERABILITY

Any section or provision of this Rule held by the court to be invalid or unconstitutional will not affect the validity of any other section or provision.

  
\_\_\_\_\_  
RON TAYLOR  
INSURANCE COMMISSIONER  
STATE OF ARKANSAS

7-27-90  
\_\_\_\_\_  
DATE

APPENDIX A  
BAIL BOND FORM

STATE OF ARKANSAS

(Company Name To Be Inserted)

County of \_\_\_\_\_

City of \_\_\_\_\_

No. \_\_\_\_\_

BAIL BOND

\_\_\_\_\_ having been arrested for \_\_\_\_\_ (offense)  
and now being detained in the \_\_\_\_\_ (City) or (County)  
Jail, Arkansas, and being permitted to give bail in the sum of  
\_\_\_\_\_ DOLLARS NOW, \_\_\_\_\_

(Company Name)

of \_\_\_\_\_ County, Arkansas, undertakes that the said  
\_\_\_\_\_ will appear before the \_\_\_\_\_ Court of  
\_\_\_\_\_, Arkansas, on the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_, at \_\_\_\_\_ m., or any other time as the Court may direct to  
answer the charge(s) specified and all other appearance orders of the  
Court and then and there to surrender himself/herself into custody,  
and will not depart without being lawfully discharged and if he/she  
fails to perform either of these conditions, the Company will pay to  
the \_\_\_\_\_ Court  
of \_\_\_\_\_ the sum of

(County or Municipality To Be Inserted)

\_\_\_\_\_ DOLLARS.

Secured |\_\_\_\_\_| Unsecured |\_\_\_\_\_| If secured, give collateral  
receipt number and describe security \_\_\_\_\_

Premium Charged: \$ \_\_\_\_\_

In witness whereof we have hereunto set our hands and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_(SEAL)  
Company

APPROVED:

\_\_\_\_\_ By: \_\_\_\_\_  
Agent

APPENDIX B

(Company Name and Address To Be Inserted)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NO. \_\_\_\_\_

QUALIFYING POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That (Name Of Company To Be Inserted) A Corporation (or Partnership) having its principal office at (City) \_\_\_\_\_ (State) \_\_\_\_\_ does hereby make, constitute and appoint \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ with limited authority, its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge, and deliver for and on its behalf as Surety, subject to the limitation as herein set forth, any and all papers and documents necessary or incidental to making of Bail Bonds in Judicial Proceedings, whether criminal or civil; appeal bonds or any other kind of appearance bond in any State Court, County Court or Municipal Court, not to exceed the amount of

\$(Insert Power Amount)

for any and all bail bonds and recognizances, provided that the said Attorney-in-Fact shall attach to every bond or undertaking a separate numbered Power of Attorney designating his authority; otherwise, said bond or undertaking shall be deemed null and void. A specimen copy of said separate numbered Power of Attorney is attached hereto.

The acknowledgement and execution of any such document by the said Attorney-in-Fact shall be binding upon this Company.

IN WITNESS WHEREOF, the said (Name of Company) \_\_\_\_\_

\_\_\_\_\_ has caused these presents to be executed by its

(Name of Principal Corporate Officer, Partner, or Proprietor) \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Principal Corporate Officer, Partner or Proprietor)

State of Arkansas

County of \_\_\_\_\_ SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me,  
a Notary Public, personally appeared \_\_\_\_\_,  
who being by me duly sworn, acknowledged that they signed the  
above Power of Attorney as Authorized Representative of the said  
(Name of Company) \_\_\_\_\_ and acknowledged said  
instruments to be the voluntary act and deed of said company \_\_\_\_\_.

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



APPENDIX C  
REGULAR POWER OF ATTORNEY FORM

(Company Name and Address To Be Inserted)

AUTHORITY FOR	ITEM 1	ITEM 2	ITEM 3	ITEM 4	POWER NUMBER
		NOT VALID FOR	NOT VALID	DATE ISSUED	NO. (Number to be
(Company Licensed Name to be Inserted)		BOND IN	IF USED AFTER		Inserted)
		EXCESS OF			
		(Amount To Be			
		Inserted			
TO ACT AS ATTORNEY-IN-FACT	STATE		MO. DAY YR.	MO. DAY YR.	

(Dollar Amount To Be Inserted. Example:)

FIVE THOUSAND DOLLARS \*\*\*\*\*  
AND NO CENTS

KNOW ALL MEN BY THESE PRESENTS:

SECTION 1. That (Name of Company To Be Inserted), a (State) Partnership or Corporation or Sole Proprietor) does hereby make, constitute and appoint the party(s) as set forth in Item One (1) above as its true and lawful Attorney-in Fact with full power and authority hereby confirmed to execute on behalf of the said Company, as sole surety only subject to the limitations as herein set forth, Bail Bonds in Judicial Proceedings, whether criminal or civil; appeal bonds or any other kind of appearance bond in any state Court, County Court, or Municipal Court on behalf of

ITEM FIVE (5)

Insert Bond Amount  
Void If Not Completed

NAME OF PRINCIPAL TO BE INSERTED

\$

SECTION 2. That the authority of such Attorney-in-Fact to bind the company shall not in any event exceed the amount set forth in Item Two (2) above on any one bond and the said Attorney-in-Fact is hereby authorized to insert in Item Five (5) the name of the person on whose behalf this bond is given.

SECTION 3. This power is not valid unless used on or before the date set forth in Item Three (3) above and can only be used once.

SECTION 4. The authority of such Attorney-in-Fact is limited to appearance bonds and cannot be construed to guarantee failure to provide payments, back alimony payments, fines or wage law claims.

SECTION 5. (Name of Company To Be Inserted) does make, constitute and appoint above named agent its true and lawful Attorney-in-Fact for it and in its name, place and stead, to execute, seal and deliver for and on its behalf and as its act and deed, as surety, a bail bond only. Authority of such Attorney-in-Fact is limited to appearance bonds and cannot be construed to guarantee failure to provide payments, fines, or wage law claims on behalf of above name defendant.

SECTION 6. IN WITNESS WHEREOF, (Name of Company To Be Inserted) has caused these presents to be signed by its (Partner, Proprietor or Officer) and its corporate seal to be hereunto affixed (If Applicable) on the date set forth in Item Four (4) above.

SECTION 7. DO NOT ACCEPT A POWER OF ATTORNEY WHICH BEARS ANY ALTERATIONS, ERASURE OR INTERLINEATION.

(Name of Company To Be Inserted)

BY: (Signature of Partner, Proprietor or Officer of Corporation To Be Inserted)

- (1) A SEPARATE POWER OF ATTORNEY MUST BE ATTACHED TO EACH BOND EXECUTED.
- (2) POWERS OF ATTORNEY MUST BE RETURNED TO ATTORNEY-IN-FACT BUT SHOULD REMAIN A PERMANENT PART OF COURT RECORDS.

APPENDIX D

AFFIDAVIT OF SOLE PROPRIETORSHIP

STATE OF ARKANSAS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn upon oath, deposes and affirms as follows:

That I am a resident of the State of Arkansas. That I am the proprietor of \_\_\_\_\_ a Professional Bail Bond Company; and that such company will operate in this State solely as a proprietorship, and that I am responsible for the acts, liabilities, and operations of said Company.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Subscribed and sworn to or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

[illegible]

## QUARTERLY REPORT FORM/BONDS WRITTEN

COMPANY NAME: \_\_\_\_\_ COMPANY # \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_, 19 \_\_\_\_\_

[illegible]

QUARTERLY REPORT FORM

LIABILITY SUMMARY

COMPANY NAME: \_\_\_\_\_ COMPANY # \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_, 19 \_\_\_\_\_

Outstanding Unsecured Liability Last Report	\$ _____
Unsecured Bonds Written This Report	_____
Unsecured Bonds Discharged/Exonerated This Report	_____
Total Outstanding Unsecured Liability	\$ _____

Outstanding Secured Liability Last Report	\$ _____
Secured Bonds Written This Report	_____
Secured Bonds Discharged/Exonerated This Report	_____
Total Outstanding Secured Liability	\$ _____
Total Outstanding Liability	\$ _____

APPENDIX F

CLEAN IRREVOCABLE LETTER OF CREDIT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Issuer  
(If not on letterhead)

\_\_\_\_\_  
Date

Arkansas Insurance Commissioner  
400 University Tower Building  
12th Street and University Avenue  
Little Rock, Arkansas 72204

Re: Clean Irrevocable Letter of  
Credit # \_\_\_\_\_

Expiration Date \_\_\_\_\_

Dear Commissioner:

At the request of \_\_\_\_\_,  
a professional bail bond company, we, as Issuer, are opening a clean  
irrevocable letter of credit in favor of you or your successors in  
office for up to an aggregate amount of U.S. \_\_\_\_\_  
\$(\_\_\_\_\_) , or such amount as indicated by the Addendum  
attached hereto, or any amendments thereof. We undertake that  
drawings under this letter of credit will be honored upon presentation  
of a draft on site by you or your authorized representative drawn  
prior to expiration date. All drafts so drawn must be marked drawn  
under the above referenced Credit Number.

This Letter of Credit is issued to you or your successors in office to meet the requirements of Ark. Code Ann. §17-17-205 (Supp. 1989), which requires each bail bond license applicant and renewal license applicant to post and maintain with the Arkansas Insurance Commissioner a security deposit.

If during the term of this Letter of Credit any of the licensees listed in the Addendum attached hereto are guilty of failing to faithfully perform their duties as required by law, the Insurance Commissioner may draw upon this Letter of Credit and either recover the full amount of the penalty thereof or recover for the use and benefit of the person or persons aggrieved, the amount of loss or injury sustained by such person or persons by reason of such misconduct; but no such recovery or recoveries shall exceed a maximum amount of Ten Thousand Dollars (\$10,000.00).

It is a condition of this Letter of Credit that it shall not be subject to termination, expiration or cancellation in less than sixty (60) days after giving written notice thereof by certified mail, return receipt requested to the Arkansas Insurance Commissioner.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment from any stated expiration date herein, unless sixty (60) days prior to any such date we shall notify you or your successors in office in writing by certified mail, return receipt requested, that we elect not to consider this Letter of Credit renewed for any such additional period.

It is a condition of this Letter of Credit that no such termination or cancellation or nonrenewal shall affect the liability of the Issuer incurred prior to the effective date of such termination or cancellation or nonrenewal.

It is a further condition of this Letter of Credit that it is issued to the Insurance Commissioner and his successors in office solely for the express obligations of licensees as enumerated under Ark. Code Ann. §17-17-205 (Supp. 1989); therefore it is expressly agreed and acknowledged by the Issuer that only the Commissioner's drafts drawn under and in compliance with the provisions of Ark. Code Ann. §17-17-205 (Supp. 1989) and with the terms of this letter will be duly honored by the Issuer if presented at the Issuer's office on or before \_\_\_\_\_ (Date) or any automatically extended date, as herein set forth. The Issuer confirms the credit and hereby undertakes that all such drafts drawn and presented will be duly honored.

It is understood and acknowledged by the Issuer herein that the list of bail bond licensees, who are the subject of this Letter of Credit and who are named in the attached Addendum, may change from time to time due to normal personnel changes. Therefore it is agreed by the Issuer that such additions and deletions of licensed personnel shall be reflected by amending the attached Addendum and by affixing the revision date and wet signature of an officer of the Issuer.



Except as expressly stated otherwise, this credit is subject to the "Uniform Customs and Practice for Documentary Credit", 1983 Revision, of the International Chamber of Commerce Brochure #400.

Sincerely,

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Officer of the Issuer

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Title or Position

ADDENDUM

Name of Bail Bond Company\_\_\_\_\_

Issuer\_\_\_\_\_ Date/Amount of Original Letter of Credit

\_\_\_\_\_ \$\_\_\_\_\_

\_\_\_\_\_ Credit #\_\_\_\_\_

Covered licensee(s):

\_\_\_\_\_  
Officer of the Issuer

\_\_\_\_\_  
Title of Position

\_\_\_\_\_  
Date

Name of Bail Bond Company\_\_\_\_\_

AMENDMENT # \_\_\_\_\_ to Letter of Credit # \_\_\_\_\_ Dated \_\_\_\_\_

It is hereby agreed that effective \_\_\_\_\_ the  
Addendum to Letter of Credit # \_\_\_\_\_, dated \_\_\_\_\_, shall be  
amended to add or delete the following licensee(s):

It is also agreed that the aggregate amount of the clean  
irrevocable Letter of Credit # \_\_\_\_\_ shall be increased or decreased  
to \$ \_\_\_\_\_.

\_\_\_\_\_  
Officer of the Issuer

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Date

APPENDIX G

BAIL BOND COMPLAINT FORM

Complaining Party	
1. NAME	_____
ADDRESS	_____
	_____
CITY	_____ STATE _____
ZIP CODE	_____ PHONE _____

Party or Company subject to Complaint	
2. NAME	_____
COMPANY	_____
ADDRESS	_____
	_____
CITY	_____ STATE _____
ZIP CODE	_____ PHONE _____
BAIL BONDSMAN INVOLVED	_____
DATE OF OCCURRENCE	_____

3. Explain below the facts of your problem or complaint. Also please attach copies of any information you have regarding the matter.

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[illegible]

Attach second sheet if necessary. The affidavit below must be signed by you, under penalty or perjury, and notarized.

AFFIDAVIT

I, the undersigned, do hereby swear and affirm, under penalty of perjury, that the facts of my complaint, as well as any evidence and documentation in support thereof, are true and accurate to the best of my knowledge.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

STATE OF ARKANSAS)

)

COUNTY OF

)

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_